

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**TUESDAY, FEBRUARY 22, 2011**

7:00 p.m.

City Council Chambers, City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut

**ADDED:**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*31-10** Ordinance Committee Report re (Ref. # 152-09) Amendments to the Intermunicipal Agreement between the City of Bridgeport and the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler High School.
- \*10-10** Contracts Committee Report re Agreement with Anthem Health Plans to Provide Medicare Advantage Health Plan to covered Medicare-eligible retirees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2011.
- \*28-10** Contracts Committee Report re Assignment of Arena Operating Agreement from Centerplate to Sound Tigers Entity.

AGENDA

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 22, 2011

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: January 18, 2011

- 161-09** Public Hearing regarding the Disposition of City Owned Properties to Habitat for Humanity.
- 164-09** Public Hearing regarding Proposed Development, Lease and Use Agreement with M.O.V.E. Yacht Club for the re-development of 148-220 Waterview Avenue.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 34-10** Communication from Finance Department, re Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000), referred to Budget and Appropriations Committee.
- 35-10** Communication from Central Grants and Community Development, re Consolidated Plan 2008-2013 for Program Year 37 Annual Action Plan, Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), HOME Investment Partnership Program, Housing Opportunities for Persons with AIDS (HOPWA), referred to Economic and Community Development and Environment Committee.
- 37-10** Communication from OPM, re Budget Transfer for Public Facilities - Garage Maintenance Department, From: Electricity and Gas Utilities Maintenance Account To: Municipal Garage Auto Parts, Garage Diesel Fuel and Vehicle Maintenance Services in order to complete purchases for supply needs and prepare for spring activity funds, referred to Budget and Appropriations Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 38-10** Communication from OPM, re Budget Transfer for Public Facilities – Golf Course From: Vehicle Rental/Lease Account To: Other Maintenance and Repairs Account in order to complete purchases for supply needs and prepare for spring activity funds, referred to Budget and Appropriations Committee.
- 39-10** Communication from OPM, re Budget Transfer for Public Facilities Maintenance Department, From: Electricity and Gas Utilities Maintenance Account To: Building Maintenance Services and Management Services in order to complete purchases for supply needs and prepare for spring activity funds, referred to Budget and Appropriations Committee.
- 40-10** Communication from Central Grants and Community Development, re Grant Submission: Southwest Community Health Center for 2011-2012 Oral Health Care Grant, referred to Economic and Community Development and Environment Committee.

**PETITIONS TO BE REFERRED TO COMMITTEES:**

- 36-10** Petition from Greater Bridgeport Transit re Greater Bridgeport Transit Authority (GBTA) Design and Installation of Bus Stop Shelters at various Locations, pursuant to Resolution 58-08, referred to Public Safety and Transportation Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*15-10** Public Safety and Transportation Committee Report re Acceptance of Grants from Federal Transit Administration and the State Department of Transportation for the Construction of the Bridgeport Intermodal Transportation Center.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 22, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

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Cecil Young  
99 Carroll Avenue  
Bridgeport, CT 06607

Fighting for our rights

Patricia Young  
99 Carroll Avenue  
Bridgeport, CT 06607

Violating the NAGE Union contract

**CITY COUNCIL  
PUBLIC SPEAKING SESSION  
TUESDAY, FEBRUARY 22, 2011  
6:30 pm**

**ATTENDANCE:** Council members: Brannelly, A. Ayala, Brantley, T. McCarthy, Austin, dePara, M. Ayala, Martinez, Curwen, Baker

**ABSENT:** M. McCarthy, Taylor-Moye, Walsh, Vizzo-Paniccia, Blunt, Silva, Paoletto, Holloway

Council President McCarthy called the public speaking session to order at 7:02 pm.

The city clerk took the roll call and she announced there was a quorum.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 22, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 24 P 2:09  
ATTORNEY  
CITY CLERK

<b>NAME</b>	<b>SUBJECT</b>
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Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Fighting for our rights
--	-------------------------

Mr Young spoke about believing in the process. He recalled being a sheriff and how he was unjustly terminated. He spoke about his medical benefits and expressed that his rights deserve to be protected and he questioned why he was being treated this way. He said he was sad that he had to go to court about the incident that occurred. And he further noted other court dates that were scheduled to address other issues.

He went on to talk about unjustly losing his job in reference to the union contract terms that pertained to the matter. He emphasized that it was a shame being treated like a foreigner in his own home.

Patricia Young 99 Carroll Avenue Bridgeport, CT 06607	Violating the NAGE Union contract
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Ms. Young wasn't present to address the council. Mr. Young mentioned that his wife wasn't present due to a death in her family. He noted that she was going to speak about violating the NAGE Union contract.

The public speaking session ended at 7:06 pm.

**CITY COUNCIL MEETING**

**Tuesday, February 22, 2011**

**7:00 pm.**

**City Council Chambers, City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut**

*Council President McCarthy called for a caucus prior to the city council meeting.*

*The caucus began at 7:10 pm.*

*The caucus ended at 7:36 pm.*

**ATTENDANCE:** Council members: Brannelly, A. Ayala, Brantley, T. McCarthy, Austin, Lyons, Bonney, Blunt, dePara, M. Ayala, Martinez, Curwen, Baker

**ABSENT:** Council members: Taylor-Moye, Walsh, Vizzo-Paniccia, Silva, Paoletto, Holloway

Mayor Finch called the meeting to order at 7:37 pm.

Prayer the prayer was offered by Council member dePara.

Pledge of Allegiance the pledge was led by Council President McCarthy.

Roll Call the City Clerk took the roll call and she announced there was a quorum.

Point of Personal Privilege – Council member Curwen mentioned that he was stepping down from serving on the city council. He said he planned to do this by the next meeting or two.

Mayor Finch stated that Council member Curwen would leave the meeting early to go vote. He expressed his appreciation for all Council member Curwen has done for the city while he served on the council.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: January 18, 2011

**\*\* COUNCIL MEMBER dePARA MOVED TO ACCEPT THE MINUTES  
\*\* COUNCIL MEMBER M. AYALA SECONDEDIM  
\*\* MOTION PASSED UNANIMOUSLY**

Mayor Finch welcomed Council member A. Ayala back from his hospitalization. He expressed that he was happy to see him in peak health and he was happy he made it through and looked well.

Council President McCarthy stated that Council member Ayala had two significant surgeries within the past week. He commended him for attending the meeting tonight.

*He further noted that the following council members were absent tonight for the following reasons:*

*Council member Vizzo-Paniccia had to attend a wake; Council member Taylor-Moye had to take care of some medical issues; Council member Silva had personal business; Council member Paoletto had a family matter to take care of and Council member Holloway was on vacation.*

*Council President McCarthy presented a citation to the Caribbean World Chamber of Commerce. The recipients present were: Maxine Height, Wayne Winston and Staff Sergeant Julia Taylor who served in Afghanistan and Iraq.*

Wayne Winston expressed that they were glad to be here tonight. He mentioned their pleasure in having worked with Mayor Finch over the years. Ms. Height expressed the same sentiment, noting the mantra "Yes We Can Make a Change for Bridgeport"! A group picture was taken.

*Mayor Finch was presented with an award on behalf of the Caribbean World Chamber of Commerce. Staff Sergeant Julia Taylor thanked the Mayor for this support and she said she appreciated all he was doing for the community.*

Mayor Finch expressed his gratitude for the award. He mentioned that the Caribbean community was growing with families in the United States and the city. He thanked them on behalf of the city council. He further commented that it was a good to implement school uniforms in the public schools. And he further thanked them for the many contributions they've made to the city, noting that "the *Proof is in the Pudding!*"

**161-09** Public Hearing regarding the Disposition of City Owned Properties to Habitat for Humanity.

Mayor Finch asked if there was anyone to speak for this item.  
There was none heard.  
The public hearing was closed.

**164-09** Public Hearing regarding Proposed Development, Lease and Use Agreement with M.O.V.E. Yacht Club for the re-development of 148-220 Waterview Avenue.

Mayor Finch asked if there was anyone to speak for this item.  
There was none heard.  
The public hearing was closed.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER BONNEY MOVED TO REFER COMMUNICATIONS TO COMMITTEES**

**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

**34-10** Communication from Finance Department, re Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000), referred to Budget and Appropriations Committee.

**35-10** Communication from Central Grants and Community Development, re Consolidated Plan 2008-2013 for Program Year 37 Annual Action Plan, Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), HOME Investment Partnership Program, Housing Opportunities for Persons with AIDS (HOPWA), referred to Economic and Community Development and Environment Committee.

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**\*\* MOTION PASSED UNANIMOUSLY**

**PETITIONS TO BE REFERRED TO COMMITTEES:**

- \*\* COUNCIL MEMBER dePARA MOVED TO REFER THE PETITION TO COMMITTEE**  
**\*\* COUNCIL MEMBER LYONS SECONDED**

**36-10** Petition from Greater Bridgeport Transit re Greater Bridgeport Transit Authority (GBTA) Design and Installation of Bus Stop Shelters at various Locations, pursuant to Resolution 58-08, referred to Public Safety and Transportation Committee.  
**\*\*MOTION PASSED UNANIMOUSLY**

**\*\*COUNCIL PRESIDENT MCCARTHY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE**  
**\*\* COUNCIL MEMBER AUSTIN SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER McCARTHY MOVED TO REFER ITEM # 41-10 RE: FIREFIGHTERS LOCAL UNION AGREEMENT TO THE CONTRACTS COMMITTEE**  
**\*\* COUNCIL MEMBER MARTINEZ SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

Mayor Finch asked if there were any items to be removed from the consent calendar. There were none heard.

**\*\* COUNCIL MEMBER T. McCARTHY MOVED TO APPROVE**  
**\*\* COUNCIL MEMBER dePARA SECONDED**

**\*15-10** Public Safety and Transportation Committee Report re Acceptance of Grants from Federal Transit Administration and the State Department of Transportation for the Construction of the Bridgeport Intermodal Transportation Center.

**ADDED:**

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**\*31-10** Ordinance Committee Report re (Ref. # 152-09) Amendments to the Intermunicipal Agreement between the City of Bridgeport and the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler High School.

**\*10-10** Contracts Committee Report re Agreement with Anthem Health Plans to Provide Medicare Advantage Health Plan to covered Medicare-eligible

retirees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2011.

**\*28-10**      Contracts Committee Report re Assignment of Arena Operating Agreement from Centerplate to Sound Tigers Entity

**\*\***            **MOTION PASSED UNANIMOUSLY**

**OTHER BUSINESS:**

*Council member A. Ayala expressed his thanks to Mayor Finch, Council President McCarthy and his colleagues who spent time with him during his hospitalization and to those that extended phone calls to him.*

*Mayor Finch said he was happy for his recovery, he said he realized how trying it must have been being in medical limbo. He expressed that he was happy to see his spark back!*

*Mayor Finch mentioned that there will be a time to show their thanks for Council member Curwen's dedication to the city council.*

*Council President McCarthy requested a moment of silence for Al Hyman who passed away. He expressed that he was a long time city employee that worked in the stock room.*

**ADJOURNMENT**

**\*\***      **COUNCIL MEMBER BRANNELLY MOVED TO ADJOURN**  
**\*\***      **COUNCIL MEMBER AUSTIN SECONDED**  
**\*\***      **MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:00 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CITY COUNCIL  
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at regular meeting to be held on Monday evening, February 22, 2011 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following property:

#161-09 – Disposition of City Owned Property to Habitat for Humanity and ordering a Public Hearing relative to the same.

- 129 Washington Terrace Vacant Lot (1059-14)
- 37-41 Waldorf Avenue Vacant Lot (216-15)

#164-09 – Proposed Development, Lease and Use Agreement with M.O.V.E Yacht Club for the re-development of 148-220 Waterview Avenue.

Attest:

Fleeta C. Hudson  
City Clerk

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AD ENDS ABOVE LINE

**2 Editions, Connecticut Post:**

**PLEASE PUBLISH ON Saturday, February 12, 2011 and Friday, February 18, 2011**

**Requires Certification**

Emailed to: Legal Ad Dept. at [publicnotices@ctpost.com](mailto:publicnotices@ctpost.com)

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Account #: 111171

Dated: February 11, 2011

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

**cc:** **City Council Members**  
**Mayor Bill Finch**  
**A. Nunn, CAO**  
**R. Felipe, Acting Chief of Staff**  
**M. Anastasi, City Attorney**  
**M. Perez, Sr., Economic Development Assoc., OPED**  
**E. Lavernoich, Deputy Director, OPED**  
**K. McDermott, Senior Manager, Central Grants**



BILL FINCH  
Mayor

CITY OF BRIDGEPORT  
**DEPARTMENT OF FINANCE**  
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7251 Fax (203) 576-7067

**DAWN NORTON**  
Interim Finance  
Director

COMM. # 34-10 Referred to Budget & Appropriations Committee (02/22/2011)

## MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Dawn Norton, Interim Finance Director

Date: February 15, 2011

RE: **APPROVAL OF TAX ANTICIPATION NOTES  
To Pay Current Expenses and Obligations of the City**



Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

ATTEST  
CITY CLERK

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CITY CLERK'S OFFICE  
2011 FEB 16 A 10:25

DN:gc  
Encs. - 13

## **CITY OF BRIDGEPORT, CONNECTICUT**

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

### **APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City**

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport (the "City Council") hereby approves the appropriation of an amount up to \$110,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City's full faith and credit (the "Notes"), in an aggregate amount up to \$110,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses,

as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

**BE IT FURTHER RESOLVED**, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Notes on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Notes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series

on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Notes and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

**BE IT FURTHER RESOLVED**, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



City of Bridgeport, Connecticut  
**DEPARTMENT OF CENTRAL GRANTS AND  
COMMUNITY DEVELOPMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 576-8144  
Fax (203) 332-5568

**ANDREW J. NUNN**  
CAO

**BILL FINCH** Mayor  
COMM#35-10 Referred to ECD&E Committee on 2/22/2011

**ALANNA C. KABEL**  
Deputy CAO of Central Grants  
and Community Development

**INTEROFFICE MEMORANDUM**

**TO:** FLEETA HUDSON, CITY CLERK  
**FROM:** KELLY MCDERMOTT, CGCD *(KM)*  
**SUBJECT:** PROGRAM YEAR 37 RESOLUTION  
**DATE:** 2/16/2011  
**CC:** ANDY NUNN, CAO

CGCD respectfully submits the attached resolution and memo regarding the 2011-2012 Program Year 37 Annual Action Plan as it relates to the CDBG, ESG, HOPWA, and HOME Entitlement programs for consideration and referral to the Economic, Community Development and Environment Committee at the February 22, 1011 council meeting.

If you have any questions, please do not hesitate to contact me at 576-7755.

ATTEST  
CITY CLERK

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2011 FEB 16 P 12:23



City of Bridgeport, Connecticut  
 DEPARTMENT OF CENTRAL GRANTS AND  
 COMMUNITY DEVELOPMENT

999 Broad Street  
 Bridgeport, Connecticut 06604  
 Telephone (203) 576-8144  
 Fax (203) 332-5568

ANDREW J. NUNN  
 CAO

ALANNA C. KABEL  
 Deputy CAO of Central Grants  
 and Community Development

BILL FINCH  
 Mayor

TO: Honorable Members of the Bridgeport City Council

FROM: Kelly McDermott,   
 Senior Manager for Central Grants and Community Development

RE: Program Year 37 Annual Action Plan  
 Community Development Block Grant (CDBG)  
 Emergency Shelter Grant (ESG), HOME Investment Partnership Program  
 Housing Opportunities for Persons with AIDS (HOPWA)

DATE: February 16, 2011

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For the upcoming fiscal year, the U.S. Department of Housing & Urban Development (HUD) requires the City of Bridgeport to prepare and submit an Annual Action Plan for Program Year 37 which covers the period from July 1, 2011 to June 30, 2012. HUD requires municipalities such as Bridgeport to prepare a *Consolidated Plan* every five years and an *Annual Action Plan* in order for the City to apply for and receive funds under the following four formula grant programs: Community Development Block Grant (CDBG); Emergency Shelter Grant (ESG); Housing Opportunities for Persons with AIDS (HOPWA); and the HOME Investment Partnership Program. HUD has notified the City to expect the following entitlement awards for the next fiscal year:

Community Development Block Grant Program	\$3,554,413
Emergency Shelter Grant Program	\$154,971
HOME Program	\$1,651,598
HOPWA Program	\$914,776

Additionally, the Program Year 37 Action Plan includes the reprogramming of \$1,255,923.44 of CDBG funds from previously approved activities that did not advance or were completed for amounts less than originally approved by the City of Bridgeport.

The City advertised the anticipated availability of funding on January 18, 2011 and January 26, 2011. Applications became available on January 18, 2011 and the department conducted four

technical assistance workshops on January 24<sup>th</sup> & 25<sup>th</sup> and February 3<sup>rd</sup> & 4<sup>th</sup>. Applications will be accepted through February 18, 2011. The Citizens Union will host two public hearings on March 9<sup>th</sup> and 10<sup>th</sup> and will conduct their deliberations on March 14<sup>th</sup> and March 15<sup>th</sup>. The Economic and Community Development and Environment Committee of the City Council will conduct their public hearings during the week of March 28<sup>th</sup>. Staff will be available at all upcoming meetings and hearing to answer questions and to provide you with additional information.

For your consideration, attached please find a draft resolution authorizing the approval of the Program Year 37 Annual Action Plan. Please keep in mind that additional information will be provided to you as it becomes available. However, it is necessary to submit this resolution to you for initial consideration and referral to the ECDE committee in order to meet HUD's May 13, 2011 deadline.

Thank you for your consideration.

cc. Adam Wood, Chief of Staff  
Andrew Nunn, CAO

**CONSOLIDATED PLAN 2008-2013  
PROGRAM YEAR 37 ANNUAL ACTION PLAN:**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
EMERGENCY SHELTER GRANT PROGRAM  
HOME PROGRAM  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM  
DRAFT RESOLUTION**

**WHEREAS**, the City of Bridgeport, Connecticut is required to prepare and submit to the U.S. Department of Housing & Urban Development (HUD) a Five Year (2008-2013) *Consolidated Housing and Community Development Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through the comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate income persons"; and

**WHEREAS**, the City of Bridgeport has developed its (2008-2013) *Consolidated Housing and Community Development Plan* in accordance with HUD regulations and through a collaborative process whereby it has established a unified vision for its community development actions for the next five years; and

**WHEREAS**, the City of Bridgeport has also developed a proposed *PY37 Annual Action Plan* and anticipates the following allocations of federal funds from the U.S. Department of Housing & Urban Development for FY 2010-2011:

Community Development Block Grant Program	\$3,246,011
Reprogrammed Community Development Funds	\$1,255,923
Emergency Shelter Grant Program	\$130,971
HOME Program	\$1,378,726
HOPWA Program	\$761,597

**WHEREAS**, four Public Hearings were held, two by the Citizens' Union on \_\_\_\_\_, and two by the Economic and Community Development and Environment Committee of the City Council on \_\_\_\_\_, and a Draft Proposed Plan was developed and published for comment on \_\_\_\_\_ and the thirty-day comment period ended on \_\_\_\_\_ and \_\_\_\_\_ citizen comments were received on the Draft Proposed Plan; and

**WHEREAS**, the City Council of the City of Bridgeport accepts the *PY37 Action Plan* (as attached) as part of the City's 2008-2013 *Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive, funds under the following four formula grant programs: Community Development Block Grant (CDBG)

Program; HOME Investment Partnerships (HOME) Program; the Emergency Shelter Grant (ESG) Program and the Housing Opportunities for Persons with AIDS (HOPWA) Program; and

now, therefore be it

**RESOLVED**, that the Mayor of the City of Bridgeport and/or the designated individual is hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Development Block Grant Program, Emergency Shelter Grant Program, HOME Program, Housing Opportunities for Persons with Aids Program and to present to HUD for approval.



CITY OF BRIDGEPORT  
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

THOMAS R. SHERWOOD  
Director

COMM. # 37-10 Referred to Budget & Appropriations Committee 02/22/2011

February 16, 2011

Mr. Robert Curwen, Mr. Angel DePara, Co-Chairmen  
Budget and Appropriations Committee  
Members of the Bridgeport City Council:

Attached, please find a request to initiate a budget transfer to the Fiscal Year 2010-11 General Fund Budget. Due to the veracity of winter storms, several **municipal garage** accounts have reached critical balances. In order to complete purchases for their supply needs for the remainder of the winter season and prepare for spring activity funds need to be restored. I am recommending the budget transfer to be as follows: Decrease line item 01310000 53130 Electricity and 01310000 53140 Gas Utility; Increase in Municipal Garage: 01305000 54010 Auto Parts, 01305000 54610 Diesel Fuel, 01305000 Vehicle Maintenance Services. The department has represented that remaining amounts after the transfer will be sufficient for the balance of the fiscal year. OPM recognizes the need for this transfer.

Sincerely,

Thomas R. Sherwood  
Director OPM

cc: Mayor Bill Finch  
Dawn Norton, Acting CFO  
Andrew Nunn, CAO  
Charles Carroll, DPF  
Paul Catino, DPF

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 16 PM 4:15  
ATTEST  
CITY CLERK

**CITY OF BRIDGEPORT**  
**Office of Policy & Management**  
**BUDGET TRANSFER REQUEST**

**DEPARTMENT: PUBLIC FACILITIES -- GARAGE / FACILITIES MAINTENANCE**

**TRANSFER REQUEST: (Please state in detail the reasons you are requesting a budget transfer, and also provide the following: the exact account numbers and names of the accounts which will be affected; the dollar amounts involved; and a statement confirming that the re-allocation of funds among the affected accounts will be sufficient for all anticipated expenditures for the remainder of the current fiscal year.)**

Please transfer \$87,000 from 01310000-53130 Facilities Maintenance Electric Utility  
and \$87,000 from 01310000-53140 Facilities Maintenance Gas Utility Services  
distributed to  
\$79,000 to 01305000-54010 Garage Auto Parts  
and \$75,000 to 01305000-54610 Garage Diesel  
and \$20,000 to 01305000-59005 Vehicle Maintenance Services

Detailed justification to follow -- driven by winter storm response primarily.

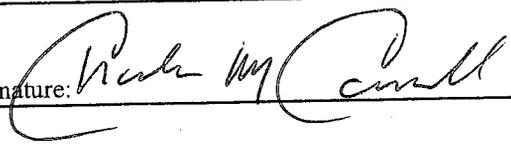
Thank you.

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POLICY & MANAGEMENT

Additional Comments:

As department head, I assure the Office of Policy and Management and the Bridgeport City Council that the need for this transfer has been thoroughly analyzed; and that the residual balances in the accounts affected above are adequate for all anticipated expenses for the remainder of the current fiscal year.

Dept. Head Signature: \_\_\_\_\_



Date: \_\_\_\_\_

16 Feb 11



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mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01305000 MUNICIPAL GARAGE  
Object code: 54010 AUTOMOTIVE PARTS  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 305 MUNICIPAL GARAGE  
LOCATION 000 NO LOCATION  
54010 AUTOMOTIVE PARTS  
Project \*UNKNOWN\*

Full description: AUTOMOTIVE PARTS  
Reference Acct:

Short desc: AUTO PARTS  
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	-500.00	24,322.26
02	.00	.00	.00	24,322.34
03	.00	.00	.00	24,322.34
04	.00	.00	.00	24,322.34
05	.00	33.66	-2,500.00	24,322.34
06	33.66	-33.66	-150.00	24,322.34
07	.00	.00	.00	24,322.34
08	.00	.00	30,000.00	24,322.34
09	.00	.00	.00	24,322.34
10	.00	.00	.00	24,322.34
11	.00	.00	.00	24,322.34
12	.00	.00	.00	24,322.34
13	.00	.00	.00	.00
Tot:	33.66	.00	26,850.00	291,868.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	33.66	Original Budget	265,518.00
Encumbrances	138.58	Budget Tranfr In	30,000.00
Requisitions	.00	Budget Tranfr Out	-3,150.00
Total	172.24	Carry Fwd Budget	.00
Available Budget	292,195.76	Carry Fwd Bud Tfr	.00
Percent Used	.06	Revised Budget	292,368.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	285,518.00
Actual-Last Yr	.00	BOE	285,518.00
Estim-Actual	265,018.00	OPM	265,518.00
	.00	MAYOR	265,518.00
		COUNCIL	265,518.00



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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
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LAST YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	134.03	28,808.76
02	183.72	-134.03	28,808.84
03	-75.00	386.73	28,808.84
04	339.78	-386.73	28,808.84
05	.00	.00	28,808.84
06	.00	.00	28,808.84
07	.00	.00	28,808.84
08	-1,399.76	.00	28,808.84
09	.00	167.86	28,808.84
10	157.86	-167.86	28,808.84
11	.00	15.00	28,808.84
12	40.56	-15.00	28,808.84
13	.00	.00	.00
Tot:	-752.84	.00	345,706.00

PRIOR YEARS TOTAL AMOUNTS

2010 Actual	-752.84	2010 Orig Budget	267,305.00
2010 Closed @ YE	-752.84	2010 Bud Tfr In	80,188.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-1,787.00
2010 Memo Bal	-752.84	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	345,706.00
2008 Actual	.00	2009 Orig Budget	.00
2007 Actual	.00	2009 Revsd Budget	.00
2006 Actual	.00	2008 Orig Budget	.00
2005 Actual	.00	2008 Revsd Budget	.00
2004 Actual	.00		
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

FUTURE YEAR AMOUNTS

PER	2012 BUDGET		BUDGET	
00	.00	2012 DEPARTMENT	.00	.00
01	.00	2012 BOE	.00	.00
02	.00	2012 OPM	.00	.00
03	.00	2012 MAYOR	.00	.00
04	.00	2012 COUNCIL	.00	.00
05	.00	2012 Revised	.00	.00
06	.00	2013 Estimate	.00	.00
07	.00	2014 Estimate	.00	.00
08	.00	2015 Estimate	.00	.00
09	.00	2016 Estimate	.00	.00
10	.00			
11	.00	2012 Memo Bal	.00	
12	.00	2012 Encumbrance	.00	
13	.00	2012 Requisition	.00	
Tot:	.00			

ACCOUNT NOTES

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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01305000 MUNICIPAL GARAGE  
Object code: 54610 DIESEL  
Project code: \*UNKNOWN\*

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 305 MUNICIPAL GARAGE  
LOCATION 000 NO LOCATION  
54610 DIESEL  
Project \*UNKWN

Type: E  
Status: A  
Budgetary: Y

Full description: DIESEL  
Reference Acct:

Short desc: DIESEL  
Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	26,916.63
02	.00	.00	.00	26,916.67
03	.00	.00	.00	26,916.67
04	.00	.00	.00	26,916.67
05	.00	.00	.00	26,916.67
06	.00	.00	.00	26,916.67
07	.00	.00	.00	26,916.67
08	.00	.00	-40,000.00	26,916.67
09	.00	.00	.00	26,916.67
10	.00	.00	.00	26,916.67
11	.00	.00	.00	26,916.67
12	.00	.00	.00	26,916.67
13	.00	.00	.00	.00
Tot:	.00	.00	-40,000.00	323,000.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	.00	Original Budget 363,000.00
Encumbrances	.00	Budget Tranfr In .00
Requisitions	.00	Budget Tranfr Out -40,000.00
Total	.00	Carry Fwd Budget .00
Available Budget	323,000.00	Carry Fwd Bud Tfr .00
Percent Used	.00	Revised Budget 323,000.00
Inceptn to SOY	.00	Inceptn Orig Bud .00
		Inceptn Revsd Bud .00
Encumb-Last Yr	.00	DEPARTMENT 363,000.00
Actual-Last Yr	.00	BOE 363,000.00
Estim-Actual	363,000.00	OPM 363,000.00
	.00	MAYOR 363,000.00
		COUNCIL 363,000.00



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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
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PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	27,025.38
02	.00	.00	27,025.42
03	.00	.00	27,025.42
04	.00	.00	27,025.42
05	.00	.00	27,025.42
06	.00	.00	27,025.42
07	.00	.00	27,025.42
08	.00	.00	27,025.42
09	.00	.00	27,025.42
10	.00	.00	27,025.42
11	.00	.00	27,025.42
12	.00	.00	27,025.42
13	.00	.00	.00
Tot:	.00	.00	324,305.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2010 Actual	.00	2010 Orig Budget	375,000.00
2010 Closed @ YE	.00	2010 Bud Tfr In	.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-50,695.00
2010 Memo Bal	.00	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	324,305.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2012 BUDGET		BUDGET
00	.00	2012 DEPARTMENT	.00
01	.00	2012 BOE	.00
02	.00	2012 OPM	.00
03	.00	2012 MAYOR	.00
04	.00	2012 COUNCIL	.00
05	.00	2012 Revised	.00
06	.00	2013 Estimate	.00
07	.00	2014 Estimate	.00
08	.00	2015 Estimate	.00
09	.00	2016 Estimate	.00
10	.00		
11	.00	2012 Memo Bal	.00
12	.00	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
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Org code: 01305000 MUNICIPAL GARAGE  
Object code: 59005 VEHICLE MAINTENANCE SERVICES  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 305 MUNICIPAL GARAGE  
LOCATION 000 NO LOCATION  
59005 VEHICLE MAINTENANCE SERVICES  
Project \*UNKNOWN\*

Full description: VEHICLE MAINTENANCE SERVICES Short desc: VEH MAINT  
Reference Acct: Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.09	.00	.00
01	.00	-.09	.00	14,858.37
02	-2,983.25	.00	.00	14,858.33
03	.00	.00	-9,000.00	14,858.33
04	-724.45	.00	.00	14,858.33
05	.00	.00	.00	14,858.33
06	-205.39	.00	.00	14,858.33
07	.00	.00	4,000.00	14,858.33
08	.00	.00	42,000.00	14,858.33
09	.00	.00	.00	14,858.33
10	.00	.00	.00	14,858.33
11	.00	.00	.00	14,858.33
12	.00	.00	.00	14,858.33
13	.00	.00	.00	.00
Tot:	-3,913.09	.00	37,000.00	178,300.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	-3,913.09	Original Budget	141,300.00
Encumbrances	1,398.46	Budget Tranfr In	46,000.00
Requisitions	.00	Budget Tranfr Out	-9,000.09
Total	-2,514.63	Carry Fwd Budget	.09
Available Budget	180,814.63	Carry Fwd Bud Tfr	-.09
Percent Used	-1.41	Revised Budget	178,300.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	141,300.00
Actual-Last Yr	.00	BOE	141,300.00
Estim-Actual	141,300.00	OPM	141,300.00
	.00	MAYOR	141,300.00
		COUNCIL	141,300.00



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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
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PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	12,918.86
02	.00	.00	12,918.74
03	.00	236.12	12,918.74
04	236.12	-236.12	12,918.74
05	.00	.00	12,918.74
06	.00	.00	12,918.74
07	6.99	.00	12,918.74
08	.00	380.25	12,918.74
09	562.25	-242.25	12,918.74
10	138.00	-138.00	12,918.74
11	-500.00	.00	12,918.74
12	379.98	.09	12,918.74
13	.00	-.09	.00
Tot:	823.34	.00	155,025.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2010 Actual	823.34	2010 Orig Budget	142,000.00
2010 Closed @ YE	823.34	2010 Bud Tfr In	19,500.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-6,475.00
2010 Memo Bal	823.34	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	155,025.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2012 BUDGET		BUDGET
00	.00	2012 DEPARTMENT	.00 .00
01	.00	2012 BOE	.00 .00
02	.00	2012 OPM	.00 .00
03	.00	2012 MAYOR	.00 .00
04	.00	2012 COUNCIL	.00 .00
05	.00	2012 Revised	
06	.00	2013 Estimate	.00 .00
07	.00	2014 Estimate	.00 .00
08	.00	2015 Estimate	.00 .00
09	.00	2016 Estimate	.00 .00
10	.00		
11	.00	2012 Memo Bal	.00
12	.00	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01310000 FACILITIES MAINTENANCE  
Object code: 53130 ELECTRIC UTILITY SERVICES  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 310 FACILITIES MAINTENANCE  
LOCATION 000 NO LOCATION  
53130 ELECTRIC UTILITY SERVICES  
Project \*UNKNOWN\*

Full description: ELECTRIC UTILITY SERVICES  
Reference Acct:

Short desc: ELECTRICIT  
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	1,301.80	.00	356,666.63
02	.00	.00	.00	356,666.67
03	1,301.80	161.91	.00	356,666.67
04	1,463.71	-86.10	.00	356,666.67
05	1,377.61	-516.95	.00	356,666.67
06	860.66	684.54	.00	356,666.67
07	.00	.00	.00	356,666.67
08	.00	.00	.00	356,666.67
09	.00	.00	.00	356,666.67
10	.00	.00	.00	356,666.67
11	.00	.00	.00	356,666.67
12	.00	.00	.00	356,666.67
13	.00	.00	.00	.00
Tot:	5,003.78	1,545.20	.00	4,280,000.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	6,548.98	Original Budget	4,280,000.00
Encumbrances	1,847.33	Budget Tranfr In	.00
Requisitions	1,692.19	Budget Tranfr Out	.00
Total	10,088.50	Carry Fwd Budget	.00
Available Budget	4,269,911.50	Carry Fwd Bud Tfr	.00
Percent Used	.24	Revised Budget	4,280,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	4,355,000.00
Actual-Last Yr	.00	BOE	4,355,000.00
Estim-Actual	4,280,000.00	OPM	4,355,000.00
	.00	MAYOR	4,355,000.00
		COUNCIL	4,280,000.00



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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
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PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	352,317.87
02	.00	.00	352,317.83
03	.00	.00	352,317.83
04	.00	.00	352,317.83
05	.00	.00	352,317.83
06	.00	855.85	352,317.83
07	.00	-855.85	352,317.83
08	.00	.00	352,317.83
09	.00	.00	352,317.83
10	1,573.27	.00	352,317.83
11	2,724.03	.00	352,317.83
12	2,906.35	.00	352,317.83
13	.00	.00	.00
Tot:	7,203.65	.00	4,227,814.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2010 Actual	7,203.65	2010 Orig Budget	4,765,163.00
2010 Closed @ YE	7,203.65	2010 Bud Tfr In	.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-537,349.00
2010 Memo Bal	7,203.65	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	4,227,814.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2012 BUDGET		BUDGET
00	.00	2012 DEPARTMENT	.00 .00
01	.00	2012 BOE	.00 .00
02	.00	2012 OPM	.00 .00
03	.00	2012 MAYOR	.00 .00
04	.00	2012 COUNCIL	.00 .00
05	.00	2012 Revised	
06	.00	2013 Estimate	.00 .00
07	.00	2014 Estimate	.00 .00
08	.00	2015 Estimate	.00 .00
09	.00	2016 Estimate	.00 .00
10	.00		
11	.00	2012 Memo Bal	.00
12	.00	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01310000 FACILITIES MAINTENANCE  
Object code: 53140 GAS UTILITY SERVICES  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 310 FACILITIES MAINTENANCE  
LOCATION 000 NO LOCATION  
53140 GAS UTILITY SERVICES  
Project \*UNKNOWN\*

Full description: GAS UTILITY SERVICES  
Reference Acct:

Short desc: GAS UTILIT  
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----					
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET	
00	.00	.00	.00	.00	.00
01	.00	.00	.00	.00	85,916.63
02	.00	.00	.00	.00	85,916.67
03	.00	.00	.00	.00	85,916.67
04	.00	.00	.00	.00	85,916.67
05	.00	.00	.00	.00	85,916.67
06	.00	.00	.00	.00	85,916.67
07	.00	.00	.00	.00	85,916.67
08	.00	.00	.00	.00	85,916.67
09	.00	.00	.00	.00	85,916.67
10	.00	.00	.00	.00	85,916.67
11	.00	.00	.00	.00	85,916.67
12	.00	.00	.00	.00	85,916.67
13	.00	.00	.00	.00	.00
Tot:	.00	.00	.00	.00	1,031,000.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	.00	Original Budget	1,031,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	1,031,000.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	1,031,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	1,031,000.00
Actual-Last Yr	.00	BOE	1,031,000.00
Estim-Actual	1,031,000.00	OPM	1,031,000.00
	.00	MAYOR	1,031,000.00
		COUNCIL	1,031,000.00



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CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
glactinq

PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	72,091.13
02	.00	.00	72,091.17
03	.00	.00	72,091.17
04	.00	.00	72,091.17
05	.00	.00	72,091.17
06	.00	.00	72,091.17
07	-24.84	.00	72,091.17
08	.00	.00	72,091.17
09	.00	.00	72,091.17
10	.00	.00	72,091.17
11	.00	.00	72,091.17
12	.00	.00	72,091.17
13	.00	.00	.00
Tot:	-24.84	.00	865,094.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2010 Actual	-24.84	2010 Orig Budget	1,173,664.00
2010 Closed @ YE	-24.84	2010 Bud Tfr In	.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-308,570.00
2010 Memo Bal	-24.84	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	865,094.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2012 BUDGET		BUDGET
00	.00	2012 DEPARTMENT	.00
01	.00	2012 BOE	.00
02	.00	2012 OPM	.00
03	.00	2012 MAYOR	.00
04	.00	2012 COUNCIL	.00
05	.00	2012 Revised	.00
06	.00	2013 Estimate	.00
07	.00	2014 Estimate	.00
08	.00	2015 Estimate	.00
09	.00	2016 Estimate	.00
10	.00		
11	.00	2012 Memo Bal	.00
12	.00	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

\*\* END OF REPORT - Generated by Anaeto, Mark \*\*



CITY OF BRIDGEPORT  
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

THOMAS R. SHERWOOD  
Director

COMM # 38-10 Referred to Budget & Appropriations Committee (02/22/2011)

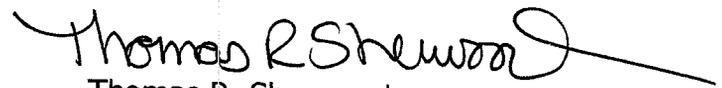
February 16, 2011

Mr. Robert Curwen, Mr. Angel DePara, Co-Chairmen  
Budget and Appropriations Committee  
Members of the Bridgeport City Council:

Attached, please find a request to initiate a budget transfer to the Fiscal Year 2010-11 General Fund Budget. With the conversion to MUNIS, several **Golf Course** supply accounts no longer are properly allocated in accounts for repair and maintenance of golf course equipment that we historically do in the winter downtime season. In order to complete purchases for their supply needs for the remainder of the winter season and prepare for spring activity funds need to be restored. I am recommending the budget transfer to be as follows: Decrease line item 01331000 55040 Vehicle Rental/Lease; and Increase 01331000 56170 Other maintenance and repairs. The department has represented that remaining amounts after the transfer will be sufficient for the balance of the fiscal year. OPM recognizes the need for this transfer.

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 16 P 4:30  
ATTEST  
CITY CLERK

Sincerely,

  
Thomas R. Sherwood  
Director OPM

cc: Mayor Bill Finch  
Dawn Norton, Acting CFO  
Andrew Nunn, CAO  
Charles Carroll, DPF  
Paul Catino, DPF





02/16/2011 15:16  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01331000 FAIRCHILD WHEELER GOLF COURSE  
Object code: 55040 VEHICLE RENTAL/LEASE  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 331 FAIRCHILD WHEELER GOLF COURSE  
LOCATION 000 NO LOCATION  
55040 VEHICLE RENTAL/LEASE  
Project \*UNKNOWN\*

Full description: VEHICLE RENTAL/LEASE  
Reference Acct:

Short desc: VH RENT  
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	82,800.00	.00	10,188.75
02	27,601.62	-27,601.62	.00	10,188.75
03	27,601.62	-27,601.62	.00	10,188.75
04	.00	.00	.00	10,188.75
05	.00	4.86	.00	10,188.75
06	.00	.00	.00	10,188.75
07	.00	.00	.00	10,188.75
08	.00	.00	.00	10,188.75
09	.00	.00	.00	10,188.75
10	.00	.00	.00	10,188.75
11	.00	.00	.00	10,188.75
12	.00	.00	.00	10,188.75
13	.00	.00	.00	.00
Tot:	55,203.24	27,601.62	.00	122,265.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	59,803.24	Original Budget	122,265.00
Encumbrances	23,001.62	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	82,804.86	Carry Fwd Budget	.00
Available Budget	39,460.14	Carry Fwd Bud Tfr	.00
Percent Used	67.73	Revised Budget	122,265.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	122,265.00
Actual-Last Yr	.00	BOE	122,265.00
Estim-Actual	122,265.00	OPM	122,265.00
	.00	MAYOR	122,265.00
		COUNCIL	122,265.00



02/16/2011 15:16  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
glactinq

LAST YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	13,800.81	90,555.86	9,170.38
02	13,800.81	-13,800.81	9,170.42
03	13,800.81	-13,795.95	9,170.42
04	2,300.00	-2,300.00	9,170.42
05	2,300.00	-2,300.00	9,170.42
06	2,300.00	-2,300.00	9,170.42
07	21,556.67	-21,556.67	9,170.42
08	.00	.00	9,170.42
09	11,500.81	-11,500.81	9,170.42
10	11,500.81	-11,500.81	9,170.42
11	11,500.81	-11,500.81	9,170.42
12	.00	.00	9,170.42
13	.00	.00	.00
Tot:	104,361.53	.00	110,045.00

PRIOR YEARS TOTAL AMOUNTS

2010 Actual	104,361.53	2010 Orig Budget	141,000.00
2010 Closed @ YE	104,361.53	2010 Bud Tfr In	.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-30,955.00
2010 Memo Bal	104,361.53	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	110,045.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

FUTURE YEAR AMOUNTS

PER	2012 BUDGET		BUDGET
00	.00	2012 DEPARTMENT	.00 .00
01	.00	2012 BOE	.00 .00
02	.00	2012 OPM	.00 .00
03	.00	2012 MAYOR	.00 .00
04	.00	2012 COUNCIL	.00 .00
05	.00	2012 Revised	.00 .00
06	.00	2013 Estimate	.00 .00
07	.00	2014 Estimate	.00 .00
08	.00	2015 Estimate	.00 .00
09	.00	2016 Estimate	.00 .00
10	.00		
11	.00	2012 Memo Bal	.00 .00
12	.00	2012 Encumbrance	.00 .00
13	.00	2012 Requisition	.00 .00
Tot:	.00		

ACCOUNT NOTES

\*\* END OF REPORT - Generated by Anaeto, Mark \*\*



02/16/2011 15:17  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01331000 FAIRCHILD WHEELER GOLF COURSE  
Object code: 56170 OTHER MAINTENANCE & REPAIR S  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 331 FAIRCHILD WHEELER GOLF COURSE  
LOCATION 000 NO LOCATION  
56170 OTHER MAINTENANCE & REPAIR S  
Project \*UNKNOWN\*

Full description: OTHER MAINTENANCE & REPAIR S  
Reference Acct:

Short desc: OTR MNT SR  
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	3,507.89	.00	2,058.37
02	3,420.14	-3,170.04	.00	2,058.33
03	154.20	8,684.95	.00	2,058.33
04	4,197.55	-1,450.10	.00	2,058.33
05	9,348.86	-3,544.70	.00	2,058.33
06	4,028.00	-3,533.30	.00	2,058.33
07	.00	.00	.00	2,058.33
08	.00	.00	.00	2,058.33
09	.00	.00	.00	2,058.33
10	.00	.00	.00	2,058.33
11	.00	.00	.00	2,058.33
12	.00	.00	.00	2,058.33
13	.00	.00	.00	2,058.33
Tot:	21,148.75	494.70	.00	24,700.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	21,483.68	Original Budget	24,700.00
Encumbrances	157.77	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	21,641.45	Carry Fwd Budget	.00
Available Budget	3,058.55	Carry Fwd Bud Tfr	.00
Percent Used	87.62	Revised Budget	24,700.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	24,700.00
Actual-Last Yr	.00	BOE	24,700.00
Estim-Actual	24,700.00	OPM	24,700.00
	.00	MAYOR	24,700.00
		COUNCIL	24,700.00



02/16/2011 15:17  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
glactinq

PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	56.00	11,376.45	3,605.11
02	.00	.00	3,604.99
03	3,397.35	-1,897.35	3,604.99
04	1,230.35	-1,230.35	3,604.99
05	2,592.88	-2,592.88	3,604.99
06	1,002.82	13,941.33	3,604.99
07	14,942.15	-15,986.90	3,604.99
08	.00	.00	3,604.99
09	.00	6,247.57	3,604.99
10	3,165.00	-34.00	3,604.99
11	6,453.17	-5,253.17	3,604.99
12	7,858.39	-4,570.70	3,604.99
13	.00	.00	.00
Tot:	40,698.11	.00	43,260.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2010 Actual	40,698.11	2010 Orig Budget	12,500.00
2010 Closed @ YE	40,698.11	2010 Bud Tfr In	30,760.00
2010 Encumbrance	.00	2010 Bud Tfr Out	.00
2010 Memo Bal	40,698.11	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	43,260.00
2008 Actual	.00	2009 Orig Budget	.00
2007 Actual	.00	2009 Revsd Budget	.00
2006 Actual	.00	2008 Orig Budget	.00
2005 Actual	.00	2008 Revsd Budget	.00
2004 Actual	.00		
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2012 BUDGET		BUDGET
00	.00	2012 DEPARTMENT	.00
01	.00	2012 BOE	.00
02	.00	2012 OPM	.00
03	.00	2012 MAYOR	.00
04	.00	2012 COUNCIL	.00
05	.00	2012 Revised	.00
06	.00	2013 Estimate	.00
07	.00	2014 Estimate	.00
08	.00	2015 Estimate	.00
09	.00	2016 Estimate	.00
10	.00		
11	.00	2012 Memo Bal	.00
12	.00	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

\*\* END OF REPORT - Generated by Anaeto, Mark \*\*



CITY OF BRIDGEPORT  
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

THOMAS R. SHERWOOD  
Director

COMM. # 39-10 Referred to Budget & Appropriations Committee (02/22/2011)  
February 16, 2011

Mr. Robert Curwen, Mr. Angel DePara, Co-Chairmen  
Budget and Appropriations Committee  
Members of the Bridgeport City Council:

Attached, please find a request to initiate a budget transfer to the Fiscal Year 2010-11 General Fund Budget. Due to the veracity of winter storms, several public **facility maintenance** supply accounts have reached critical balances. In order to complete purchases for their supply needs for the remainder of the winter season and prepare for spring activity funds need to be restored. I am recommending the budget transfer to be as follows: Decrease line item 01310000 53130 Electricity and 01310000 53140 Gas Utility; Increase in facilities maintenance: 01310000 56045 Building Maintenance Services, 01310000 56165 Management Services. The department has represented that remaining amounts after the transfer will be sufficient for the balance of the fiscal year. OPM recognizes the need for this transfer.

Sincerely,

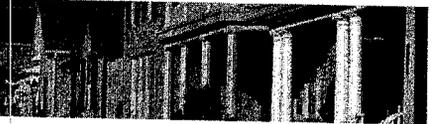
*Thomas R. Sherwood*

Thomas R. Sherwood  
Director OPM

cc: Mayor Bill Finch  
Dawn Norton, Acting CFO  
Andrew Nunn, CAO  
Charles Carroll, DPF  
Paul Catino, DPF

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 16 P 4:21  
ATTEST  
CITY CLERK





02/16/2011 15:09  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01310000 FACILITIES MAINTENANCE  
Object code: 53130 ELECTRIC UTILITY SERVICES  
Project code: \*UNKNOWN\*  
  
Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 310 FACILITIES MAINTENANCE  
LOCATION 000 NO LOCATION  
53130 ELECTRIC UTILITY SERVICES  
Project \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Full description: ELECTRIC UTILITY SERVICES  
Reference Acct:

Short desc: ELECTRICIT  
Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	1,301.80	.00	356,666.63
02	.00	.00	.00	356,666.67
03	1,301.80	161.91	.00	356,666.67
04	1,463.71	-86.10	.00	356,666.67
05	1,377.61	-516.95	.00	356,666.67
06	860.66	684.54	.00	356,666.67
07	.00	.00	.00	356,666.67
08	.00	.00	.00	356,666.67
09	.00	.00	.00	356,666.67
10	.00	.00	.00	356,666.67
11	.00	.00	.00	356,666.67
12	.00	.00	.00	356,666.67
13	.00	.00	.00	356,666.67
Tot:	5,003.78	1,545.20	.00	4,280,000.00

	ACTUAL	BUDGET
Actual (Memo)	6,548.98	Original Budget 4,280,000.00
Encumbrances	1,847.33	Budget Tranfr In .00
Requisitions	1,692.19	Budget Tranfr Out .00
Total	10,088.50	Carry Fwd Budget .00
Available Budget	4,269,911.50	Carry Fwd Bud Tfr .00
Percent Used	.24	Revised Budget 4,280,000.00
Inceptn to SOY	.00	Inceptn Orig Bud .00
		Inceptn Revsd Bud .00
Encumb-Last Yr	.00	DEPARTMENT 4,355,000.00
Actual-Last Yr	.00	BOE 4,355,000.00
Estim-Actual	4,280,000.00	OPM 4,355,000.00
	.00	MAYOR 4,355,000.00
		COUNCIL 4,280,000.00



02/16/2011 15:09  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
glactinq

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	352,317.87
02	.00	.00	352,317.83
03	.00	.00	352,317.83
04	.00	.00	352,317.83
05	.00	.00	352,317.83
06	.00	855.85	352,317.83
07	.00	-855.85	352,317.83
08	.00	.00	352,317.83
09	.00	.00	352,317.83
10	1,573.27	.00	352,317.83
11	2,724.03	.00	352,317.83
12	2,906.35	.00	352,317.83
13	.00	.00	.00
Tot:	7,203.65	.00	4,227,814.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2010 Actual	7,203.65	2010 Orig Budget	4,765,163.00
2010 Closed @ YE	7,203.65	2010 Bud Tfr In	.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-537,349.00
2010 Memo Bal	7,203.65	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	4,227,814.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2012 BUDGET		BUDGET
00	.00	2012 DEPARTMENT	.00 .00
01	.00	2012 BOE	.00 .00
02	.00	2012 OPM	.00 .00
03	.00	2012 MAYOR	.00 .00
04	.00	2012 COUNCIL	.00 .00
05	.00	2012 Revised	
06	.00	2013 Estimate	.00 .00
07	.00	2014 Estimate	.00 .00
08	.00	2015 Estimate	.00 .00
09	.00	2016 Estimate	.00 .00
10	.00		
11	.00	2012 Memo Bal	.00
12	.00	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

\*\* END OF REPORT - Generated by Anaeto, Mark \*\*



02/16/2011 15:10  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01310000 FACILITIES MAINTENANCE  
Object code: 53140 GAS UTILITY SERVICES  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 310 FACILITIES MAINTENANCE  
LOCATION 000 NO LOCATION  
53140 GAS UTILITY SERVICES  
Project \*UNKNOWN\*

Full description: GAS UTILITY SERVICES  
Reference Acct:

Short desc: GAS UTILIT  
Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	85,916.63
03	.00	.00	.00	85,916.67
04	.00	.00	.00	85,916.67
05	.00	.00	.00	85,916.67
06	.00	.00	.00	85,916.67
07	.00	.00	.00	85,916.67
08	.00	.00	.00	85,916.67
09	.00	.00	.00	85,916.67
10	.00	.00	.00	85,916.67
11	.00	.00	.00	85,916.67
12	.00	.00	.00	85,916.67
13	.00	.00	.00	85,916.67
Tot:	.00	.00	.00	1,031,000.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	.00	Original Budget	1,031,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	1,031,000.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	1,031,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	1,031,000.00
Actual-Last Yr	.00	BOE	1,031,000.00
Estim-Actual	1,031,000.00	OPM	1,031,000.00
	.00	MAYOR	1,031,000.00
		COUNCIL	1,031,000.00



02/16/2011 15:10  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
glactinq

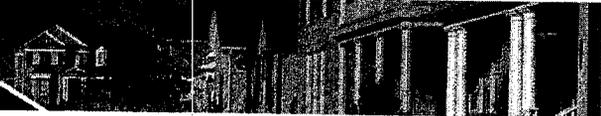
PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	72,091.13
02	.00	.00	72,091.17
03	.00	.00	72,091.17
04	.00	.00	72,091.17
05	.00	.00	72,091.17
06	.00	.00	72,091.17
07	-24.84	.00	72,091.17
08	.00	.00	72,091.17
09	.00	.00	72,091.17
10	.00	.00	72,091.17
11	.00	.00	72,091.17
12	.00	.00	72,091.17
13	.00	.00	72,091.17
Tot:	-24.84	.00	865,094.00

PRIOR YEARS		TOTAL AMOUNTS	
2010 Actual	-24.84	2010 Orig Budget	1,173,664.00
2010 Closed @ YE	-24.84	2010 Bud Tfr In	.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-308,570.00
2010 Memo Bal	-24.84	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	865,094.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

FUTURE YEAR AMOUNTS		BUDGET	
PER	2012 BUDGET	2012 DEPARTMENT	.00
00	.00	2012 BOE	.00
01	.00	2012 OPM	.00
02	.00	2012 MAYOR	.00
03	.00	2012 COUNCIL	.00
04	.00	2012 Revised	.00
05	.00	2013 Estimate	.00
06	.00	2014 Estimate	.00
07	.00	2015 Estimate	.00
08	.00	2016 Estimate	.00
09	.00		
10	.00		
11	.00	2012 Memo Bal	.00
12	.00	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	.00		

ACCOUNT NOTES

\*\* END OF REPORT - Generated by Anaeto, Mark \*\*



02/16/2011 15:15  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01310000 FACILITIES MAINTENANCE  
Object code: 56045 BUILDING MAINTENANCE SERVICE  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 310 FACILITIES MAINTENANCE  
LOCATION 000 NO LOCATION  
56045 BUILDING MAINTENANCE SERVICE  
Project \*UNKNOWN\*

Full description: BUILDING MAINTENANCE SERVICE  
Reference Acct:

Short desc: BLD MNT SR  
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	-1,600.00	14,992.50
02	.00	.00	.00	14,992.50
03	.00	.00	.00	14,992.50
04	.00	.00	.00	14,992.50
05	.00	.00	.00	14,992.50
06	.00	.00	.00	14,992.50
07	.00	.00	.00	14,992.50
08	.00	.00	.00	14,992.50
09	.00	.00	.00	14,992.50
10	.00	.00	.00	14,992.50
11	.00	.00	.00	14,992.50
12	.00	.00	.00	14,992.50
13	.00	.00	.00	14,992.50
Tot:	.00	.00	-1,600.00	179,910.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	.00	Original Budget	183,110.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	-1,600.00
Total	.00	Carry Fwd Budget	.00
Available Budget	181,510.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	181,510.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	184,110.00
Actual-Last Yr	.00	BOE	184,110.00
Estim-Actual	181,510.00	OPM	183,110.00
	.00	MAYOR	183,110.00
		COUNCIL	183,110.00



02/16/2011 15:15  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
glactinq

PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	206.25	206.25	24,302.27
03	700.00	493.75	24,302.43
04	.00	-700.00	24,302.43
05	.00	.00	24,302.43
06	.00	.00	24,302.43
07	.00	270.00	24,302.43
08	.00	.00	24,302.43
09	.00	234.50	24,302.43
10	234.50	-369.50	24,302.43
11	.00	-135.00	24,302.43
12	.00	.00	24,302.43
13	3,402.24	.00	24,302.43
Tot:	4,542.99	.00	291,629.00

PRIOR YEARS		TOTAL AMOUNTS	
2010 Actual	4,542.99	2010 Orig Budget	194,310.00
2010 Closed @ YE	4,542.99	2010 Bud Tfr In	116,099.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-18,780.00
2010 Memo Bal	4,542.99	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	291,629.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

FUTURE YEAR AMOUNTS		BUDGET	
PER	2012 BUDGET	2012 DEPARTMENT	BUDGET
00	.00	2012 BOE	.00
01	.00	2012 OPM	.00
02	.00	2012 MAYOR	.00
03	.00	2012 COUNCIL	.00
04	.00	2012 Revised	.00
05	.00	2013 Estimate	.00
06	.00	2014 Estimate	.00
07	.00	2015 Estimate	.00
08	.00	2016 Estimate	.00
09	.00		
10	.00		
11	.00	2012 Memo Bal	.00
12	.00	2012 Encumbrance	.00
13	.00	2012 Requisition	.00
Tot:	.00		

ACCOUNT NOTES

\*\* END OF REPORT - Generated by Anaeto, Mark \*\*



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mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 1  
glactinq

Org code: 01310000 FACILITIES MAINTENANCE  
Object code: 56165 MANAGEMENT SERVICES  
Project code: \*UNKNOWN\*

Type: E  
Status: A  
Budgetary: Y

Fund 01 GENERAL FUND  
FUNCTION 03 PUBLIC FACILITIES  
AGENCY 030 PUBLIC FACILITIES  
DEPARTMENT 310 FACILITIES MAINTENANCE  
LOCATION 000 NO LOCATION  
56165 MANAGEMENT SERVICES  
Project \*UNKNOWN\*

Full description: MANAGEMENT SERVICES  
Reference Acct:

Short desc: MNGMNT SRV  
Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	775.00
02	.00	.00	.00	775.00
03	.00	.00	.00	775.00
04	.00	.00	.00	775.00
05	.00	.00	.00	775.00
06	.00	.00	.00	775.00
07	.00	.00	3,000.00	775.00
08	.00	.00	.00	775.00
09	.00	.00	.00	775.00
10	.00	.00	.00	775.00
11	.00	.00	.00	775.00
12	.00	.00	.00	775.00
13	.00	.00	.00	.00
Tot:	.00	.00	3,000.00	9,300.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	.00	Original Budget	6,300.00
Encumbrances	.00	Budget Tranfr In	3,000.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	9,300.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	9,300.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	6,300.00
Actual-Last Yr	.00	BOE	6,300.00
Estim-Actual	.00	OPM	6,300.00
		MAYOR	6,300.00
		COUNCIL	6,300.00



02/16/2011 15:15  
mark.anaeto

CITY OF BRIDGEPORT  
G/L ACCOUNT - MASTER INQUIRY

PG 2  
glactinq

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.38
02	.00	.00	1,058.42
03	.00	.00	1,058.42
04	.00	.00	1,058.42
05	.00	.00	1,058.42
06	.00	.00	1,058.42
07	.00	.00	1,058.42
08	.00	.00	1,058.42
09	.00	.00	1,058.42
10	.00	.00	1,058.42
11	.00	.00	1,058.42
12	.00	.00	1,058.42
13	.00	.00	1,058.42
Tot:	.00	.00	12,701.00

PRIOR YEARS		TOTAL AMOUNTS	
2010 Actual	.00	2010 Orig Budget	1,800.00
2010 Closed @ YE	.00	2010 Bud Tfr In	12,600.00
2010 Encumbrance	.00	2010 Bud Tfr Out	-1,699.00
2010 Memo Bal	.00	2010 C Fwd Budget	.00
2009 Actual	.00	2010 Revsd Budget	12,701.00
2008 Actual	.00		
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00	2008 Orig Budget	.00
2004 Actual	.00	2008 Revsd Budget	.00
2003 Actual	.00		
2002 Actual	.00	2010	0.00
2001 Actual	.00	2009	0.00
		2008	0.00

FUTURE YEAR AMOUNTS		BUDGET	
PER	2012 BUDGET	2012 DEPARTMENT	.00
00	.00	2012 BOE	.00
01	.00	2012 OPM	.00
02	.00	2012 MAYOR	.00
03	.00	2012 COUNCIL	.00
04	.00	2012 Revised	.00
05	.00	2013 Estimate	.00
06	.00	2014 Estimate	.00
07	.00	2015 Estimate	.00
08	.00	2016 Estimate	.00
09	.00		
10	.00	2012 Memo Bal	.00
11	.00	2012 Encumbrance	.00
12	.00	2012 Requisition	.00
13	.00		
Tot:	.00		

ACCOUNT NOTES

\*\* END OF REPORT - Generated by Anaeto, Mark \*\*



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**DEPARTMENT OF CENTRAL GRANTS AND  
COMMUNITY DEVELOPMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ANDREW J. NUNN  
CAO

ALANNA C. KABEL  
Deputy CAO of Central Grants  
and Community Development

COMM#40-10 Referred to ECD&E Committee on 2/22/2011

February 16, 2011

To: Fleeta Hudson  
From: Renu Gupta  
CC: Andrew Nunn, Adam Wood, Alexandra McGoldrick  
Re: Oral Health Care Grant

The Central Grants & Community Development seeks authorization for Mayor Finch to enter into contract with Southwest Community Health Center for Oral Health Care Grant and to sign all related documents, subcontracts and resolutions.

Oral Health Care Grant program is an intervention and preventive program to promote good oral healthcare among pregnant women and those contemplating pregnancy.

Please feel free to call me at 576-7732 with any questions.

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 16 PM 4:45  
ATTEST  
CITY CLERK



**EXECUTIVE SUMMARY  
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

---

PROJECT TITLE: Oral Health Care Grant

RENEWAL  NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants & Community  
Development

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

**PROJECT SUMMARY/DESCRIPTION:**

Oral Health Care Grant program is an intervention and preventive program to promote good oral healthcare among pregnant women and those contemplating pregnancy.

**CONTRACT DATES:**

Jan, 2011- Dec2012

**PROGRAM GOALS AND OBJECTIVES**

The goal of the Program is to remove raise awareness, develop tools and promote good oral hygiene

---

**IF APPLICABLE**

**FUNDING SOURCES** (include matching/in-kind funds):

Federal:  
State: \$5,000  
City:  
Other:

**FUNDS REQUESTED**

Salaries/Benefits: \$5,000  
Office/Medical Supplies:  
Refreshments  
Travel:  
Subcontracts: Yes  No

**WHEREAS**, the Southwest Community Health Center is authorized to extend financial assistance to municipalities in the form of grants and subcontracts; and,

**WHEREAS**, this funding has been made possible through a grant they received from the Connecticut Health Foundation and,

**WHEREAS**, funds under this grant will be used for intervention and preventive program to promote good oral healthcare among pregnant women and those contemplating pregnancy,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the Southwest Community Health Center in an amount not to exceed \$5,000 for the purpose of providing intervention and preventive oral health care program to women of childbearing age; and

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

That it is cognizant of the City's grant application and sub contract to the Southwest Community Health Center to provide intervention and preventive oral health care program to women of childbearing age and

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwest Community Health Center for a Oral Health Care Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



PET. # 36-10 Referred to Public Safety and Transportation Committee (02/22/2011)

February 16, 2011

Ms. Frances Wilson  
Assistant City Clerk  
45 Lyon Terrace  
Room 204  
Bridgeport, CT 06610

Dear Ms. Wilson:

Attached please find a submission for City Council approval relating to Bus Shelters. On March 23, 2009, Consent Calendar #58-08, Greater Bridgeport Transit received approval of bus shelters locations subject to three (3) conditions. Those conditions have been met and we respectfully request the City Council's final approval.

Please note that the attached maintenance program is a minimum requirement for our contractor and that GBT will consider maintenance of shelter zones in its review of proposals.

One original and thirteen (13) copies are herein enclosed. I have also attached renderings of the proposed shelter for Council review. We would be glad to discuss the process used to arrive at this model.

Should you have any questions or require additional information, please feel free to contact me at (203) 366-7070 extension 132 or [aaldrich@gogbt.com](mailto:aaldrich@gogbt.com)

Sincerely,

A handwritten signature in black ink, appearing to read 'A. S. Aldrich', written in a cursive style.

Andrea Sangrey Aldrich

*Planning/bptcityclerkbusshetletersfeb 2011/amsa/2/11*

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 16 P 3:31  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

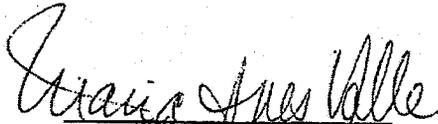
## \*58-08 Consent Calendar

**RESOLVED**, That the attached request from the Greater Bridgeport Transit Authority (GBTA) for approval of Bus Shelter locations and design, be and it hereby is, in all respects, approved; subject to the conditions set forth by the Public Safety Committee being satisfied:

- 1). Keep Bus Station Listed as to be removed on line 2 of Exhibit A, Shelter Inventory.
- 2). Amended List of Locations and Design of Bus Shelters to be submitted to this Committee and the City Council before the purchase and installation.
- 3). Submit Details of Maintenance Plans for Bus Stop Areas and Bus Shelters to this Committee and City Council before the new shelters are purchased and installed.

Respectfully submitted,

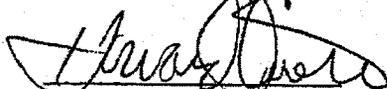
### THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

  
\_\_\_\_\_  
Maria I. Valle

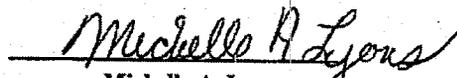
Co-Chair

  
\_\_\_\_\_  
Richard Bonney

Richard Bonney

  
\_\_\_\_\_  
Howard Austin, Sr.

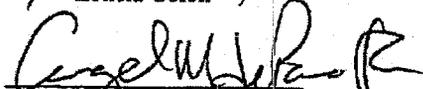
Howard Austin, Sr.

  
\_\_\_\_\_  
Michelle A. Lyons

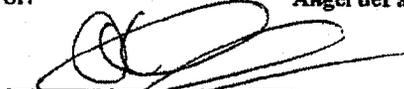
Michelle A. Lyons  
Co-Chair

  
\_\_\_\_\_  
Leticia Colon

Leticia Colon

  
\_\_\_\_\_  
Angel dePara

Angel dePara

  
\_\_\_\_\_  
Andre E. Baker, Jr.

Andre E. Baker, Jr.

**\*58-08 Consent Calendar**

**Greater Bridgeport Transit Authority (GBTA) +  
Design & Installation of Bus Stop Shelters at  
various locations.**

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

**Submitted: March 23, 2009 (Special Meeting**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved \_\_\_\_\_

Mayor



## GREATER BRIDGEPORT TRANSIT BUS SHELTER PROGRAM - 2011

### General Bus Shelter Maintenance Zone Standards:

The Contractor shall, at a minimum, maintain the stops, according to the following standards. Regularly scheduled maintenance shall, at a minimum, include the provision of a service crew, equipment, and materials to perform the following maintenance activities:

- Remove graffiti and stickers and other materials from bus stop amenities and any other surface within the zone at each visit.
- Empty trash receptacles (where included) and install new liners at each visit. Dispose of refuse at approved location.
- Remove litter in bus zone as needed to maintain a clean stop environment at each visit.
- Test lighting once per week, replacing light bulbs as needed.
- Power-wash amenities and zone pavement as needed to maintain cleanliness, on a regular schedule approved by GBT. Power-wash entire shelter structure a minimum of once per quarter.
- Provide paint touch up to amenities as needed to repair etching or damage using paint specified by manufacturer each visit.
- Repair glass when cracked, chipped or broken or when damaged by graffiti or scratches.
- Inspect bus stop zone and amenities for operational safety, reporting any repair needs on a daily basis.

The above represents the general specifications for the GBT's shelter program maintenance. Proposers shall provide a detailed maintenance plan as part of their proposal for this program which includes:

- The frequency of cleaning (the frequency of various cleanings along with response times for reports of damage or cleaning needs)
- Levels of cleaning (e.g. daily cleanings, deep cleanings, overhauls etc)
- Cleanliness standards
- Provisions for the safety of crews, pedestrians, transit riders
- Provisions for reporting cleanings and maintenance to the GBT
- Materials/cleaning supplies to be used in the maintenance program
- Equipment to be used in the maintenance program
- Trash receptacle emptying schedule
- Plan for snow removal
- Plan for Quality Assurance (QA) and monitoring work of the service crews
- Communication plan between the contractor and service crews
- Any other items to demonstrate a superior shelter and bus stop zone maintenance program

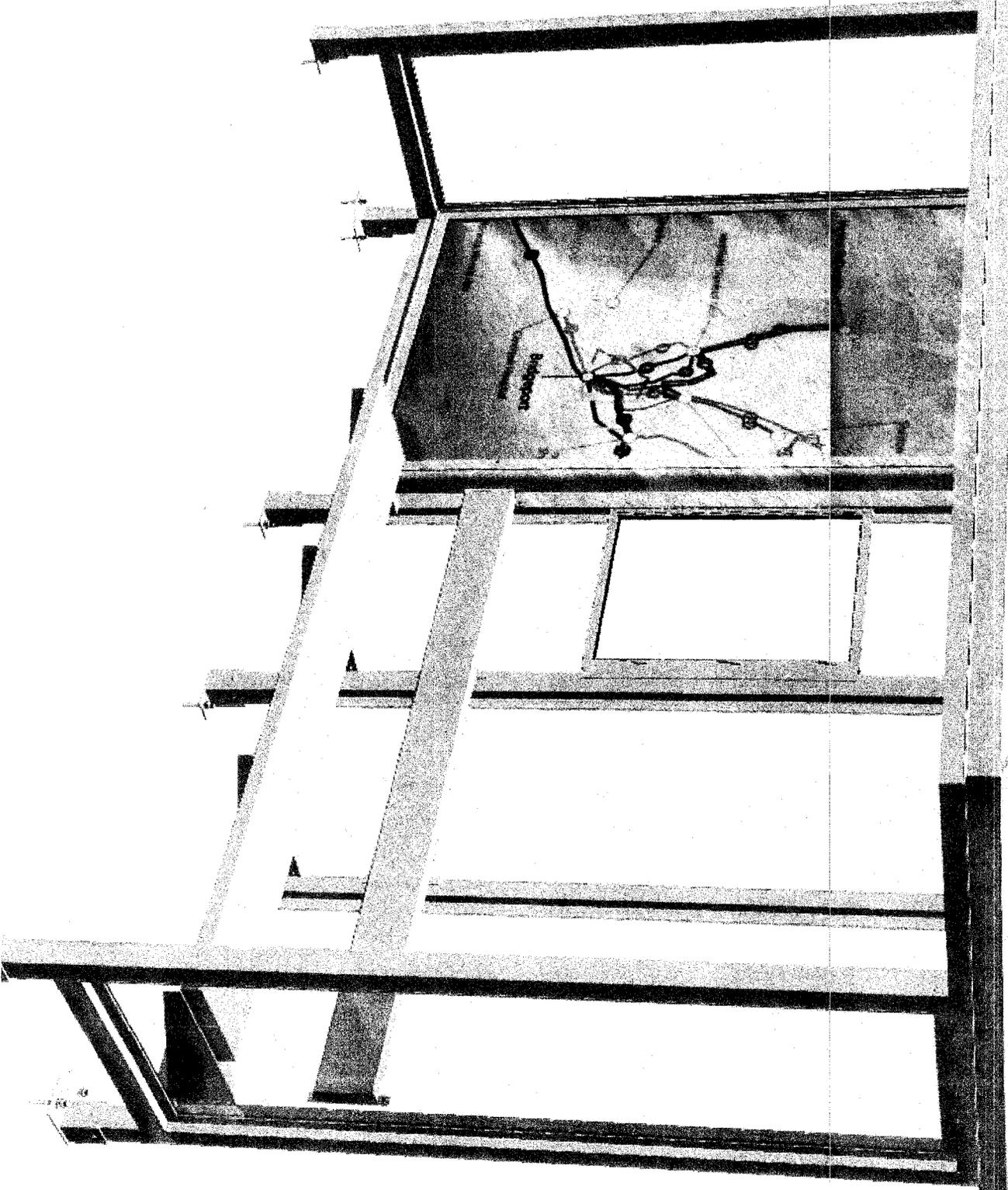
### Special Service Requests

The Contractor shall provide a service crew and equipment for immediate response to unscheduled requests for service that may be needed when shelters are damaged or otherwise become in disrepair between regularly scheduled services.

### Perform Maintenance Services in a Safe Manner

The Contractor shall perform bus stop maintenance in a safe manner that protects service crews, pedestrians, transit riders, and vehicular traffic. The Contractor shall practice traffic management plans that provide for vehicle safety and limit congestion.

**gbot**  
GREATER  
BRIDGEPORT  
TRANSIT





**g**  
**t**  
GREATER  
BRIDGEPORT  
TRANSIT



Bill Finch  
Mayor

City of Bridgeport  
Labor Relations and Benefits Administration  
Labor Relations Office  
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 203-576-7843

Lawrence E. Osborne, Jr.  
Director

Thomas C. McCarthy  
Acting Deputy Director

Janet M. Finch  
Human Resources Manager

Richard D. Weiner  
Benefits Manager

COMM#41-10 Referred to Contracts Committee on 2/22/2011  
(OFF THE FLOOR)

February 22, 2011

Honorable City Council Members  
Office of the City Clerk  
City of Bridgeport

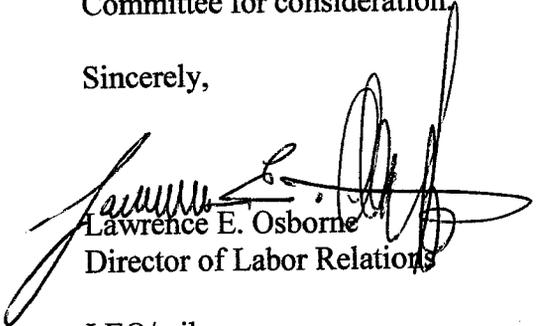
**RE: Fire Fighters, Local 834 Tentative Agreement**

Dear Honorable Members:

The City of Bridgeport and the Fire Fighters, Local 834 have reached a tentative agreement concerning the terms and conditions of employment for their membership. Enclosed you will find the tentative agreement.

We are requesting that the City Council refer the tentative agreement to the Contracts Committee for consideration.

Sincerely,

  
Lawrence E. Osborne  
Director of Labor Relations

LEO/mjh

pc: Mayor Bill Finch  
Adam Wood, Chief of Staff  
Andrew Nunn, Chief Administrative Officer  
Thomas Sherwood, Director of OPM  
File

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 24 A 10:14  
ATTEST  
CITY CLERK

## TENTATIVE AGREEMENT 2009/2010 BRIDGEPORT FIRE NEGOTIATIONS

2/18/11

ISSUE	TERMS
<b>Duration 5 years 7/1/09 to 6/30/14</b>	7/1/09 to 6/30/14
<b>Wages</b>	
7-1-09 =	0%
7-1-10 =	0%
4-1-11 =	2.5%
7-1-11 =	0%
1-1-12 =	3.0%
7-1-12 =	2.5%
1-1-13 =	3.0%
1-1-14 =	3.0%
<b>Overtime*</b>	Effective 4/1/11 through 6/30/11 all overtime will be paid at straight time for all ranks. Back to time and a half 7-1-11.  Ancillary personnel to work line overtime – see attached.
<b>Night Differential</b>	
4/1/11	\$1.40/hour
7/1/11	\$1.55/hour
1/1/12	\$1.70/hour
<b>Manpower*</b>	Max – sunset 6/30/2014
<b>PCS</b>	7/1/09 12% (500) / same retirees
<b>PCS</b>	7/1/10 12% (500) / same retirees
<b>PCS</b>	
<b>PCS</b>	
<b>PCS</b>	
<b>PCS</b>	4/1/11 25% (2,000) / same retirees
<b>PCS</b>	1/1/11 new hires only 25% + 1% p/y to 50% max
<b>Pension Plan</b>	ASAP MERF (current and future members)
<b>Take Home Cars</b>	determined by the Chief
<b>Grievance Committee</b>	Union Members Only
<b>Longevity</b>	New hires 10 years
<b>Vacation</b>	New hires 4 weeks max

RECEIVED  
 CITY CLERK'S OFFICE  
 2011 FEB 23 4:56  
 ATTEST  
 CITY CLERK

\*See Attached

*David D.* \_\_\_\_\_  
2-22-11

*Robert Whalbert*

**MEMORANDUM OF UNDERSTANDING**

**Supplement to Article 8 – Manpower**

**“Max” Agreement**

The Union and the City agree that Article 8 Manpower, Sections 1A, 1B, 1C, and 1E, shall remain unchanged in terms of the minimum number of firefighters/officers assigned to platoons or companies of 61 (**min**). The City agrees that it shall not assign more than 65 employees (**max**) per platoon.

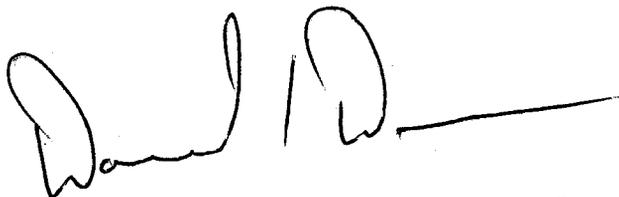
The parties agree that this provision shall expire and sunset upon the signing of a successor agreement OR ON June 30, 2014, whichever occurs first. Accordingly, unless this agreement is extended by a successor, the City may revert to the previous agreement and practices regarding Article 8 Manpower, that existed during the term of the 2004 through 2009 Collective Bargaining Agreement.

For the City:

For the Union:

\_\_\_\_\_  
Bill Finch, Mayor

\_\_\_\_\_  
Robert Whitbread, Union President





2-22-11

**MEMORANDUM OF UNDERSTANDING**

**Supplement to Article 11 - Overtime**

**"Ancillary Personnel Working Line Overtime"**

The Union and the City agree that Article 11 Overtime, and Appendix A Rules and Procedures for Overtime shall be changed to conform to the parties' agreement regarding Max limits on Manpower. Accordingly, ancillary personnel in the following classifications and divisions will be eligible to work overtime on the line.

In any week that an ancillary holiday occurs, ancillary personnel will have the opportunity to work on Saturday day/night of that calendar week. (Thanksgiving week will be Saturday and Sunday day/night). Names will be added to line OT list. Overtime on the line will be paid same as line personnel. The following divisions are eligible to work line overtime on the above named shifts:

Central Office Staff:

Captain, Lieutenant, Pumper Engineer, Firefighter

Training Division:

Assistant Chief, Captain, Lieutenant, Pumper Engineer, Firefighter

Maintenance Division:

Lieutenant

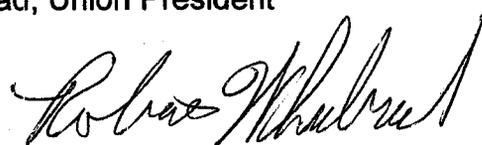
It is the parties' intent that this agreement shall remain in force and effect during the same period of time as the agreement concerning Maximum staffing remains in effect.

For the City:

For the Union:

\_\_\_\_\_  
Bill Finch, Mayor

\_\_\_\_\_  
Robert Whitbread, Union President



2-22-11

**OFF THE RECORD**

**TENTATIVE AGREEMENT**

**BETWEEN THE**

**CITY OF BRIDGEPORT**

**AND**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**AFL-CIO, LOCAL 834**

**JULY 1, 2009 THROUGH JUNE 30, 2014**

PREAMBLE .....	
ARTICLE 1-	RECOGNITION .....
ARTICLE 2-	PAYROLL DEDUCTION OF UNION FEES, DUES AND ASSESSMENTS .....
ARTICLE 3-	EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT .....
ARTICLE 4 -	BULLETIN BOARDS .....
ARTICLE 5 -	DISCIPLINARY ACTION .....
ARTICLE 6 -	ADJUSTMENT OF GRIEVANCE PROCEDURE .....
ARTICLE 7 -	UNION BUSINESS LEAVE.....
ARTICLE 8 -	MANPOWER .....
ARTICLE 9 -	HOLIDAYS .....
ARTICLE 10-	WORK WEEK .....
ARTICLE 11-	OVERTIME .....
ARTICLE 12-	VACATIONS .....
ARTICLE 13-	INJURY LEAVE .....
ARTICLE 14-	SPECIAL LEAVE.....
ARTICLE 14A-	MATERNITY LEAVE.....
ARTICLE 14B-	FAMILY LEAVE.....
ARTICLE 14C-	SICK LEAVE.....
ARTICLE 15-	FUNERAL LEAVE.....
ARTICLE 16-	UNIFORM ALLOWANCE.....
ARTICLE 17-	HEALTH BENEFITS.....
ARTICLE 18-	SENIORITY .....
ARTICLE 19-	RESIDENCY .....
ARTICLE 20 -	FIRE WATCH DUTY.....
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## **PREAMBLE**

The following contract entered into as of the first day of July, 2004 2009 by and between respectively, the City of Bridgeport, Connecticut, hereinafter referred to as the "City", and Local 834, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the City of Bridgeport and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

## **ARTICLE 1- RECOGNITION**

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the employees covered by this contract, for the purposes of establishing wages, hours and other conditions of employment. The employees covered by this contract are all uniformed and investigatory positions within the Bridgeport Fire Department, except that of **Deputy Fire Chief Executive Officer, and Fire Chief.**

## **ARTICLE 2 - PAYROLL DEDUCTION OF UNION FEES, DUES AND ASSESSMENTS**

The City shall deduct weekly and remit to the Union's Secretary-Treasurer, not later than the week in which the deductions were taken, Union dues, initiation fees, assessments or their equivalents, together with a list of names of employees from whose wages such deductions have been made, from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employees wages except when authorized by him/her on an appropriate form, a signed copy of which must be submitted to the City. Such authorization shall be for the life of the contract and shall be continued thereafter if a contract exists between the City and the Union. Any fine or assessment levied by the Union may be deducted if authorized by the employee.

Any newly hired employee, after the date of adoption of this contract, shall, after the completion of Basic Fire Training School, but in no case later than thirty (30) days after the completion of Basic Fire Training School, either join the Union as a dues paying member or pay a service charge equal to the dues paid by Union members, to be automatically payroll deducted and remitted to the Union Treasurer each week.

The Union shall hold the City harmless against all claims and the expense resulting from such claims, asserted by virtue of action taken or not taken by the City pursuant to this Article.

## **ARTICLE 3- EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT**

The City shall give to each present employee, and to each new employee when hired, a copy of this Agreement within sixty (60) days of ratification. New employees are appointed to a bargaining unit class at the time of hire. The City shall also supply to the Union a complete copy of this Agreement including but not limited to all appendices on a computer compatible disc. The City shall also supply a copy of this Agreement to each Engine House and Division.

## **ARTICLE 4 - BULLETIN BOARDS**

The City shall permit the reasonable use of all bulletin boards located in the respective Fire Houses, by the Union for the posting of notices concerning Union business and activities. However, if the Union wishes an additional bulletin board, it may, at it's expense, install a bulletin board no larger than 18" x 24" in any Fire Station or Division for the posting of official Union notices.

## **ARTICLE 5 - DISCIPLINARY ACTION**

No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or warned, either in writing or orally, except for just cause. Investigations into allegations of matters which may result in disciplinary action will be initiated within ninety days (90) of when the Chief becomes specifically aware of the exact nature of the alleged violation in written format. The Chief shall have six (6) months from the initiation of the investigation to bring charges. All meetings or hearings of a disciplinary nature shall be held while the employee is

on duty unless the seriousness of the infraction is such that immediate action is necessary. Each such employee who is so disciplined, and the Union, shall receive written notice of said discipline no later than forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays, after said discipline is so ordered. If any employee is so disciplined and in the judgment of such employee, this action is taken without just cause, the employee may, no later than fourteen (14) days after the date of such action, appeal in writing to the Board of Fire Commissioners to have the action rescinded and/or have the severity of the punishment reduced.

Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after receiving such appeal, said Board of Fire Commissioners shall arrange to and meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. If such employee or the Union is dissatisfied with the results of such meeting, the employee or the Union may, no later than twenty (20) days after such meeting appeal in writing to the Civil Service Commission to have the action rescinded and/or have the severity of the punishment reduced. Within seven (7) days after receiving such appeal, said Civil Service Commission shall arrange to and shall meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. Within ten (10) days, exclusive of Saturdays, Sundays and Holidays after such meeting, the Commission shall render its decision. If such employee or the Union is dissatisfied with the result of such meeting the Union may, no later than twenty (20) days after receiving the decision resulting from such meeting submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, which Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay. However, the Arbitrator shall not have the authority to add, amend, or modify the terms of the contract.

The Union shall at each step of the disciplinary procedure provide the City's Labor Relations Officer with written notification prior to the meeting scheduled for such disciplinary action by the Board of Fire Commissioners and/or the Civil Service Commission. Such notice shall contain a copy of the Union notice requesting such meeting.

The time limits specified herein may be extended by agreement of all parties.

## **ARTICLE 6 - ADJUSTMENT OF GRIEVANCE PROCEDURE**

**Section 1** - Should any employee or group of employees feel aggrieved concerning the employee's or their wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Contract, or which are provided for in any statute, Charter provision, ordinance, rule or regulation which is not in conflict with this Contract, or concerning any condition or matter arising out of the employee-employer relationship, including any claims of discrimination and any matter or condition affecting the employee's or their health or safety, except transfers and/or assignments which are not in conflict with Section 2 of Article 8, adjustment shall be sought as follows:

- a) The Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature and particulars of the grievance within ninety (90) days of when the alleged violation occurred or when the grievant knew or reasonably should have known of the alleged violation. The parties recognize that potential violations of the various wage provisions of this agreement may not be immediately known to the grievant. Within five (5) days exclusive of Saturdays, Sundays and Holidays, after said Chief receives said grievance, he shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.
- b) If such grievance is not resolved to the satisfaction of the Union by the Chief within five (5) days, exclusive of Saturdays, Sundays and Holidays, after such meeting, the Union may present such grievance in writing to the Board of Fire Commissioners. Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after said Fire Board receives such grievance, the Board shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- c) If such grievance is not resolved to the satisfaction of the Union by the Fire Board within five (5) days exclusive of Saturdays, Sundays and Holidays after such meeting, the Union may present such grievance in

writing within fourteen (14) days to the Civil Service Commission. Within seven (7) days, exclusive of Saturdays, Sundays and Holidays, after said Civil Service Commission received such grievance, the Commission shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. This step (c) may be waived by agreement of all parties.

- d) If such grievance is not resolved to the satisfaction of the Union by the Fire Chief the Civil Service Commission within five (5) days after such meeting, the Union may, within twenty (20) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.
- e) The time limits specified in the preceding sections of this Article may be extended by agreement of the parties.
- f) The Union shall at each step of the grievance procedure, provide the City's Labor Relations Officer with written notification prior to the hearing of the grievance, by the Fire Chief, the Board of Fire Commissioners, and/or the Civil Service Commission. Such notice shall contain a copy of the grievance.
- g) The fee of the arbitrator and the administrative expenses of the arbitration, if any, shall be shared equally by the parties; but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.
- h) If either the City or the Union believe that the other party has violated any provision of the Contract and that such violation was deliberate or intentional, the aggrieved party may bypass any or all steps in the grievance procedure, hereinbefore established, and may submit a grievance directly to the Connecticut State Board of Mediation and Arbitration claiming that such violation was deliberate or intentional.

Said Board shall hear and act on such dispute and render a decision which shall be final and binding on all parties. If the Board determines that either party has deliberately or intentionally violated any provisions of this Contract, in addition to the powers granted to it by the previous provisions of this Article and by the Connecticut General Statutes, said Board is hereby authorized to award damages to the aggrieved party and impose penalties on such contract violator in an amount and in a manner which, in the Board's judgment will discourage further or future attempts to deliberately or intentionally violate any provision of this Contract. Such damage awards may include, but are not limited to, monetary payments and such penalties may include, but are not limited to, withdrawal of recognition of the employee organization and suspension of employee organization dues check-off. However, the Arbitrator shall not have the authority to add, amend, or modify the terms of the contract.

## ARTICLE 7 - UNION BUSINESS LEAVE

**Section 1** - The five (5) members of the Union Negotiation Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time when such members are scheduled to be on duty.

**Section 2** - The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings are scheduled to take place at a time during which such members are scheduled to be on duty. **Only union members shall serve as members of the Union Grievance Committee.**

**Section 3** - Such officers and members of the Union as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the purpose set forth in this section shall not exceed forty-five (45) days in even number years and thirty-five (35) days in odd numbered years which days are covered by overtime work in any contract year.

**Section 4** - The President of the Local shall be granted time off from duty with pay for the purpose of the administration of the contract and other labor relations matter.

**ARTICLE 8 – MANPOWER**

**Section 1** - The minimum number of people allowed on each engine company on each platoon shall be:

a)	<b>Fire Fighters</b>	<b>Fire Officers</b>	<b>Pumper Engineer</b>
Engine 1	Two	One	One
Engine 3	"	"	"
Engine 4	"	"	"
Engine 6	"	"	"
Engine 7	"	"	"
Engine 10	"	"	"
Engine 12	"	"	"
Engine 15	"	"	"
Engine 16	"	"	"

b) The minimum number of people allowed on each truck company on each platoon shall be:

	<b>Fire Fighters</b>	<b>Officers</b>
Truck 5	Three	One
Truck 6	"	"
Truck 10	"	"
Truck 11	"	"

- c) The minimum number of people allowed on Squad 5 shall be three (3) Fire Fighters, and one (1) Officer and one (1) Pumper Engineer.
- C2) Irrespective of its designation, the minimum number of people allowed on an apparatus, commonly known as a "Quint", shall be two Fire Fighters, one (1) Fire Officer and one (1) Pumper Engineer.
- d) There shall be one (1) Fire Captain to be assigned by the Fire Chief such duties as the Fire Chief finds necessary.
- e) There shall be one (1) Lieutenant assigned as Assistant Chief's Aide on each shift, to each of the Assistant Chiefs on duty.
- f) It is understood and agreed that the assignment as an Aide to an Assistant Chief is made or terminated at the sole discretion of the Fire Chief.
- g) Nothing herein shall be construed so as to prevent the City from changing the number of companies after consultation with the Union. In the event that any new company is established the minimum staffing standards as above will control.

**Section 2** - Employees may be temporarily reassigned in order to maintain the minimum staffing requirements.

**Section 3** - In the event staffing should fall below the minimum staffing requirement after reassignment such shortage shall be filled by overtime in accordance with Article 11.

**Section 4**

- a) There shall be at least one regular officer on duty at all times in Engine House 3/4, Engine House 6, Engine House 7 and Engine House 10 and two (2) regular officers on duty at all times in the Fire Headquarters.

- b) After reassignment should the number of regular officers fall below that identified in Section 4 (a), the regular officer from the appropriate overtime roster shall be offered the opportunity to work overtime.
- c) For the purpose of this Section, acting officers shall not be considered regular officers, provided however, that provisional officers shall be considered as regular officers.

## **ARTICLE 9 - HOLIDAYS**

**Section 1** - Each employee who works on a legal holiday which the employee is regularly assigned to perform such work, or whose normal day off falls on a legal holiday, or who is on vacation, special leave or injury leave when a holiday occurs, or who is on sick leave on one of the employee's normal days off when a holiday occurs, shall receive a compensatory day off for each such holiday.

The Chief shall determine, in his/her sole discretion, whether employees of a non-line division may work on a holiday. Each such employee who works on such holiday shall be considered to be an employee who worked on a legal holiday during which the employee is regularly assigned to perform such work. No employee who is on sick leave on a regularly assigned work day when a holiday occurs shall be entitled to a compensatory day off for such holiday, unless such employee is confined to a hospital.

Each employee who reports to duty on his regularly assigned work day which falls on the day of a holiday, shall not be considered to be on sick leave on such day and shall not forfeit a compensatory day off for such holiday or holiday pay in lieu thereof, unless the employee thereafter reports off duty on sick leave prior to 11:00 a.m. on such holiday when the employee is regularly assigned to work a day tour of duty on such holiday, or prior to 9:00 p.m. on such holiday when the employee is regularly assigned to work a night tour of duty on such holiday.

Each employee shall have the option of electing to receive up to a maximum of twelve (12) days of holiday pay in lieu of twelve (12) compensatory days off, provided however, that such maximum number of days of holiday pay in such contract year or any contract year thereafter shall be increased by the number of additional legal holidays established in accordance with Section 4 of this Article in excess of the legal holidays named in said Section 4. For Line Personnel, each day of holiday pay which an employee elects to receive in lieu of compensatory days off shall be computed by multiplying the employee's regular hourly rate by twelve (12) hours. For non-Line Personnel each day of such holiday pay shall be computed by multiplying the employee's regular rate by seven and one-half (7.5) hours.

Each employee who wishes to receive holiday pay in lieu of compensatory days off shall notify the Clerk of the Board of Fire Commissioners, in writing, prior to February 15th of each contract year, of the number of days of holiday pay, up to the maximum number hereinbefore provided, which the employee has elected to receive for that contract year. On or before the third pay day in March of each contract year, the City shall pay to each employee the holiday pay which the employee has so elected to receive for that contract year.

If an employee has to the employee's credit unused compensatory days off at the time of the employee's retirement or death, the employee or the employee's widow(er), as the case may be, shall receive at the time of such retirement or death, holiday pay for each such unused compensatory day off. If such employee shall die and is not survived by a widow(er), such holiday pay shall be paid to the beneficiary designated by the employee's under the terms of the employee's Life Insurance Policy provided for under Section 17.2, of Article 17.

**Section 2** - The granting of compensatory days off shall be administered by the Officer-in Charge of each Engine House on each platoon in such a manner so that every employee shall have an equal opportunity to receive the compensatory days off of the employee's choice, subject to the limitations hereafter set forth.

**Section 3** - One (1) employee may be off duty on a vacation or compensatory day on every day on each platoon in each of the following engine houses: #12, 15, and 16; two employees may be off duty on a vacation or compensatory day off on every day on each platoon in each of the following engine houses: 3-4, 6, 10, 7-11, and two of the four

employees in the East Side/West Side Assistant Chief's offices; and four (4) employees may be off duty on a vacation or compensatory day on every day on each platoon in Fire Headquarters.

- a) No combination of vacations nor any combination of vacations and/or compensatory days off will be allowed in which such vacations and/or compensatory days off, exclusive of all other causes, increases the number of employees scheduled off duty on a vacation or compensatory day in excess of seventeen (17) per platoon or a minimum of one (1) per company, whichever is greater.
- b) Compensatory days off may be taken in advance of the date on which they are earned. If any employee has received advance compensatory days off which the employee has not earned at the time of the employee's separation from the Fire Department, an amount equal to the employee's regular hourly rate, multiplied by twelve (12) hours for line personnel and seven and one half hours (7.5) hours for non-line personnel, each such compensatory day off shall be deducted from the employee's last weeks salary.
- c) The Officer-in Charge of each Engine House on each platoon shall make every effort, and the employees under the Officer's command shall cooperate to make sure that all compensatory days off are taken during the contract year in which such days off are earned or submitted for pay.

**Section 4** - For purposes of this Article, the following days shall be considered as legal holidays: New Year's Day, Martin Luther King's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving and Christmas Day.

For the purposes of Section 1 and this Section of Article 9 as these provisions apply to employees who regularly perform fire fighting ~~or fire alarm supervisors [lieutenant]~~ duties, New Year's Day shall be considered as occurring on January 1; Martin Luther King's Day on the third Monday of January; Presidents Day on the third Monday of February; Good Friday the Friday before Easter; Memorial Day on the last Monday of May; Independence Day on July 4th; Labor Day on the first Monday of September, Columbus Day on the second Monday of October; Veteran's Day on November 11th; Thanksgiving Day on the fourth Thursday of November; the day following Thanksgiving Day, and Christmas Day on December 25th.

For the purposes of said Section 1 and 4 of this Article as it applies to employees who do not regularly perform fire fighting ~~or fire alarm supervisor~~ duties, each holiday named in Section 4 shall be considered as occurring on the date on which such holiday is celebrated as a legal holiday for the purposes of this Article by the City of Bridgeport.

In the event that any other City employees are granted a holiday with pay, in addition to those holidays named in this Section, and/or in the event that any other City employees are granted a day off with pay because of it's proximity to any holidays named in this Section, such additional holiday or day off with pay shall be considered a legal holiday for the purposes of this Article.

**Section 5** - Ancillary personnel shall be allowed to take one-half days off, provided they have compensatory days to their credit and further provided that such leave has been approved by the division head. Such request shall not be unreasonably denied.

**Section 6** - Should an employee transfer from the line to an ancillary position, and should that employee have used compensatory days off in advance of being earned, the employee shall not be paid for an equal number of holidays at the rate of pay in the new position during the week of the next regularly scheduled holiday(s).

## ARTICLE 10 - WORK WEEK

**Section 1** - The work week of all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a fiscal year, based on the schedule of three (3) tours of days of ten (10) hours each, followed by three (3) days off, followed by three (3) tours of nights of fourteen (14) hours each, followed by three (3) days off, followed by three (3) tours of days and so on.

**Section 2** - The work week of employees in the Line Gang and the Machine Shop shall be thirty-seven-and-one-half (37-1/2) hours per week, based on a five (5) day, Monday through Friday, seven-and-one-half (7-1/2) hour per day schedule.

Effective September 17, 2007 all non-line personnel who are required to perform stand-by duties shall receive Forty five (\$45) dollars per day for each such day on which the employee is required to perform such duties. Effective July 1, 1997, for an employee who is a Deputy Chief and is required to perform stand-by duties, the employee shall be paid in addition to the employee's regular pay, Sixty (\$60) dollars for each day of such stand-by duty. Such Deputy Chief shall not earn over-time pay for any work performed concurrently with the employee's stand-by duty.

**Section 3** - The time for work to commence and finish on each day for all employees not covered by Sections 1 and 2 of this Article shall be the same as that for City Hall Employees.

**Section 4** - When, during the twenty-four (24) hour period beginning at eight A.M. (8:00) of any Saturday, Sunday or Holiday, an employee who is performing stand-by duties is required to perform work other than stand-by shall, in the first instance between the hours of eight (8:00) A.M. and seven fifty-nine (7:59) P.M. of that day and in the second instance between eight (8:00) P.M. and seven fifty-nine (7:59) A.M. of the following day shall receive a minimum of four (4) hours overtime pay at one-and-one-half (1-1/2) time the employee's regular hourly rate of pay and a minimum of one hour of overtime pay for each succeeding call back in that same twelve (12) hour period.

**Section 5** - Any employee who is required to perform such stand-by duties shall have the option of using the Fire Department Vehicle for transportation and leaving such vehicle at the nearest City Fire Station to said employees home while on such stand-by duty.

**Section 6** - Any employee who is required to perform stand-by duty on a holiday will receive half (1/2) a compensatory day off for each holiday such employee performs such stand-by duty. For said half or full compensatory day(s) the employee has the option of taking the half or full day(s) off (no pay option) within thirteen months of the date such day(s) was earned or being paid for the half or full day(s) in the next pay cycle following the request. The request shall be submitted on a 2326 form.

## **ARTICLE 11 - OVERTIME**

**Section 1 - Intent.** The City of Bridgeport and the Union agree to establish an overtime assignment system which shall be followed whenever overtime assignment(s) are required for on duty positions performing fire fighting duties. It is the intent of the City of Bridgeport and the Union to use Article 11 and the RULES and PROCEDURES FOR OVERTIME HIRING (Appendix A) to distribute overtime to all members of all ranks of the Bridgeport Fire Department in as fair and equitable manner as possible.

**The City and the Union agree that the overtime pay rate effective April 1, 2011 through June 30, 2011 shall be straight time for all hours worked on an overtime basis in accordance with the attached memorandum.**

**Employees in the ancillary and training divisions will be permitted to work overtime on the line in accordance with the attached memorandum.**

**Section 2 - Definition.** Line Personnel: City of Bridgeport employees who are assigned to fire fighting duties on platoon A, B, C, and D, (i.e. Assistant Chief, Captain, Lieutenant, Pumper Engineer and Fire Fighter).

**Section 3 - Pay Rate.** Any employee with at least two hundred seventy (270) days active service from his/her date of hire, who regularly performs fire fighting duties ("Line Personnel"), works in excess of the employee's regularly assigned work week or work schedule, as provided for in Article 10, and in addition to all other benefits which the employee may be entitled, the employee shall be paid for such overtime at one-and-one-half (1-1/2) times-the hourly rate which the employee receives for the employee's regular assigned duties.

The regular rate of pay for each pay grade within each classification shall be computed and attached to this agreement. Such appendix shall list the pay grade, yearly base pay, weekly rate, regular hourly rate and overtime rate.

**Full Shift:** Each employee who works a ten (10) hour day tour or a majority portion thereof or a fourteen (14) hour night tour or a majority portion thereof as overtime duty, shall be paid for such overtime work at the rate of one-and-one-half (1-1/2) times the employee's regular hourly rate multiplied by twelve (12) hours.

**Partial Shift:** Each employee who works less than a major portion of a ten (10) hour day tour of overtime duty or less than a major portion of a fourteen (14) hour night tour of overtime duty, or if the employee's regular work day or tour-of-duty is less than ten (10) hours, or if the employee regularly performs Fire Alarm Supervisor duties the employee shall be paid for such overtime work at one-and-one-half (1-1/2) times the employee's regular hourly rate multiplied by the actual number of hours the employee works.

**Minimum Hours:** Notwithstanding any provision herein to the contrary, any employee who is called back to duty to work overtime that is not coterminous with the employee's regular work week shift shall receive overtime pay of a minimum of four (4) hours.

**Section 4 - Overview.** The current minimum working staff level on duty citywide on each platoon shall be at least sixty-one (61) employees in accordance with Article. In the event that overtime is required on platoon A, B, C, or D, it shall be worked only by Line Personnel and distributed on a citywide basis in the manner set forth herein. Distribution and assignment of available personnel shall be in accordance with Article 8, and shall be administered each day by the Assistant Chiefs on duty for the following day/night shift.

The City agrees that it will not take a company off-duty for the purpose of lowering the current daily platoon minimum of sixty one (61) employees for the purposes of avoiding overtime.

**Section 5 - Rules and Procedures For Overtime Hiring.** The City and the Union established the Rules and Procedures for Overtime Hiring (Appendix A) for the hiring of personnel on a overtime basis. From time to time during the term of this agreement, the Rules and Procedures for Overtime Hiring may be amended by approval of the City and the Union to correct any procedural defect(s) in said Rules and Procedures for Overtime Hiring. Said Rules and Procedures for Overtime Hiring shall be approved by both the City and the Union in writing and signed by both the Mayor, or his designee, and the Union President. Any Rules and Procedures for Overtime Hiring instituted or changed shall be distributed by the Chief to each employee in the bargaining unit within fourteen (14) days, in a payroll distribution.

**Section 6 - Acting.** For the purposes of overtime worked under this Article, any employee, when serving in an acting capacity in a higher rank or classification while working overtime, shall be considered as holding such rank or classification and shall receive compensation in accordance with such rank or classification for all such overtime hours worked.

\* Nothing herein shall be construed as a waiver of the City's rights under Article 8, Section 1g.

## ARTICLE 12 - VACATIONS

**Section 1 - Officers in charge of all companies and divisions shall prepare and submit vacation schedules to the Fire Chief on or by a date determined by said Fire Chief.**

**Section 2 - The vacation period shall be from April 1 of each calendar year through March 31 of the following calendar year, except that no employee may be on vacation on the following days: Christmas Eve, Christmas Day, or New Years Eve, except ancillary personnel and then on a rotating basis.**

**Section 3 - The following shall be used as a guide to Officers preparing vacation schedules:**

- a) Each vacation week shall commence on a Sunday and terminate on Sunday.
- b) Rank (Assistant Chief to Captain to Lieutenant to Pumper Engineer to Fire Fighter) then seniority as outlined in Article 18 shall be the basis for determining preference of vacation weeks. Provided however that no provisional employee shall be considered senior to any employee permanently assigned to a particular classification.
- c) No employee, regardless of rank or seniority, shall choose more than one (1) vacation week until all of the employees of the company or division on the same platoon, shall have chosen one (1) vacation week. No employees, regardless of rank or seniority, shall choose more than two (2) vacation weeks until all of the employees of the company or division on the same platoon, shall have chosen two (2) vacation weeks, and so on.

1. Whenever an employee wishes to postpone one or two full week(s) of the employee's vacation entitlement or any portion thereof, as provided for in Section 3(j) of this Article, from one vacation year to the next following vacation year the employee may do so by notifying the Chief of the employee's intention to do so.

In the next succeeding vacation year following that notification the employee will select all of the employee's regular vacation entitlement in the manner prescribed by this Article. When all employees in the employee's assigned fire station and that are on the employee's assigned shift have completed all of their vacation entitlement selection then that employee will make the employee's selection of vacation entitlement that the employee had elected to carry over.

Any vacation carried forward pursuant to this subsection shall be compensated for, if paid and not taken, at the rate in effect on March 31st of the vacation year in which the original entitlement arose.

2. Notwithstanding the provisions of paragraph (a) of this Section to the contrary, each employee may split all of the employee's vacation weeks or days in any manner that the employee wishes, provided that the week(s) of the vacation that are split by an employee who regularly performs fire fighting or Fire Alarm Supervisor duties, shall total four (4) working days per week. Any such week of vacation which is split by any other employee shall total five (5) working days per week. If there is a conflict under the applicable provisions of (d), (e), (f), (g) or (h) of this Section, a request for a full calendar week of vacation, regardless of rank or seniority, shall prevail over a request for a split vacation, or for any vacation of less than a full calendar week. Employees who split their vacation week or weeks into individual days shall not be required to commence such vacation days on a Sunday. Ancillary personnel shall be allowed to take one-half (1/2) vacation days off, provided that such leave has been approved by the division head. Such approval shall not be unreasonably denied.

- d) No combination of vacations nor any combination of vacations and/or compensatory days off will be allowed in which such vacations and/or compensatory days off, exclusive of all other causes, increases the number of employees scheduled off duty on a vacation or compensatory day in excess of seventeen (17) per platoon or a minimum of one (1) per company, whichever is greater.
- e) When there are two companies in one Engine House: Engine 3 and Engine 4; Engine 6 and Truck 6; Engine 7 and Truck 11; Engine 10 and Truck 10, and the East Side/West Side Assistant Chief's offices; they shall be on each platoon, combined into one (1) roster, and vacations shall be chosen on the basis of rank and seniority. However, two (2) employees shall be allowed on vacation simultaneously in each of the aforementioned Engine Houses on each platoon, provided that one (1) Officer in each Engine House on each platoon shall be on duty at all times. The one (1) Officer position shall be filled in accordance with Article 11 and its Rules and Procedures.
- f) Should the functions of the maintenance shop remain in the bargaining unit, and the number of active mechanics exceed five (5) then two (2) employees shall be allowed to schedule simultaneous vacations.

- g) The four (4) companies located at Fire Headquarters shall follow the provision of subsection (e) of this Section (3) of this Article 12, provided that two (2) Officers on each platoon shall be on duty at all times, and except that four (4) employees shall be allowed to be on vacation simultaneously on each platoon.
- h) The following combinations shall not be on vacation simultaneously from the same company and platoon:
  - 1) Pumper Engineers and Relief Engineers
  - 2) Driver and Relief Driver
- i) Any employee may change all or part of the employee's vacation at any time provided that such newly selected vacation is not in conflict with other vacations previously selected, or with compensatory days off previously selected, and provided that such employee notifies, in writing, the Officer on duty in the employee's Engine House or Division not less than one (1) day prior to the date when the such newly or previously selected vacation is to start, whichever comes first, giving both the original dates and the new inclusive dates.
- j) The Fire Chief shall review vacation schedules, consequently no schedule shall be in effect until a copy, approved by the Fire Chief, is returned to the company or division.
- k) For employees hired prior to January 1, 2011 vacation shall be earned as follows:

Years of Service	Earned Vacation
One year or less	1 day/month to 1 week
One to Five Years	Two Weeks
Five to Ten Years	Three Weeks
Ten to Fifteen Years	Four Weeks
Fifteen to Twenty Years	Four Weeks and Three Days
Twenty or more Years	Five Weeks and Three Days

- l) For employees hired after January 1, 2011 vacation shall be earned as follows:

Years of Service	Earned Vacation
One year or less	1 day/month to 1 week
One to Five Years	Two weeks
Five to Ten Years	Three weeks
Ten Years	Four weeks

**Section 4** - An employee who requests advance vacation pay will forfeit such advance pay when a previously approved vacation period for which the advance pay has been requested is changed.

**Section 5** - All Officers concerned shall forward with the vacation schedules an estimate of the number of employees who will request advance vacation pay.

**Section 6** - In the event that any employee is entitled to vacation leave with pay at the time of the employee's retirement or death, the employee or the employee's widow(er) as the case may be, shall receive one (1) weeks vacation pay for each week of such unused vacation leave. Any unused vacation days shall be paid at the employee's hourly wage at the time of the employee's separation from the department. For the purpose of this section of this Article only, unused vacation days of employees who regularly perform fire fighting or ~~Fire Alarm Operator~~ duties shall be considered as ten-and-one-half (10-1/2) hour days. For employees who do not regularly perform fire fighting or ~~Fire Alarm Operator~~ duties, unused vacation days shall be considered as seven-and-one-half (7-1/2) hour days. If the employee is not survived by a widow(er), the payment for such unused vacation, otherwise due the employee's widow(er), shall be made to the beneficiary designated by him/her under the terms of the Life Insurance policy provided for under Section 17.2 of Article 17.

**Section 7** - If, during any contract year an employee because of sick leave or injury leave, is required to cancel all or part of the employee's previously selected vacation leave, and if the employee is unable, because of the limitations provided for in Section 3 of this Article, to reschedule such vacation leave during the remainder of the contract year, such canceled vacation leave may be taken by him/her during the following year, subject to the limitations of said Section 3(c).

**Section 8** – Line ~~or FCC~~ personnel working Administrative positions shall receive one extra day vacation (going from a 4 day vacation to a 5 day vacation) for each week, or portions there of unused vacation weeks remaining.

## ARTICLE 13 - INJURY LEAVE

**Section 1** - The City shall pay the hospital, medical, and drug expenses for each employee who is injured or disabled in the performance of duty, provided that the employee reports such injury or disability to the employee's superior officer as soon as the employee becomes aware that such injury or disability was suffered in the line of duty, but in no event shall the employee report the injury later than one (1) year from the date of injury or disability, and further provided that the employee establishes through proper evidence and/or witnesses that such injury or disability was suffered in the performance of the employee's duty. Upon receiving a report that an employee has been injured or disabled in the performance of duty, the superior officer shall make the appropriate entry in the company records and an appropriate report of the same to the Clerk of the Department on Form 2326.

**Section 2** - If an employee on Injury Leave has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the testing medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally no longer than three (3) months, and are designed to return the employee back to the employee's regular work. After three (3) months of continuous modified duty, the Union or the employee may request a meeting with the City to review the employee's status.

**Section 3** - Each employee injured or disabled as provided under this Article must choose from the list of approved health care providers for the City of Bridgeport Worker's Compensation Managed Care Plan, as may be modified from time to time by the plan administrator, and be approved by the Worker's Compensation Commissioner.

## ARTICLE 14 - SPECIAL LEAVE

Each employee shall be granted special leaves, with pay for any day or days on which the employee is able to secure another employee to work in the employee's place, provided.

- a) Such substitution does not impose any additional costs to the City.
- b) Such substitution is within classification only and on a citywide basis.
- c) The Officer-in-Charge of one of the platoons in the Engine House is requested in writing on the appropriate form, not less than one (1) day prior to its becoming effective. Except in cases of an emergency, a request may be made by telephone. Requests for special leave in excess of three (3) consecutive working days shall be made to the Assistant Chief in charge of the platoon.
- d) The Assistant Chief in charge of the platoon on which the substitution is to take place is notified of the substitution as soon as practicable by the Officer-in-Charge of the Engine House on the same platoon.
- e) Neither the Department nor the City is held responsible for enforcing any agreements made between the employees.
- f) Special leave shall be granted citywide.

## ARTICLE 14A- MATERNITY LEAVE

**Section 1** - Any employee covered by this agreement shall be entitled to take unpaid maternity leave for a period not to exceed six (6) months, commencing no later than the day of birth. An employee who becomes pregnant shall furnish the City with a statement from the employee's physician stating the approximate date of delivery. Any request

for maternity leave shall be in writing to the Fire Chief and the Civil Service Commission, with copy of the physician's statement, stating the dates that such maternity leave is to commence and terminate.

**Section 2** - Any employee taking a maternity leave under these maternity leave provisions shall be eligible, during the period of disability resulting from pregnancy, to receive paid maternity leave benefits for a period of up to six (6) calendar weeks following birth.

**Section 3** - Any employee receiving maternity leave pursuant to these maternity leave provisions, is entitled to paid or unpaid maternity leave benefits in excess of the above limits, before or after the day of birth, provided such employee's physician certifies to the City that an extension of maternity leave is necessary for reasons of the employee's health. The City may, in the event of a request for extended benefits, require an additional opinion from a doctor designated by the City.

#### **ARTICLE 14B - FAMILY LEAVE**

**Section 1** - Each regular employee shall be entitled to a maximum of eight (8) weeks of family leave of absence without pay within any two (2) year period upon the birth or adoption of a child of such employee, or upon the serious illness of a child, spouse or parent of such employee; and during such leave of absence shall not be replaced on a permanent basis. Upon the expiration of such leave, the employee shall be entitled to return to the employee's original job from which the leave of absence was provided and to all accumulated seniority, retirement, fringe benefits and other service credits the employee had at the commencement of such leave. Such service credits shall not accrue during the leave of absence.

**Section 2** - Any regular employee who requests a family leave of absence due to the serious illness of a child, spouse or parent pursuant to Section 1 of this Article shall be required by the Fire Chief, prior to the inception of such leave, to provide sufficient written certification from the physicians of such employee, child, spouse or parent of the nature of such illness and it's probable duration. For the purpose of this section "serious illness" means an illness, injury, impairment or physical or mental condition that involves (1), inpatient care in a hospital, hospice or residential care facility or (2), continuing treatment or continuing supervision by a health care provider.

**Section 3** - Any regular employee who requests a family leave of absence pursuant to Section 1 of this Article shall submit to the Fire Chief, prior to the inception of such leave, a signed statement of the employee's intent to return to the employee's position in City service upon the termination of such leave.

**Section 4** - In addition to benefits provided in this agreement, nothing contained herein shall abridge any rights granted by either the Federal or state Family Medical Leave Acts or other applicable statutes.

**Section 5** - The City policy regarding Family Medical Leave is attached as Appendix E. Such policy may be changed from time to time to conform with changes in federal law.

## ARTICLE 14C - SICK LEAVE

The Bridgeport Fire Department Absence Control Policy is Attached as Appendix B.

## ARTICLE 15 - FUNERAL LEAVE

Each employee shall be granted leave with pay in the event of death in the employee's immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be less than three (3) days commencing with the day of death. For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, parents, step-parents, foster-parents, substitute-parents, mother-in-law, father-in-law, brother, sister, child, grandparents, spouse's grandparents, grandchildren, son-in-law, daughter-in-law, stepbrother, and stepsister.

In addition each employee shall be granted leave with pay of one (1) day to attend the funeral or wake of his brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

Each employee shall be granted two (2) personal days each contract year for the purpose of attending to personal business, provided however, that said employee must have attained employee status prior to the start of the contract year. There will be no restrictions applied to the use of these days. Personal leave may be used to extend funeral leave. All unused personal time shall be paid in accordance with Article 9, Section 1, paragraph 5.

## ARTICLE 16 - UNIFORM ALLOWANCE

### Section 1

- a) Upon appointment each new employee who is appointed to the Fire Department shall receive a initial uniform allotment of Five-Hundred (\$500) dollars to be paid at the time of appointment. Effective October 1, 2003, each employee of the Fire Department shall receive a uniform allowance of eight-hundred and fifty (\$850.00) dollars.
- b) In addition, each employee who is assigned to a position, the regular duties of which require that the employee wear a dress uniform instead of a work uniform, shall receive a uniform allowance of eight-hundred and twenty-five (\$825) dollars to be paid in each Contract year on the first pay day in October. Effective October 1, 2003 the amount shall be increased to nine-hundred and twenty-five (\$925.00) dollars.

**Section 2** - The City shall provide each employee with his own protective clothing of good quality and condition. Such clothing shall consist of helmet, bunker pants with leather boots, Nomex hood, safety eye protection, hearing protection, turnout coat, and two (2) pair of gloves. Upon initial appointment, the City shall provide each employee with two (2) department approved patches. The City shall also provide at its expense work clothes for the members of the maintenance division who are members of the bargaining unit.

**Section 3** - Upon the effective date of this agreement, employees of the Bridgeport Fire Department shall not be required to wear the employee's uniform to or from work. However, once each year, the Department shall conduct a Class "A" uniform inspection.

## ARTICLE 17-HEALTH BENEFITS

**17.1** The City shall provide and pay for health benefits for all employees and their enrolled dependents as follows described below:

- A) Medical Benefits in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including "Section V- Schedule of Benefits, Revision 1/1/07"), a copy of which is annexed to the originals of this contract and is on file with the City and the Union (the "Medical Plan").

There shall be a twenty (\$20) deductible per office visit as set forth in the attached Schedule of Benefits effective October 1, 2007.

**B)** Drug Prescription family plan with an annual maximum of \$1,000 per enrolled member per plan year. For additional prescription drug charges, 80% will be paid under the plan and 20% will be paid by the employee without annual maximum. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs; ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty five (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply by mail. For refills beyond the third, the co-payments and employee payment provided above shall double at retail. The "Drug Prescription Plan" shall be incorporated by reference to this agreement and attached as Appendix C.1.

**C)** The twenty-five dollar (\$25.00) deductible "CIGNA Dental Plan", or its equivalent, excluding orthodontia, in accordance with the City of Bridgeport Dental Plan ("Plan 25") which shall be incorporated by reference to this agreement and attached as Appendix C.2.

**D)** The "Vision Service Plan", or its equivalent, in accordance with Vision Care Benefits for the City of Bridgeport Vision Plan which shall be incorporated by reference to this agreement and attached as Appendix C.3.

**E)** The City may offer a plan option that enables employees to receive improved benefits and administration through a network of participating providers.

**17.2** The City shall provide and pay for the cost of a Group Life Insurance Policy that shall be rounded to the nearest one thousand dollars (\$1,000) which shall be equal to the highest top grade of Fire Fighter's wages listed during the last year of this agreement.

**17.3** Whenever an employee covered by this agreement is suspended, the premium on all insurance policies shall be paid throughout the period of suspension, all health benefits provided under Section 17.1 and insurance provided under Section 17.2. Whenever an employee covered by this agreement is terminated, such benefits and insurance shall be provided throughout the period of termination by the City of Bridgeport, provided that the employee has appealed or grieved the termination within the time limits set forth in the disciplinary and/or grievance procedure of this agreement, and for that period of time until a final decision on such grievance has been rendered by the arbitrator(s). Any termination that is sustained by the appeal or grievance process shall result in the employee incurring a debt, promptly due, for the Premium and insurance premiums paid during such period of termination. For the purposes of this Section (and wherever applicable elsewhere in this Article), "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA"). Such pseudo premium cost shall not include the two percent (2%) administrative fee permitted under COBRA.

**17.4** The City shall be permitted to substitute insurance arrangements from any source for the Plans provided for in Section 17.1. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Sections 17.1. Before the City may substitute, it must negotiate the substitution with the Union. If the union does not agree to the substitution, the City must claim the matter for arbitration in accordance with the single member panel rules for the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the plans specified in

Section 17.1, the arbitrator finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 17.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

**17.5** The City shall provide a payment in lieu of health benefits provided under Section 17.1 for employees that waive such coverage in the amounts of:

Effective 7/1/09	five hundred (\$500) dollars per year,
<b>Effective 4/1/11</b>	<b>two thousand (\$2,000) dollars per year</b>

Said payment shall be paid twice a year in equal portions during the months of July and December.

**17.6** The parties shall continue to work through the Labor-Management Cooperative Committee on health care, which may modify but not substantially change the health coverage as provided herein.

**17.7** Each active employee and each employee who retires on or after **ratification of this Agreement** shall contribute toward the Premium Cost for the medical coverage **including prescription**, (not including life, vision, or dental coverage) by a **monthly payment that shall be deducted on a weekly basis** in accordance with the following schedule (Contributions from retirees shall be paid monthly):

Employee Only	12% of the COBRA Rate;
Employee Plus One	12% of the COBRA Rate;
Employee Plus Family	12% of the COBRA Rate;

**Effective April 1, 2011**

Employee Only	<b>25%</b> of the COBRA Rate;
Employee Plus One	<b>25%</b> of the COBRA Rate;
Employee Plus Family	<b>25%</b> of the COBRA Rate;

**17.7a** Regardless of starting date, any new firefighter hired after January 1, 2011 shall pay a health care premium cost share (PCS) for their medical insurance, including prescription coverage (not to include dental, vision, and life coverage) which shall be payroll deducted weekly according to the following schedule:

January 1, 2011	25%
January 1, 2012	26%
January 1, 2013	27%
PCS shall increase by 1% per year on January 1 <sup>st</sup> of each year, until a cap of 50% is reached.	

Said premium contribution shall be the above named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

**17.8** The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for insurance from the gross income of the employee for tax purposes.

**17.9**

- a) Retirees prior to the execution date of this agreement and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement and make contributions to coverage, if any, in accordance with such contract. Nothing herein shall prohibit the City from modification of such coverage by agreement with the individual retiree.
- b) For employees who retire on or after August 9, 2000 and prior to June 30, 2001, and their surviving spouses, if any, the City will provide and pay for benefits under their Medical Plan or Medicare part B and the supplemental plan to Medicare Part B offering benefits equal to Medical Plan. Such retirees, and their surviving spouses, if any shall make the employee contribution to coverage in effect at the time of their retirement. Coverage for surviving spouse shall terminate upon remarriage. Benefits and contributions shall be set forth or as said benefits and contributions may be changed by agreement of the City and the retirees.
- c) For employees who retire on or after June 30, 2001, and their surviving spouses, if any, the City shall provide and pay for the same medical care benefits as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreement or, if appropriate due to age, Medicare Part B and Medicare Supplemental Plan to the extent required. In addition, retirees and their surviving spouses, shall also receive the same prescription drug coverage as active employees. The retiree contribution to the coverage provided herein, including all co-pays, shall be fixed at the dollar amount equivalent to the premium cost share percentage or co-pay being paid by the member at the time of retirement. In the event the retiree changes his/her level of coverage (i.e. family plan to two person or single) following retirement the retiree's contribution to coverage shall be fixed at the dollar amount equivalent to the premium cost share of the new coverage level at the time of retirement.
- d) If any employee who retires on or after June 30, 1999 shall have available a health care plan through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible for primary coverage under such plan, obtain such coverage, provided such coverage shall not exceed in premium cost and/or contribution for the retiree the cost which the retiree would have paid to the City for a health care plan except as provided below. The retiree shall not take advantage of any buy-out program in such alternative plan. The retiree and the retiree's spouse shall remain in the City's plan even if other coverage is obtained but the City's coverage shall be secondary so long as such other coverage is available. In the event that the retiree's premium cost and/or contribution for such alternative plan would be more than the retiree's payment for the City's plan, and the City shall not have exercised an option to reimburse the retiree, or surviving spouse for such additional cost, the health care plan provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

- e) Retirees receiving benefits for medical care pursuant to subsections a-d above shall receive the same prescription drug plan as current employees, but shall not be entitled to receive dental, vision or group life insurance coverage.

**17.10** Divorced employees must notify the City within thirty (30) days of the divorce decree being final or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

#### **ARTICLE 18 – SENIORITY**

**Section 1** - Seniority except for purposes of pension, shall be by classification and shall consist of the relative length of accumulated service of each employee in the employee's respective classification. An employee's length of service shall not be reduced by time lost due to sick or injury leave or authorized leave of absence without pay, nor shall such time lost be considered as an interruption of continuous service for purpose of determining vacation eligibility.

- a) All vacancies created by retirement or promotion shall be filled first, by advertisement of the intent to fill said vacancy, then by offering said vacancy to the most senior applicant of appropriate rank.

**Section 2** - In the event that an employee is reinstated after a resignation, the employee's time out of the City's employ shall be deducted in computing the employee's vacation eligibility and the employee's seniority, provided however, that such time lost shall not be considered as an interruption of continuous service. An employee must work a minimum period of three (3) months upon returning from a leave of absence without pay or resignation before the employee will be permitted to take the employee's vacation.

**Section 3** - Expired promotional lists shall not be the exclusive criteria for making provisional appointments.

#### **ARTICLE 19 – RESIDENCY**

There shall be no residency requirement as a condition of employment with the City of Bridgeport Fire Department.

#### **ARTICLE 20 - FIRE WATCH DUTY**

**Section 20.1 - Distribution of Fire Watch** - Whenever any person or organization is required by law and/or the Bridgeport Fire Chief, to seek the services of employees of the Bridgeport Fire Department for Fire Watch Duty, such work shall be rotated by the Fire Chief among those employees who volunteer for such work during their off duty hours. Company strength shall not be reduced to provide Fire Watch services.

**Section 20.2 - Rate of Pay** – The hourly rate of pay for this work shall be one and one half (1 1/2) times the top step Fire Inspector's rate of pay.

If a Lieutenant, Captain, Assistant Chief or Deputy Chief of the Fire Department serves in a supervisory capacity while performing Fire Watch Duty, the officer shall receive top step ancillary Captain's at the rate of time and one-half (1 1/2).

If an Officer of the Fire Department serves in a supervisory capacity while performing Fire Watch Duty, the officer shall receive the officer's pay at a rate of time and one-half (1 1/2).

#### **Section 20.3 - Minimum Hours**

Each employee assigned to Fire Watch Duty shall receive a minimum of four (4) hours pay, or pay for the actual hours worked, whichever is greater, for each assignment.

No earlier than two (2) hours prior to the scheduled Fire Watch Duty, the employee assigned to perform Fire Watch Duty should confirm with the Fire Communication Center Fire Alarm Supervisor that such Fire Watch Duty has not been canceled. If the employee fails to confirm the Fire Watch Duty and the Fire Watch Duty is cancelled, the employee shall forfeit the minimum four (4) hours pay.

In the event that it is necessary to cancel the Fire Watch Duty, the City of Bridgeport shall require any person or organization canceling such Fire Watch Duty to notify the Fire Communication Center Fire Alarm Supervisor at least two (2) hours prior to the start of the scheduled Fire Watch Duty.

If the Fire Communication Center Fire Alarm Supervisor is not notified at least two (2) hours prior to a canceled Fire Watch Duty, such employee shall be paid a minimum of four (4) hours pay provided the employee has called the Fire Communication Center Fire Alarm Supervisor as required above.

**Section 20.4 - Fire Watch List** - A Fire Watch List shall be given to the Union and posted in each fire station, on the 1<sup>st</sup> day of each month, showing the Fire Watch Duties performed in the previous month by the employee performing such work.

**Section 20.5 - Officer Assignments** - In the event that more than three fire fighters are required for a Fire Watch, one officer shall be assigned for every three fighters assigned to such Fire Watch. Should a fire apparatus be required for a Fire Watch, a pump engineer or heavy equipment operator shall be assigned.

**Section 20.6 - Fire Marshal** - When the Fire Marshal or his/her authorized designee must work at a fire watch per state statute as the Fire Marshal he/she shall receive Fire Marshal rate at time and one-half. When the Fire Marshal or his/her authorized designee works any other fire watch he/she shall receive the pay rate described in Sec. 20.2 of this article.

## ARTICLE 21 - CLASSIFICATION

**Section 1** - The Civil Service Commission shall, in accordance with Civil Service provisions of the Charter, establish and maintain a classification plan and make allocations and reallocations to the classes established there under for all positions covered by the contract, provided however, that such plan and allocations shall be subject to the grievance procedure provided for in Article 6, except that such grievance shall be started at step C of such grievance procedure.

**Section 2** - Notwithstanding the provisions of Section 1 above, the City and the Union agree to consolidated the following positions:

CURRENT CLASS	CONSOLIDATED CLASS
Pumper Engineer	Pumper Engineer
Fire Lieutenant Lineman Administrative Aide I Fire Alarm Supervisor	Lieutenant
Fire Captain Fire Special Program Coordinator Administrative Aide II Fire Alarm Assistant Superintendent	Captain
Fire Assistant Chief Fire Alarm Superintendent	Assistant Chief

**Section 3** - The City and the Union agree that employees currently occupying any position which will be consolidated shall remain in said position until the establishment of a promotional list from the next scheduled examination for the consolidated position given after January 1, 1999.

## ARTICLE 22 - PROBATIONARY PERIOD

**Section 1** - Effective upon the date of signing of this agreement, to enable the appointing authorities of the City of Bridgeport to exercise sound discretion in the filling of entry level fire fighter positions to the Fire Department, no initial appointment or employment to the fire fighter positions of the Fire Department shall be deemed final and permanent until after the expiration of a period of a full twelve (12) months of active duty in the Fire Department. In addition, all probationary employees must complete (and obtain a passing grade) the Fire Fighter I and Fire Fighter II certification course as outlined by the State of Connecticut Fire Training School and obtain MRT certification. Failure to do so within said twelve (12) month period shall result in termination.

**Section 2** - During the probationary period, the Fire Chief may terminate the employment of a probationary employee if, during the probationary period, upon observation and consideration of the performance of the employee's duties as a probationary employee is deemed unfit for permanent employment.

**Section 3** - Probationary employees shall not accrue any seniority rights during their probationary period; however, upon the expiration of the probationary period, such employee shall be deemed a regular and permanent employee and the employee's seniority shall date back to the employee's date of hire.

**Section 4** - During such probationary period, such employee shall not have recourse to the grievance procedure, but the employee may appeal to the Board of Fire Commissioners such termination of employment. Such appeal shall be filed within fourteen (14) calendar days from the date of termination of employment by the Fire Chief. The Board of Fire Commissioners shall hear such appeal at their next regular meeting.

**Section 5** - Except for the above termination of employment during an employees' probationary period, nothing contained herein shall be used to deny any employee any rights or any benefits to which the employee may be entitled to under the pension or collective bargaining agreements between the City and the Union. Denial of such benefits shall be subject to the grievance procedure per this collective bargaining agreement.

**Section 6** - All probationary employees shall become eligible for vacation, compensatory days off after two hundred and seventy (270) days active service from the date of hire.

**Section 7** - Any newly hired probationary employee shall not be traveled for the purpose of Article 8 Section 2 until after the employee has completed two hundred and seventy (270) days active service from the date of hire.

**Section 8** - All probationary employees shall be granted special leaves after two hundred and seventy (270) days active service from the date of hire.

#### **ARTICLE 23 - FUNERAL DETAILS**

The Union agrees that all employees, who are assigned by the Fire Chief to funeral details for active or retired members of the Fire Department, shall not receive any additional compensation for such service. Upon request of the family of a retired employee, six (6) pallbearers will be assigned by the Fire Chief, consistent with present policy, for the funeral of the active or retired member of the department.

The employees regularly assigned to the shift working on the night of the funeral shall work the funeral detail.

An employee shall carry with him/her the assigned funeral detail days worked, but not volunteer details.

Funeral Details shall be subject to Article 14(b), Special Leave.

#### **ARTICLE 24 - MISCELLANEOUS**

**Section 1** - Duty watches shall be of two (2) hour duration, from eight (8:00) A.M. to ten (10:00) P.M. daily. In the event of alarm or fire, the status of apparatus and companies shall be maintained at the central dispatch location and on a central status board.

**Section 2** - The Officer-in-Charge shall apportion all housework and duties among subordinates as equitable as practicable.

**Section 3** - The Department shall allow employees to exercise while on duty, provided that such activity in no way interferes with the employee's regular duties, and further provided that the Department shall not be responsible for providing equipment.

**Section 4** - The City shall grant up to three (3) members of the honor guard/pipe & drum band leave from duty with pay in order to attend City and Department sanctioned functions.

**Section 5** - **Employees required, or permitted, to take home Fire Department motor vehicles shall be determined annually by the Chief on July 14<sup>th</sup> of each year.**

#### **ARTICLE 25 - WAGES**

The wage rates and effective dates for all employees shall be as follows:

- 25.1** Effective **April 1, 2011** wages shall be increased by **two and one-half percent (2 1/2 %)**
- 25.2** Effective **January 1, 2012** wages shall be increased by **three percent (3 %)**
- 25.3** Effective **July 1, 2012**, wages shall be increased by **two and one-half percent (2 1/2%)**
- 25.4** Effective **January 1, 2013**, wages shall be increased by **three percent (3%)**
- 25.5** Effective **January 1, 2014** wages shall be increased by **three percent (3%)**
- 25.6** The City shall implement and shall maintain a plan pursuant to Section 414(h) of the Internal Revenue Code so as to facilitate the tax deferral of pension contributions by employees.
- 25.7** Effective **April 1, 2011** the City shall **increase** a night shift differential to **\$1.40** per hour.
- 25.8** Effective **July 1, 2011** the City shall **increase** the night shift differential to **\$1.55** per hour.
- 25.9** Effective **January 1, 2012** the City shall **increase** the night shift differential to **\$1.70** per hour.
- 25.10** The shift differential shall be payable for hours actually worked on the night shift. Employees with a special leave shall only be paid the shift differential for hours actually worked at night on a swap. The shift differential shall be payable to ancillary personnel for hours actually worked outside their normally scheduled hours (Monday thru Friday), The same hours apply to shifts worked on both Saturday and Sunday.
- 25.11** Effective January 1, 2007 the City shall implement a MRT-D stipend of \$325.00.
- 25.12** Effective July 1, 2006 and in each year thereafter each employee **in Pension Plan B** shall receive **2% and each employee in Pension Plan A shall receive 2.5%** of the shift pay earned in the 12 months prior to retirement toward their pension.

#### **ARTICLE 26 - PAY FOR ACTING IN A HIGHER CAPACITY**

When a Fire Fighter or Pumper Engineer acts as a Fire Lieutenant or whenever a Fire Equipment Mechanic or Lineman acts as the Assistant Superintendent or whenever an Assistant Superintendent acts as the Superintendent or whenever a Fire Captain acts as a Assistant Chief or when an Assistant Chief acts as a Deputy Chief or when a Deputy Chief acts as the Fire Chief, or when any employee acts in a higher capacity at the direction of the Fire Chief with the exception of Operator of Heavy Equipment or Pumper Engineer, the employee shall be paid in accordance

with the notes for appendices, note 2, for the rank for which the employee is serving in an acting capacity. The following procedures for filling the Acting positions of Lieutenant and Pumper Engineer on the line will be followed:

1. Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority in the company where the temporary vacancy exists.
2. In a firehouse with multiple companies, Acting shall be filled by offering such assignment to the qualified firefighters in order of their seniority on their platoon in the house.
3. The least senior person holding the bona fide rank of the temporary vacant position shall be traveled to the company where the vacancy exists, and the acting procedure will be followed to fill the temporary vacancy that was created by traveling the person.
4. Acting shall be filled by offering such assignment to qualified firefighters who are working overtime on the company or platoon in the house.
5. Acting shall be filled by ordering the first person who refused the offer of Acting to act in the temporary vacancy.

Reminder When manpower falls below 61 and overtime is required, the primary consideration is to give the employee who has worked the least amount of overtime the opportunity to do so.

Whenever a Fire Fighter acts as a Pumper Engineer, or an Operator of Heavy Equipment as defined in Article 26-A of this agreement, the employee shall receive the maximum rate of pay for each day of service. All acting Assistant Chief assignments shall be filled by the senior on-duty captain on the shift where the vacancy was created. All acting Deputy Chief and Chief assignments shall be filled by the Board of Fire Commissioners.

Nothing contained herein shall apply to Provisional appointments, which appointments may be made in accordance with Civil Service Provisions of the Charter of the City of Bridgeport. All work performed in a higher capacity and in excess of the regular work schedule-work week shall be paid at the same time as other overtime is paid. It is understood and agreed by the parties that employees who are injured in the line of duty while in an acting capacity shall receive injury leave pay in an amount equal to the pay for capacity or rank in which such employee was acting at the time of the employee's injury.

#### **ARTICLE 26A - PAY FOR OPERATORS OF HEAVY EQUIPMENT**

Effective September 17, 2007 when a fire fighter is assigned to drive or tiller any ladder truck, such fire fighter, in addition to any salary provided for in Article 25, Wages, of this Agreement, shall receive an additional 6% percent of that wage as long as the employee continues to be assigned to such driving or tillering assignment. The following procedures for filling the Acting position of Driver on the line will be followed:

1. Acting shall be filled by offering such assignment to qualified firefighters in order of their seniority in the company where the temporary vacancy exists.
2. In a firehouse with multiple companies, Acting shall be filled by offering such assignment to the qualified firefighters in order of their seniority on their platoon in the house.
3. Acting shall be filled by offering such assignment to qualified firefighters who are working a Special Leave on the company or platoon in the house.
4. Acting shall be filled by offering such assignment to qualified firefighters who are working overtime on the company or platoon in the house.
5. The least senior person qualified to drive shall be traveled to the company where the vacancy exists, and the acting procedure will be followed to fill the temporary vacancy that was created by traveling the person.
6. Acting shall be filled by ordering the first person who refused the offer of acting to act in the temporary vacancy.

Reminder When manpower falls below 61 and overtime is required, the primary consideration is to give the employee who has worked the least amount of overtime the opportunity to do so.

It is understood and agreed by the parties that the employees who are injured in the line of duty while assigned as a driver on a tiller or ladder truck in an acting capacity, shall receive injury leave pay in the amount equal to the pay such employee was receiving at the time of the employee's injury.

## ARTICLE 27 - OUTSIDE EMPLOYMENT

The City hereby gives permission to employees to obtain part-time employment, other than fire fighting work, subject to the following qualifications:

- 1) No employee shall accept employment which is in conflict with his position as a member of the Fire service. No employee shall work such hours per week or engage in such physical employment as will hinder the performance of the employee's duties in the department.
- 2) An employee shall notify the City as to any injuries received in said "outside employment".
- 3) The conditions above set forth shall be the criteria concerning the right to outside employment.

## ARTICLE 27A - VOLUNTEER FIRE FIGHTING

No employee shall perform fire fighting duties or fire officer duties in a volunteer or paid/volunteer Fire Company, fire department or fire district during their off-duty time. Violation of this provision shall subject said employee to discipline up to and including termination.

## ARTICLE 28 - LONGEVITY

A) Each employee, **except those covered by subsection C of this Article**, who has or will have completed five (5) or more years of municipal service by March 31st of said Contract year shall receive an annual payment calculated by multiplying the number of years of such completed service by the sum of seventy-five dollars (\$75.00).

B) Each employee shall receive the employee's annual longevity increment on the first payday in December of each Contract year, except that the employee shall receive such longevity increment at the time of the employee's retirement in the event that the employee retires during the Contract year prior to the first pay day in December. If an employee who is entitled to an annual longevity increment in accordance with the provisions of the first sentence of this Article shall die during the Contract year prior to such first pay day in December, such annual longevity increment shall be paid to the employee's widow(er); if the employee is not survived by a widow(er), such longevity increment shall be paid to the beneficiary designated by him/her under the terms of the employee's Life Insurance Policy provided for under Section 17.2 of Article 17.

In the event that such employee terminates the employee's service prior to such December pay day for any reason other than retirement or death, the employee shall receive at the time of termination, an annual longevity increment prorated based on the amount of the employee's service from the first day of the Contract year through the date of termination.

C) **Any firefighter hired after July 1, 2011 shall not be eligible for any longevity payments or benefits until they have completed ten (10) years of service.**

## ARTICLE 29 - PAYMENTS OF TUITION AND BOOKS

The City shall reimburse each employee, within sixty (60) days of submission of the employee's costs, to the Departmental Clerk, for the cost of tuition and books upon satisfactory completion at a grade "C" or better in each course at an accredited college or university in subjects which are designed to increase the employee's proficiency in the employee's present or potential future duty assignments and shall be related to one or more of the following fields:

1. Fire Department Operation and Administration
2. Fire Prevention and Inspection
3. Fire Science and Technology
4. Fire Fighting

5. Fire Hazards and Fire Protection Systems
6. Fire Hydraulics and Engineering
7. Arson Investigation
8. Public Administration

The City shall also provide payment for tuition and books for all State Fire Certification and National Fire Academy courses upon successful completion.

### **ARTICLE 30 - CONTRACT YEAR**

For purpose of vacations, holidays, personal days, union business leave and uniform allowance, any reference to "Contract Year" shall mean a period which begins on April 1st of one year and ends on March 31st of the following year.

### **ARTICLE 31 - JOB-ACTION RESTRICTIONS**

No employee covered by the terms of this contract shall engage in any strike, slow-down, picketing activity or any other form of job-action, against the City of Bridgeport, or any of its officials, department or agencies.

### **ARTICLE 32 - SAFETY AND PRODUCTIVITY COMMITTEE**

**Section 1** - The Union shall have four (4) representatives on a committee to be known as the Committee on Safety and Productivity. The four (4) members of the Safety and Productivity Committee shall be granted leave with pay to attend all meetings of said committee. Said meetings will be scheduled, if possible, when the members are off duty. It is understood that the balance of the committee will consist of two (2) members to be named by the Fire Chief and two (2) members to be appointed by the Mayor of the City.

**Section 2** - As indicated by the title of the Committee, its purpose will be to recommend safety clothing and safety departmental equipment for use by the department as may be practical.

**Section 3** - Insofar as recommendations concerning increased efficiency within the department is concerned, the City and the Union shall adopt as a yardstick for the operation of this committee the recognition that continuing superior service to the public is desirable and is best attained by civic management that is committed to:

- a) optimum protection
- b) achieved through modern, constructive, cost-conscious methods.

Of necessity, taxpayers of this City want municipal protection at the lowest possible cost. However, "lowest possible cost" does not mean substandard service; it does mean protection that meets the needs of our City's residents at a cost that compares favorably with service offered by similar governmental units. The measurements of effectiveness (or productivity) for the Department is difficult and may, at times, be controversial. This committee will attempt to recommend and to achieve meaningful objectives in spite of that difficulty. The committee will also evaluate and recommend new methods and new technologies that give promise of better protection to our City's public.

**Section 4** - Meetings of the committee shall be called by the Chairperson at least bimonthly in each calendar year, beginning on or about July 1st, 1988. The Chairperson shall be named by the Mayor of the City from eight (8) committee members and may vote to break ties.

**Section 5** - In order to protect the health and safety of each employee, the parties agree that over a three year period, the following safety procedures will become effective on the date specified in each subsection of this section.

- a) Effective on the date of implementation of this agreement, the Fire Chief, after consultation with the safety and productivity committee, will determine all standards of safety for the Fire Department except as modified below and will be responsible for the enforcement of all safety standards.

- b) Within ninety (90) days following July 1st, 1978 and in each fiscal year thereafter, each length of hose used by members of the bargaining unit other than that used for dump fire only, shall be tested by using the procedures set forth in the then current edition of the National Fire Protection Handbook of the National Fire Protection Association (N.F.P.A.) or the Standards published by the National Fire Prevention and Control Administration (N. F. P. C. A.).

Within the same period and in each fiscal year thereafter, each ladder or elevated platform used by the members of the bargaining unit shall be tested by using non-destructive testing methods.

Effective July 1st, 1978, all breathing apparatus worn by the members of this bargaining unit will be maintained at a standard equal to or better than the then current standard for breathing apparatus.

- e) Effective within ninety (90) days following July 1st, 1979 and in each fiscal year thereafter, each motor vehicle operated by a member of this bargaining unit shall be tested and approved by the State of Connecticut Motor Vehicle Department. If any such motor vehicle fails to comply with the standards of motor vehicle safety set by the Motor Vehicle Department, it shall be removed from service until such time as it meets such standards.
- d) The Union shall have the right to monitor all testing procedures at its own expense.

#### **ARTICLE 33- DURATION**

The duration of this contract shall extend through **June 30, 2014**. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than two-hundred-and-ten (210) nor less than one-hundred-eighty (180) days prior to such expiration date. Within ten (10) days of the receipt of such notification by either party, a conference will be held between the City and the Union Negotiations Committee for the purpose of discussing such amendment, modification or termination.

~~Effective July 1, 2008, this Agreement may be reopened for the purpose of renegotiation of benefits under Article 17 provided the City gives the Union thirty (30) days notice subsequent to July 1, 2008. Such re-opener shall be subject to binding interest arbitration under MERA.~~

#### **ARTICLE 34 - RETROACTIVE PAYMENTS**

All retroactive payments made under this contract shall apply to all regular earnings, pay for acting in a higher capacity and overtime worked between July 1, 2004 and the date of ratification, September 17, 2007.

All retroactive payments made under this contract shall apply to all night differential earnings between July 1, 2006 and the date of ratification.

All retroactive payments made under this contract shall apply to all MRT-D stipends earned between January 1, 2007 and the date of ratification.

**There shall be no retroactive payments under the terms of this Article for the collective bargaining agreement covering the period of July 1, 2009 through April 1, 2011.**

#### **ARTICLE 35 - NON -DISCRIMINATION**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, handicap, marital status, race, color, creed, national origin, political affiliation or Union membership.

Disputes involving alleged discrimination shall not be arbitrable if the jurisdiction of the Connecticut Human Rights and Opportunities Commission or any federal or state court or agency has been invoked with respect to a claim of discrimination.

## **ARTICLE 36 - COURT APPEARANCES**

Whenever an off-duty employee is required to appear before any court and such court appearance is in connection with the performance or discharge of the employee's duties as a fire fighter, the employee shall be compensated at the same rate as if they were required to work overtime in accordance with Article 11. A minimum of which shall be paid at the rate of four (4) hours for any such appearance. Whenever an on-duty employee is scheduled to appear before such court the employee shall be granted time off from duty without loss of any pay for the purpose of such appearance. Whenever any employee is required to perform Jury Duty, the employee shall be granted time off from duty in accordance with the policy which was in effect on July 1, 1988.

## **ARTICLE 37 - MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel; determine the number and type of positions, and organizational structure required to provide Fire services; define the duties and responsibilities of each position and of the department; acquire and maintain essential equipment and facilities required to conduct the business of providing Fire services; contract for non-fire services with other units of government and/or private contractors for the provisions of non-fire services to or by the City; establish and amend policy, procedures, rules and regulations regarding employees standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such rights, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. The City shall not exercise its management rights in violation of its obligations under

MERA (the Connecticut Municipal Employee Relations Act. Connecticut General Statute §7-467, et seq).

## **ARTICLE 38 - PHYSICAL EXAMINATIONS**

The City and the Union agree to form a six (6) member committee for the purpose of establishing protocols for the administration of physical examinations. The committee shall consist of three (3) members appointed by the City (excluding Union members) and three (3) members appointed by the Union. The Chief and Union president shall serve as ex-officio members of the committee.

## **ARTICLE 39 - DRUG TESTING**

The City and the Union agree that Pumper Engineers and Heavy Equipment Operators will be subject to drug testing in accordance with the following procedures: mandatory testing upon original assignment and random testing at any time after assignment for controlled substances defined in accordance with the State of Connecticut Uniformed Controlled Substances Act, Section 21a-240 et seq, of the Connecticut General Statutes, which testing shall be administered in accordance with state statutes and be performed by a reliable laboratory. After the City has implemented drug testing for Pumper Engineers and Heavy Equipment Operators and a period of six (6) months has expired, the City may notify the Union that drug testing, in accordance with the procedures used for Pumper Engineers and Heavy Equipment Operators (with any changes the City wishes to proposed), if the City wishes to implement drug testing for all bargaining unit members. Within thirty (30) days of such notice the Union may notify the City of any changes it desires prior to implementation for all bargaining unit members. If the parties cannot agree on any proposed changes, that issue shall be decided by a single Arbitrator selected in accordance with the rules of the American Arbitration Association.

The City agrees that it shall provide an Employee Assistance Program through a mutually agreed provider.

**ARTICLE 40 – CIVILIANIZATION**

**ISSUE 1**

Notwithstanding any provision in the Collective Bargaining Agreement to the contrary, effective January 1, 2010, (or a later date if determined by the City) the City shall disband and eliminate the Fire Communications Center. The current staffing of seven (7) sworn Fire Department employees shall be reassigned by the Fire Chief on a seniority basis (most senior first, least senior last) to other positions or assignments in the Fire Department that they previously held or are qualified to perform due to their current permanent rank. All reassigned employees shall work the normal work schedule of the division to which they are assigned.

The City may civilianize positions in the administrative offices, except for the Lieutenant and the Captain. The Lieutenant position shall remain uniformed as long as the person who was in the position as of September 17, 2007 is in the position. The civilianization of the Lieutenants position will then be negotiated subject to binding arbitration under MERA.

The above foregoing is a true and attested copy of the contract between the City of Bridgeport and Local 834, International Association of Fire Fighters.

**FOR THE CITY**

**FOR THE UNION**

\_\_\_\_\_  
Mayor, City of Bridgeport

\_\_\_\_\_  
Robert Whitbread  
President, Local 834

\_\_\_\_\_  
Director of Labor Relations

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David Dobbs  
Vice President, Local 834

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
Pension Plan**

Upon the signing of this Agreement, the City will take all necessary steps to effectuate the transfer all current Bridgeport Firefighters who are members of Pension Plan B to the Connecticut Municipal Employee Retirement System (CMERS) by July 1, 2011. As part of said transfer the City agrees to purchase all time credited to the current members of Pension Plan B for military service. All employees hired after the effective date of this Agreement shall also be covered by the terms of the Connecticut Municipal Employee Retirement System.

Employees who are members of Pension Plan A are not eligible for transfer to Connecticut Municipal Employee Retirement System.

Terms and conditions of the CMERS are attached hereto in the MERS Summary Plan Description.

During the transfer process the City shall meet monthly with the Union Executive Board to discuss and update the Union on the status of the transfer.

**FOR THE CITY**

**FOR THE UNION**

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Date

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Date

**MEMORANDUM OF UNDERSTANDING**  
**Errors/Omissions**

The parties agree that they shall correct and replace any inadvertent errors or omissions that appear in this collective bargaining agreement. It is the parties' intention that they shall review the language of the collective bargaining agreement during the ratification process in order to be assured that it accurately reflects their agreements. Any inadvertent errors or omissions shall be corrected by the parties.

**FOR THE CITY**

**FOR THE UNION**

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Date

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Date

**MEMORANDUM OF UNDERSTANDING**  
**Supplement to Article 8 – Manpower**  
**“Max” Agreement**

Effective upon the ratification of this Agreement the City and the Union agree that Article 8 Manpower, Sections 1A, 1B, 1C, and 1E, shall remain unchanged in regard to the minimum working staff level on duty per shift (A, B, C, and D), citywide, assigned to platoons or companies of 61 (min). For the term of this Agreement the Parties agree that the maximum working staff level on duty per shift (A, B, C, and D), citywide, assigned or detailed to platoons or companies shall not exceed 65 employees (max).

The Parties agree that this provision shall expire and sunset upon the signing of a successor agreement or on June 30, 2014, whichever occurs first. Accordingly, unless this agreement is extended by a successor, the City may revert to the previous agreement and practices regarding Article 8 Manpower, that existed during the term of the 2004 through 2009 Collective Bargaining Agreement.

**FOR THE CITY**

**FOR THE UNION**

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**MEMORANDUM OF UNDERSTANDING**  
**Supplement to Article 11 - Overtime**  
**“Ancillary Personnel Working Line Overtime”**

The Union and the City agree that Article 11 Overtime, and Appendix A Rules and Procedures for Overtime shall be changed to conform to the parties’ agreement regarding Max limits on Manpower. In any week that an ancillary holiday occurs, ancillary personnel will have the opportunity to work on Saturday day/night of that calendar week. (Thanksgiving week will be Saturday and Sunday day/night). Names will be added to line OT list. Overtime on the line will be paid same as line personnel. The following divisions are eligible to work overtime on the above named shifts:

**Central Office Staff:**

Captain, Lieutenant, Pumper Engineer, Firefighter

**Training Division:**

Assistant Chief, Captain, Lieutenant, Pumper Engineer, Firefighter

**Maintenance Division:**

Lieutenant

Ancillary personnel “on call” are not eligible for the above named overtime opportunity.

It is the Parties’ intent that this Agreement shall remain in force and effect during the same period of time as the Agreement concerning Max staffing remains in effect.

**FOR THE CITY**

**FOR THE UNION**

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Date

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Date

**MEMORANDUM OF UNDERSTANDING**  
**Supplement to Article 11 – Overtime**  
**Straight Time For April, May, June, 2011**

Notwithstanding the provisions of Article 11 – Overtime, Section 3 – Pay Rate, the City of Bridgeport and the Union agree that for the period of April 1, 2011 through June 30, 2011 the pay rate for all overtime shall be straight time the hourly rate, which the employee receives for the employee's regular assigned duties.

**Notes for Appendices**

**\*Note 1** - The rates set forth in this appendix are annual rates. Positions crossed-out shall be removed upon consolidation in accordance with Article 21.

**Note 2** - Any Fire Captain, Fire Assistant Chief Engineer, Fire Alarm Assistant Superintendent, Fire Assistant Master Mechanic, Fire Master Mechanic, Senior Inspector, Deputy Fire Marshal and Deputy Fire Chief with less than six (6) months service in the employee's classification and any other employee with less than one (1) year of service in the employee's classification shall be paid at step one (1) of the salary range of the employee's classification. Any Fire Captain, Fire Assistant Chief Engineer, Fire Assistant Master Mechanic, Fire Master Mechanic, Senior Inspector, Deputy Fire Marshal and Deputy Fire Chief who have six (6) months but less than one (1) year of service in the employee's classification, and any Pumper Engineer, Fire Lieutenant, Fire Equipment Mechanic, Fire Alarm Supervisor and Inspector who have completed one (1) or more years in the employee's classification shall be paid at step two (2) of the salary range of the employee's classification.

Any Fire Captain, Fire Assistant Chief Engineer, Fire Assistant Master Mechanic, Fire Master Mechanic, Senior Inspector, Deputy Fire Marshal and Deputy Fire Chief who has completed one (1) or more years of service in the employee's classification shall be paid at step three (3) of the salary range of the employee's classification. With the exception of the class of fire fighter, upon the anniversary date when an employee completes the required amount of service as provided for herein, or on the fiscal date following such anniversary date, if the two dates do not coincide, whichever comes later, such employee shall be advanced to the next higher step in the salary range of the employee's classification.

For the purposes of salary advancement, the term "fiscal date" shall mean July 1st and January 1st.

Any fire fighter who has less than one-and-one-half (1-1/2) years of service in the employee's classification shall be paid at step one (1) of the salary range for the employee's classification. Any fire fighter who has upon their anniversary date completed one-and-one-half (1-1/2) years but less than three-and-one-half (3-1/2) years of service in the employee's classification, shall be paid at step two (2) of the salary range for the employee's classification. Any fire fighter who has upon their anniversary date completed three-and-one-half (3-1/2) years but less than five (5) years of service in the employee's classification shall be paid at step three (3) of the salary range for the employee's classification. Any fire fighter who has upon their anniversary date completed five (5) or more years of service in the employee's classification, shall be paid at step four (4) of the salary range for the employee's classification.

**FOR THE CITY**

**FOR THE UNION**

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Date

## APPENDIX A

### RULES AND PROCEDURES FOR OVERTIME RULES AND PROCEDURES FOR OVERTIME HIRING

**Intent:** The City of Bridgeport and the Union agree to establish an overtime assignment system which shall be followed when ever overtime assignment(s) are required for on-duty positions performing fire fighting duties. It is the intent of the City of Bridgeport and the Union to use Article 11 and the Rules and Procedures for Overtime Hiring to distribute overtime to all members of all ranks in the Bridgeport Fire Department in as fair and equitable manner as possible. Whenever overtime is required for fire fighting duties, every effort shall be made to hire the employee having worked the lowest number of overtime opportunities. There may be a rare occasion when a vacancy occurs in a position and an employee of a different rank has the lowest number of overtime opportunities and is next to be hired, every effort shall be made to hire such employee.

There shall be one City-Wide overtime list for the A, B, C and D shifts. However, there will be a five (5) shift limit on consecutive hours worked.

**Seniority List:** The names of all "line personnel" of the Bridgeport Fire Department assigned to fire fighting duties shall be placed on a Citywide Overtime List, which shall be used to distribute overtime. The employee's name, based on rank or classification, shall be placed on the city wide overtime list in one of the following four (4) sections:

- a) Fire Fighters
- b) Pumper Engineers
- c) Company Officers (Captains and Lieutenants)
- d) Assistant Chiefs

Each section shall list the employee's name in rank or classification order by seniority of appointment within the classification, along with the employees initial date of hire in the Bridgeport Fire Department. In establishing the initial overtime lists, seniority shall be the determining factor, first by rank or classification then by department hire date.

**Staffing:** Each employee of the Bridgeport Fire Department shall be assigned a normal duty position based on the Bridgeport Fire Department Table of Organization dated April 9, 1997 (attached). Each employee who regularly performs fire fighting duties shall be assigned to a fire station. The assigned duty position shall be the employee's normal duty assignment.

**Over 61:** In the event that there is more than the minimum working staff level on duty citywide available to work, it shall be the Assistant Chiefs duty to distribute staffing levels on a temporary basis shift by shift throughout the various fire houses as required.

If the vacancy was created by the lack of a Fire Officer or a Pumper Engineer, a qualified person shall be assigned as an acting officer in the capacity of the officer or pumper engineers position as outlined in Article 26 (company seniority first and fire house seniority second). For the purposes of the Rules and Procedures for Overtime Hiring, an employee shall be deemed qualified in accordance with the established Department procedure for acting assignments (form BFD 198).

In the event that no qualified person is available in the company or in the firehouse the Assistant Chief shall "travel" a person of the vacant rank to fill such vacancy. In the event that no qualified person is available to fill the vacancy on that platoon citywide, then, in accordance with Article 8, Section 4, an overtime shall be required for that rank and shall be worked in accordance with this policy. Notwithstanding the provisions of the Rules and Procedures for Overtime Hiring the minimum number of bona fide or provisional Ranks shall be maintained in accordance with the contract.

**Under 61:** In the event that the staffing level on any platoon shall fall below the minimum requirement of sixty-one (61) then overtime shall be required to maintain the minimum level of sixty-one (61).

The primary consideration of the Bridgeport Fire Department in an overtime-hiring situation is to hire the employee who has worked the least amount of overtime opportunities. Up to four (4) hours before the start of any shift an employee who has been temporarily traveled shall be placed back into the employees permanent assignment to accommodate the hiring of the employee who has worked the least amount of overtime opportunities. In order to hire the employee with the least amount of overtime opportunities the Citywide Overtime List shall be used to determine the employee whose name appears as having worked the least amount of overtime opportunities.

The Citywide Overtime List shall be maintained by the East/West Side Assistant Chief. The Citywide Overtime List shall be updated on a daily basis and forwarded to the Deputy Chief of Operations along with the MP #1 form or any staffing level form used to establish shift by shift staffing levels. Each Wednesday a list shall be posted in each firehouse showing the overtime worked for the previous Sunday (8:00 A.M.) through Sunday (7:59 A.M.) A copy of the MP #1 or any staffing level form shall also be forwarded to the Union office.

**Administration:** The administering of the City wide overtime list will be the responsibility of the East/West Side Assistant Chief, who will delegate the calling in of personnel for overtime, to the East/West Side Assistant Chiefs Aide. Each morning or each evening, as the case may be, the overtime list from the previous day, shall be updated. The East/West Side Assistant Chief will next review the staffing level requirements of the City for the following day's shift. If it is determined that staffing level will fall below sixty-one (61), The East/West Side Chiefs Aide will initiate telephone calls to the next eligible employees on the overtime list. If a message has been left on either an answering machine or a pager service, the Chiefs Aide East/West Side will wait for a return call until 11:00 A.M. or 8:00 P.M. At 11:00 A.M. or 8:00 P.M., the East/West Side Chief's Aide will continue to call down the list until contact is made with an employee who is eligible to work the overtime. Employees not contacted will be listed as "N/C" and will not lose their position on the overtime list.

Captains and Lieutenants shall work overtime in officer's positions, Pumper Engineers shall work in pumper engineers positions, and Firefighters in firefighter positions. Assistant Chiefs shall only work overtime when available in Assistant Chiefs positions in Battalion 1 or Battalion 2.

**Emergency:** In the event overtime is required for the working platoon, or for the platoon coming on duty, the Chiefs Aide East/West Side shall, by starting at the top of the appropriate Citywide Overtime List call the next available employee, and continue to call employees on the appropriate Citywide Overtime List until an eligible employee is found to accept the overtime.

The East/West Side Chief's Aide shall assume the duties of the East/West Side Chief's Aide whenever the East/West Side Chiefs Aide is unable to perform said duties due to fire fighting duty. In the event that both the East and West Side Chief's Aides are unavailable, the Deputy Chief of Operations will ensure that the daily overtime policies are carried out by an officer.

**Refusal:** Employees when contacted have the option to either accept the overtime assignment or to refuse the assignment. A refusal will be noted as such on the Citywide Overtime List and shall be counted in the employees turn the same as if the employee had worked the overtime. In the event that the entire Citywide Overtime List is called without sufficient acceptances to fill the staffing level requirements, the calling will return to the first employee that refused such assignment and that employee shall be required to work the required overtime assignment.

**No Contact:** Whenever an employee's name is next on the Citywide Overtime List and that employee is eligible for a needed overtime position but the employee is not contacted the employee will receive a "NO CONTACT N/C".

**Overtime Fall Behind:** Employees on the Citywide Overtime List shall be limited to five (5) overtime opportunities "N/C" before losing any overtime opportunities. There can be only one "N/C" per day. Upon the sixth contact and "N/C", the employee will be charged with the overtime opportunity as though the employee has worked the overtime. This section shall also apply to Voluntary Removal.

**Voluntary Removal:** Employees may remove their names from consideration of overtime by notifying the employee's company officer on their second day/night on duty that they are not available for overtime during their

next off duty rotation (days off). Such removal shall remain in effect until the employee notifies the employee's company officer that they are available for overtime.

**Transfers:** Employees transferred to the line shall be inserted into the appropriate Citywide Overtime List and will carry over all overtime opportunities and credits.

**Rank Requirements:** When using a rotating list of names there will be time when a person of a particular rank will be "next" in line for an overtime, but no such ranked position is available in the city on that day.

**EXAMPLE:** The citywide manpower is at 59. This will require two (2) citywide overtimes to bring the manpower up to the minimum (61). The next two persons on the list to work overtime is an Officer. However, the only vacancies in the City are either Pumper Engineer overtimes or Fire Fighter overtime. The Officer, would then be bypassed on the Citywide Overtime List, (and indeed all officers below him/her) and a Pumper Engineer or a Firefighter who is next on the Citywide Overtime List work the overtime. The Officer would remain "first" on the Citywide Overtime List and would not lose the employee's turn.

**Procedure:**

- 1) Determine the manpower distribution available citywide. Company Officers will be required to phone in their manpower and manpower changes into both Assistant Chiefs as early as possible.
- 2) If Citywide on duty staffing is above sixty-one (61), then overtime is not required except in case of maintaining minimum number of bona fide or provisional officers. If manpower drops below sixty-one (61) the appropriate section of the citywide list shall be used to bring the platoon minimum to sixty-one (61).
- 3) If the Citywide on duty staffing drops below sixty-one (61) an employee acting/traveling may be reassigned to their normal assignment in order to accommodate the employee who's name appears next to be called for overtime.
- 4) Once the needs of the department and the Citywide Overtime List are considered, the calls must be made to the involved employees who's name appears next to be called for overtime.
- 5) Every effort shall be made to place employees on overtime in their normally assigned fire station.
- 6) Employees on overtime may be required to travel to another fire station to fill a vacancy in that fire station.
- 7) When overtime is worked, the pay for such overtime shall be paid in accordance with the Connecticut General Statutes.
- 8) If an overtime assignment has been worked by the wrong employee or rank, due to an unintentional error or mistake, then the City and the Union agree that such unintentional error or mistake shall not be the subject of a grievance.
- 9) The City agrees that it will not take a company off duty for the purpose of lowering the current-daily platoon minimum of sixty-one (61) employees for purposes of avoiding overtime.
- 10) Nothing herein shall be construed as a waiver of the City's rights under Article 8, Section 1g.
- 11) Line Personnel: City of Bridgeport employees who are assigned to fire-fighting duties on Platoon A, B, C, D. (i.e. Assistant Chief, Captain, Lieutenant, Pumper Engineer and Fire Fighter).

**APPENDIX H- ACTING FORM**

**BRIDGEPORT FIRE DEPARTMENT ACTING APPROVAL**

Check one of the following:

Acting Driver \_\_\_\_\_

Acting Tillerman \_\_\_\_\_

Acting Engineer \_\_\_\_\_

Acting Lieutenant \_\_\_\_\_

Acting Captain \_\_\_\_\_

Acting A/Chief \_\_\_\_\_

I hereby state that \_\_\_\_\_ (Name, Rank,

Assignment) has demonstrated that the employee is qualified to be

\_\_\_\_\_ (Type of Acting), and meets all Bridgeport Fire Department requirements.

Signature of Approving Company Officer, Rank, Assignment

Signature of Approving Company Captain, Rank, Assignment

Signature of Approving Assistant Chief, Assignment

Amendments to the Intermunicipal Agreement between the City of Bridgeport and the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler Memorial High School.

**Report**  
**of**  
**Committee**  
**on**  
**Ordinances**

**Submitted: February 22, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Ordinances** begs leave to report; and recommends for adoption the following resolution:

**\*31-10 CONSENT CALENDAR  
(REF. # 152-09)**

**BE IT RESOLVED**, That the Ordinance Committee hereby endorses and approves the attached Amendments to the Intermunicipal Agreement between the City of Bridgeport and the Town of Trumbull for the Provision of Police, Fire and Emergency Medical Services to the Fairchild-Wheeler Memorial High School.

Respectfully submitted,  
**THE COMMITTEE ON ORDINANCES**

\_\_\_\_\_  
Richard M. Paoletto, Jr.  
Co-Chair

\_\_\_\_\_  
Andre F. Baker, Jr.  
Co-Chair

\_\_\_\_\_  
Martin C. McCarthy

\_\_\_\_\_  
Angel M. dePara, Jr.

\_\_\_\_\_  
Richard Bonney

\_\_\_\_\_  
Amy Marie Vizzo-Paniccia

\_\_\_\_\_  
Anderson Ayala

City Council Date: February 22, 2011

ITEM # 31-10 EXHIBIT A  
(REF. # 152-09)

**INTERMUNICIPAL AGREEMENT  
FOR THE  
PROVISION OF FIRE SERVICES  
TO THE  
FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL**

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 18 A 9:14  
ATTEST  
CITY CLERK

Agreement by and among the City of Bridgeport ("Bridgeport"), a municipal corporation within the State of Connecticut with an address at 999 Broad Street, Bridgeport, Connecticut 06604 and the Trumbull Center Fire District (the "TCFD") a municipal corporation within the State of Connecticut with an address at 860 White Plains Road, Trumbull, Connecticut 06611 and the Trumbull Volunteer Fire Co. No. 1, Inc. (the "TVFC."), a Connecticut non-profit corporation with an address at 860 White Plains Road, Trumbull, Connecticut 06611.

### WITNESSETH

WHEREAS, Bridgeport is proposing to acquire approximately thirty-five (35) acres of land (the "Property") situated in Trumbull owned by the State of Connecticut and previously used as a public park for the purpose of constructing and operating a state-of-the-art multi-magnet high school (the "MMHS") to meet the needs of area students from several communities, including, Bridgeport and Trumbull; and

WHEREAS, the MMHS is to be known as the Fairchild-Wheeler Memorial High School; and

WHEREAS, Bridgeport has applied to various state and municipal agencies for approval to construct the MMHS; and

WHEREAS, in the event Bridgeport does acquire the Property and construct the MMHS, it will also administer approximately 16 acres of land owned by the State of Connecticut adjacent to the Property (the "Retained Property") as a public park; and

WHEREAS, the Property and the Retained Property are more particularly bounded and described in Schedules A and B, attached hereto and made a party hereof; and

WHEREAS, both the Property and the Retained Property are more particularly shown and depicted in a certain map attached hereto as Schedule C and made a part hereof; and

WHEREAS, the parties enter into this Intermunicipal Agreement pursuant to the authority set forth in C.G.S. § 7-148cc and Section 7-310.

WHEREAS, the Property and the Retained Property are each situated within the boundaries and the area of taxing and operational responsibility of TCFD and TVFC respectively; and

WHEREAS, TCFD and TVFC agree to relinquish, and Bridgeport agrees to accept, operational responsibility, as first responder, for the MMHS, the Property and the Retained Property.

NOW, THEREFORE, for and in consideration of, and in reliance upon, the foregoing premises and the covenants and the promises herein expressed, the parties agree as follows:

1. A. Subject to the provisions of Paragraph 6, below, Bridgeport agrees to pay the sum of \$275,000.00 to TCFD as follows: (i) the sum of \$10,000.00 shall be due on or before

the date of this Agreement, (ii) the sum of \$45,000.00 shall be due upon the issuance of a certificate of occupancy for the MMHS by the Town of Trumbull (the "C.O. Date"), and (iii) the balance of \$220,000.00 shall be due in four (4) equal, annual installments of \$55,000.00 each, payable on the four next anniversaries of the C.O. Date.

B. Within sixty (60) days from the date of this Agreement TCFD and TVFC shall provide Bridgeport with a list of needed equipment to be used for the provision of fire services. Bridgeport agrees to purchase such equipment for and on behalf of TCFD in an amount not to exceed \$150,000.00, on or before six (6) months after issuance of a building permit by the Town of Trumbull for the MMHS.

C. For as long as the City of Bridgeport maintains operational responsibility, as defined in Paragraph 2.A, for the MMHS, the Property and the Retained Property, the MMHS, the Property and the Retained Property (including all structures and improvements thereon) shall not be subject to any fire tax levied by TCFD.

→ 2. A. Subject to the provisions of Paragraphs 6 and 8, below, Bridgeport agrees to provide all fire suppression and related fire service calls, both routine and emergency, to the MMHS, the Property and the Retained Property, without cost or expense to TCFD and TVFC. Without limiting the foregoing, Bridgeport personnel and equipment will be deployed, as first responder, to all fire and related public safety and hazardous materials situations arising in the MMHS, or on the Property and the Retained Property. Bridgeport shall have direction and control of any incident at the MMHS, the Property or the Retained Property.

B. The services performed by Bridgeport fire department personnel on the Property and the Retained Property and in the MMHS shall be for public and governmental purposes and such personnel and Bridgeport shall enjoy all authority and all immunities from liability enjoyed by the local government within its boundaries to the fullest extent such authority and immunities are either assignable or transcend municipal boundaries.

C. Bridgeport shall be liable for the defense, settlement and payment of third party claims that may arise out of the actions of its fire department personnel while performing fire suppression, related public safety and hazardous materials services in the MMHS, or on the Property and the Retained Property.

3. Nothing in this Intermunicipal Agreement is intended to (i) interfere with, preclude or alter the obligations of Bridgeport, TCFD and TVFC to each other pursuant to any mutual assistance compact or aid agreement to which Bridgeport, TCFD and TVFC are presently, or may become, parties, or (ii) alter, affect or diminish the general obligations and responsibilities of the Bridgeport Board of Education to operate and maintain the Property and the MMHS in a safe and appropriate condition. The City's responsibilities under this Intermunicipal Agreement shall be in addition to, and shall supplement, not supplant, the otherwise applicable obligations of a board of education under the General Statutes.

4. Bridgeport acknowledges that in accordance with the provisions of a separate agreement to be signed by and between Bridgeport and the Town of Trumbull for the provision

of police and emergency medical services, Bridgeport will agree to construct a ten inch (10") underground fire supply line on the Property, without cost or expense to the Town of Trumbull, TCFD or TVFC, in order to connect the public water supply system on Old Town Road with the public water supply system on Quarry Road for the purpose of (i) providing an alternative source of potable water, and (ii) increasing the existing volume of water available to Trumbull for fire fighting purposes west of Route 25. Nothing in this Agreement shall modify, amend or supplement the rights and obligations of either Bridgeport or the Town of Trumbull pursuant to said separate agreement.

5. Bridgeport shall, and it hereby does, indemnify and hold TCFD and TVFC harmless for any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' fees, experts' fees, expenses and disbursements), of any kind or nature whatsoever, known or unknown, contingent or otherwise (collectively, the "Liabilities"), which may at any time be asserted against, imposed upon, incurred by, or awarded against TCFD and TVFC provided the Liabilities are directly caused by, relate to, result from or arise out of the services performed by Bridgeport fire department personnel on the Property and Retained Property or in the MMHS. The foregoing indemnification shall not apply to Liabilities which are caused by, relate to, result from or arise out of any action or failure to act by personnel of TCFD and TVFC. TCFD and TVFC shall provide prompt written notice to Bridgeport of any claim, action or proceeding against it or them for which indemnification is sought pursuant to this paragraph and agree to cooperate fully with Bridgeport regarding the defense and disposition thereof. Bridgeport shall have the right to defend and/or settle any claim, action or proceeding entitled to indemnification hereunder in the name of TCFD and/or TVFC, as applicable, using counsel selected by Bridgeport. Bridgeport agrees to keep TCFD and TVFC informed of the status of any such claim, action or proceeding.

6. Except as may otherwise be set forth herein: (i) each of the rights and responsibilities of the parties pursuant to this Intermunicipal Agreement are subject to, and contingent upon, the issuance of a building permit for the MMHS by the Town of Trumbull, and (ii) the provisions of the Agreement shall be effective, without the need for further action by either party, upon the issuance of a building permit for the MMHS (the "Effective Date").

7. This Intermunicipal Agreement (i) shall be reviewed by the parties at least once every five (5) years after the Effective Date in order to assess its effectiveness, and (ii) may be modified or amended from time to time by the mutual agreement of the parties.

8. A. TCFD and TVFC may jointly (but not severally) withdraw from this Intermunicipal Agreement for any or no reason upon ninety (90) days prior written notice. Bridgeport may not withdraw from this Intermunicipal Agreement as long as the MMHS is being used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport. In the event the MMHS will no longer be used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport, Bridgeport shall promptly so notify TCFD and TVFC. in writing, which notice shall provide a date (which shall be at least 90 days after the date of such notice from Bridgeport) upon which the MMHS will be closed (the "Closure Date"). Unless otherwise shortened or extended in writing by the parties,

this Intermunicipal Agreement shall automatically terminate, without the need for further action by either party: (i) at midnight on the ninetieth (90) day after receipt by Bridgeport of written notice from TCFD and TVFC that they jointly withdraw from this Intermunicipal Agreement or (ii) at midnight on the thirtieth (30) day after the Closure Date as set forth in the notice from Bridgeport to Trumbull.

B. Upon the termination of this Intermunicipal Agreement in accordance with the provisions of paragraph 8 A, above, neither party shall thereafter have any further rights or obligations hereunder, except (i) that the obligation of Bridgeport to indemnify TCFD and TVFC for events occurring on or before the effective date of termination of this Intermunicipal Agreement pursuant to paragraph 5, above, shall survive such termination for a period of two (2) years, and; (ii) if Bridgeport withdraws from this Agreement, as outlined above, after receipt of a building permit for the MMHS from the Town of Trumbull but prior to (a) making complete payment of the \$275,000.00 as set forth in paragraph 1A, or (b) delivering the equipment to TCFD as set forth in paragraph 1B, then the equipment will be delivered and the unpaid balance owed will be paid to TCFD within thirty (30) days of the withdrawal. Upon termination by a party in accordance with the provisions of paragraph 8A above, TVFC and TCFD shall re-acquire operational responsibility for the MMHS, the Property, and the Retained Property. Absent termination by a party in accordance with the provisions of paragraph 8 A, above, this Intermunicipal Agreement shall remain in full force and effect.

*Added*

C. Notwithstanding anything in this Agreement to the contrary, Bridgeport's right to withdraw pursuant to Section 8A, above, shall be subject to the following conditions precedent: (i) Bridgeport shall have fully performed its obligations to TCFD and TVFC as set forth in Paragraphs 1A and 1B, above and (ii) Bridgeport shall simultaneously withdraw from the agreement with the Town of Trumbull for police and emergency medical services referenced in Paragraph 4, above. Any purported withdrawal by Bridgeport without complying with the provisions of this Paragraph 8C shall be null and void.

9. Any notice given pursuant to this Intermunicipal Agreement shall be in writing addressed as follows: (i) notice to Bridgeport shall be addressed to the Mayor of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604 with a copy to the Bridgeport Fire Chief, 30 Congress Street, Bridgeport, Connecticut 06604; (ii) notice to TCFD shall be addressed to the Chairman of the Board of Commissioners, 860 White Plains Road, Trumbull, Connecticut; and (iii) notice to TVFC shall be addressed to its Fire Chief, 860 White Plains Road, Trumbull, Connecticut.

10. COSTS OF ENFORCEMENT. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

11. ENTIRE AGREEMENT. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Intermunicipal Agreement to be executed by its chief elected official at Trumbull, Connecticut and Bridgeport, Connecticut on the dates set below.

CITY OF BRIDGEPORT

By:

\_\_\_\_\_  
William Finch  
Its Mayor  
Dated: February , 2011

TRUMBULL CENTER FIRE DISTRICT

By:

\_\_\_\_\_  
Patrick McCarty, Jr  
Its Chairman  
Dated: February , 2011

TRUMBULL VOLUNTEER FIRE CO.  
NO. 1, INC.

By:

\_\_\_\_\_  
Edward Gratrix  
Its Chief  
Dated: February , 2011

ITEM #31-10 EXHIBIT B  
(REF. # 152-09)

**INTERMUNICIPAL AGREEMENT**  
**FOR THE**  
**PROVISION OF POLICE**  
**AND EMERGENCY MEDICAL SERVICES**  
**TO THE**  
**FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL**

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 18 A 9:14  
ATTEST  
CITY CLERK

Agreement made by and between the City of Bridgeport ("Bridgeport"), a municipal corporation within the State of Connecticut with an address at 999 Broad Street, Bridgeport, Connecticut 06604 and the Town of Trumbull ("Trumbull"), a municipal corporation within the State of Connecticut with an address at 5866 Main Street, Trumbull, Connecticut 06611.

### WITNESSETH

WHEREAS, Bridgeport is proposing to acquire approximately thirty-five (35) acres of land (the "Property") situated in Trumbull owned by the State of Connecticut and previously used as a public park for the purpose of constructing and operating a state-of-the-art multi-magnet high school (the "MMHS") to meet the needs of area students from several communities, including, Bridgeport and Trumbull; and

WHEREAS, the MMHS is to be known as the Fairchild-Wheeler Memorial High School; and

WHEREAS, Bridgeport has applied to various state and municipal agencies for approval to construct the MMHS; and

WHEREAS, in the event Bridgeport does acquire the Property and construct the MMHS, it will also administer approximately 16 acres of land owned by the State of Connecticut adjacent to the Property (the "Retained Property") as a public park; and

WHEREAS, the Property and the Retained Property are more particularly bounded and described in Schedules A and B, attached hereto and made a party hereof; and

WHEREAS, both the Property and the Retained Property are more particularly shown and depicted in a certain map attached hereto as Schedule C and made a part hereof; and

WHEREAS, the parties enter into this Intermunicipal Agreement pursuant to the authority set forth in C.G.S. § 7-148cc.

NOW, THEREFORE, for and in consideration of, and in reliance upon, the foregoing premises and the covenants and promises herein expressed, the parties agree as follows:

1. Upon the issuance of a building permit for the MMHS by Trumbull, Bridgeport agrees to provide the following municipal services to the Property, the Retained Property and to the MMHS each without cost or expense to Trumbull:

(A) All police and emergency medical service calls, both routine and emergency, will be handled by police and emergency medical services personnel employed by Bridgeport as first responder. Without limiting the foregoing, Bridgeport police and emergency medical personnel and equipment will be deployed, as first responder, to all public safety and emergency medical and hazardous materials situations arising in the MMHS, or on the Property or the Retained Property. All arrests, custodial and non-custodial, on the Property or the Retained property shall be made by Bridgeport

law enforcement personnel. Subject only to the restrictions, if any, of Trumbull's collective bargaining agreements, Bridgeport law enforcement personnel will also provide traffic control on Old Town Road and on Quarry Road at the entrances to the MMHS, on an as needed basis, during peak times when students and faculty are arriving at, and departing, the MMHS.

(B) The services performed by Bridgeport police and emergency medical services personnel on the Property, the Retained Property and in the MMHS shall be for public and governmental purposes and such personnel and Bridgeport shall enjoy all authority and all immunities from liability enjoyed by the local government within its boundaries to the fullest extent such authority and immunities are assignable or transcend municipal boundaries.

(C) Bridgeport shall be liable for the defense, settlement and payment of third party claims that may arise out of the actions of its police and emergency medical services personnel while performing public safety and emergency medical services in the MMHS, or on the Property or the Retained Property.

(D) The parties acknowledge that Bridgeport is also providing fire suppression and related fire services, both routine and emergency, to the MMHS, the Property and the Retained Property in accordance with the provisions of a separate agreement by and between Bridgeport and the Trumbull Center Fire District ("TCFD") and the Trumbull Volunteer Fire Co. No. 1, Inc. ("TVFC"). Nothing in this Agreement shall modify, amend or supplement the rights and obligations of either Bridgeport, TCFD or TVFC pursuant to said separate agreement. In the event TCFD or TVFC should terminate said separate agreement, Bridgeport agrees to continue to provide fire services to the MMHS, the Property and the Retained Property for the duration of this Agreement subject to Trumbull providing Bridgeport with the legal authority and jurisdiction to provide such services.

2. (A) Subject to the provisions of Paragraph 7, below, Bridgeport agrees to pay the sum of \$1,000,000.00 to Trumbull as a PILOT payment to offset certain costs and expenses which are, and shall be, assumed by Trumbull, including, but not limited to, those described in Paragraph 3, below. Said PILOT payment shall be made in ten (10) equal annual installments of \$100,000.00 each commencing upon the issuance of a certificate of occupancy for the MMHS by Trumbull (the "C.O. Date") and on the next nine (9) anniversaries of the C.O. Date.

(B) During construction of the MMHS, Bridgeport agrees to mill and repave (1.5 inch overlay) approximately 1.6 miles of existing road way without cost or expense to Trumbull; i.e. all of Quarry Road and that portion of Old Town Road from the northern most frontage of the Property to the east side of the intersection of Old Town Road and Quarry Road. The milling and repaving of Quarry Road and Old Town Road shall be done at or about the same time as the final paving of the driveways and parking lot at the MMHS.

3. Trumbull's public works or parks departments shall not be required to perform or render any services to the Property, the Retained Property or for the MMHS other than normal municipal services and responsibility associated with the maintenance, upkeep and plowing of Quarry Road and Old Town Road, both public rights-of-way, adjoining the Property, in the ordinary course. Trumbull does have certain sanitary sewer interceptors on both the Property and the Retained Property, within existing easements, which would continue to be its sole responsibility and which are outside the scope of this Intermunicipal Agreement.

4. Nothing in this Intermunicipal Agreement is intended to (i) interfere with, preclude or alter the obligations of Bridgeport and Trumbull to each other pursuant to any mutual assistance compact or aid agreement for police and emergency medical services to which Bridgeport and Trumbull are presently parties, or (ii) alter, affect or diminish the general obligations and responsibilities of the Bridgeport Board of Education to operate and maintain the Property and the MMHS in a safe and appropriate condition. The City's responsibilities under this Intermunicipal Agreement shall be in addition to, and shall supplement, not supplant, the otherwise applicable obligations of a board of education under the General Statutes.

5. During construction of the MMHS, Bridgeport agrees to construct a ten inch (10") underground fire supply line on the Property, without cost or expense to Trumbull, in order to connect the public water supply system on Old Town Road with the public water supply system on Quarry Road for the purpose of (i) providing an alternative source of potable water, and (ii) increasing the existing volume of water available to Trumbull for fire fighting purposes west of Route 25. On or before the Effective Date (as hereinafter defined), the fire supply line from the MMHS to Old Town Road shall be dedicated to, and accepted by, Trumbull which will have the independent obligation to operate, maintain, repair and replace said fire supply line without cost or expense to Bridgeport. Bridgeport shall provide an appropriate easement in perpetuity to Trumbull for such purposes at the time the ownership of the fire supply line is given to Trumbull. Bridgeport acknowledges that said fire supply line is for the benefit of Trumbull, Bridgeport, the TCFD and the TVFC and that each of them shall have the right to use said fire supply line for its intended respective purposes.

6. Bridgeport shall and it hereby does indemnify and hold Trumbull harmless for any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' fees, experts' fees, expenses and disbursements), of any kind or nature whatsoever, known or unknown, contingent or otherwise (collectively, the "Liabilities"), which may at any time be asserted against, imposed upon, incurred by, or awarded against Trumbull provided the Liabilities are directly caused by, relate to, result from or arise out of: (i) the services performed by Bridgeport police and emergency medical personnel on the Property, the Retained Property or in the MMHS or (ii) the use of the Property, the Retained Property or the MMHS by Bridgeport including, without limitation, any action or failure to act by Bridgeport occurring after the earlier of the date(s): (i) Bridgeport acquires the Property, or (ii) any activity is conducted on the Property, the Retained Property or the MMHS by or on behalf of Bridgeport. The foregoing indemnification shall not apply to Liabilities which relate to, result from or arise out of any action or failure to act by Trumbull. Trumbull shall provide prompt written notice to Bridgeport of any claim, action or proceeding against it for which

indemnification is sought pursuant to this paragraph and agrees to cooperate fully with Bridgeport regarding the defense and disposition thereof. Bridgeport shall have the right to defend and/or settle any claim, action or proceeding entitled to indemnification hereunder in Trumbull's name using counsel selected by Bridgeport. Bridgeport agrees to keep Trumbull informed of the status of any such claim, action or proceeding.

7. Except as may otherwise be set forth herein, each of the rights and responsibilities of the parties pursuant to this Intermunicipal Agreement are subject to, and contingent upon, the issuance of a building permit for the MMHS by Trumbull. The provisions of the Agreement shall be effective, without the need for further action by either party, upon the issuance of a building permit for the MMHS (the "Effective Date").

8. This Intermunicipal Agreement (i) shall be reviewed by the parties at least once every five (5) years after the Effective Date in order to assess its effectiveness, and (ii) may be modified or amended from time to time by the mutual agreement of the parties.

9. A. Trumbull may withdraw from this Intermunicipal Agreement for any or no reason upon ninety (90) days prior written notice. Bridgeport may not withdraw from this Intermunicipal Agreement as long as the MMHS is being used as a multi-magnet high school by the Bridgeport Board of Education or Bridgeport. In the event the MMHS will no longer be used as a multi-magnet high school by the Bridgeport Board of Education, or Bridgeport, Bridgeport shall promptly so notify Trumbull in writing, which notice shall provide a date (which shall be at least 90 days after the date of such notice from Bridgeport) upon which the MMHS will be closed (the "Closure Date"). Unless otherwise shortened or extended in writing by the parties, this Intermunicipal Agreement shall automatically terminate, without the need for further action by either party: (i) at midnight on the ninetieth (90) day after receipt by Bridgeport of written notice from Trumbull that Trumbull withdraws from this Intermunicipal Agreement or (ii) at midnight on the thirtieth (30) day after the Closure Date as set forth in the notice from Bridgeport to Trumbull.

B. Upon the termination of this Intermunicipal Agreement in accordance with the provisions of paragraph 9A, above, neither party shall thereafter have any further rights or obligations hereunder, except as provided for in Paragraph 9C, below, and further that the obligation of Bridgeport to indemnify Trumbull for events occurring on or before the effective date of termination of this Intermunicipal Agreement pursuant to paragraph 6, above, shall survive such termination for a period of two (2) years. Absent termination by a party in accordance with the provisions of paragraph 9A, above, this Intermunicipal Agreement shall remain in full force and effect.

C. Notwithstanding anything in this Agreement to the contrary, Bridgeport's right to withdraw pursuant to Section 9A, above, shall be subject to the following conditions precedent: (i) Bridgeport shall have fully performed its obligations to Trumbull as set forth in Paragraph 2, above, and (ii) Bridgeport shall simultaneously withdraw from the agreement with TCFD and TVFC for fire services referenced in Paragraph 10, below. Any purported withdrawal by Bridgeport without complying with the provisions of this Paragraph 9C shall be null and void.

10. In the event the MMHS will no longer be used as a multi-magnet high school by the Bridgeport Board of Education or Bridgeport, neither the Property nor the MMHS may be disposed of in any manner to any third party or used for any purpose other than a multi-magnet high school unless Trumbull consents to said disposition and or use in writing. Any consensual disposition of less than all of the Property or MMHS as aforementioned shall relieve Bridgeport of its obligations hereunder to the extent of the disposition only. Further, in the event the MMHS will no longer be used as a multi-magnet high school, the Property, Retained Property, or MMHS may not be used for any other purpose by Bridgeport unless Trumbull consents to said use in writing. The foregoing notwithstanding, nothing in this Intermunicipal Agreement shall preclude the use of the Property, the Retained Property or the MMHS as a public park or require any permit or approval from Trumbull to use the Property, the Retained Property or the MMHS as a public park.

11. This Intermunicipal Agreement shall be binding upon the successors and assigns of the parties hereto.

12. Any notice given pursuant to this Intermunicipal Agreement shall be in writing addressed to the chief elected official of the municipality receiving the notice with copies to the chiefs of that municipality's police and emergency medical services departments.

13. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

14. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Intermunicipal Agreement to be executed by its chief elected official at Trumbull, Connecticut and Bridgeport, Connecticut on the dates set forth below.

CITY OF BRIDGEPORT

By:

\_\_\_\_\_  
William Finch

Its Mayor

Dated: \_\_\_\_\_

TOWN OF TRUMBULL

By:

\_\_\_\_\_  
Timothy M. Herbst

Its First Selectman

Dated: \_\_\_\_\_

**\*10-10 Consent Calendar**

Agreement with Anthem Health Plans to Provide Medicare Advantage Health Plan to covered Medicare-eligible retirees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2011.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: February 22, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

*City Clerk*

Approved \_\_\_\_\_

*Mayor*

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**\*10-10 Consent Calendar**

**RESOLVED**, That the attached Agreement between the City of Bridgeport and Anthem Health Plans, to provide Medicare Advantage Health Plan to covered Medicare-eligible retirees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2011, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
Richard M. Paoletto, Jr., Co-chair

\_\_\_\_\_  
Carlos Silva, Co-chair

*Michelle A. Lyons*  
\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Martin C. McCarthy

*Howard Austin, Sr.*  
\_\_\_\_\_  
Howard Austin, Sr.

\_\_\_\_\_  
Robert P. Curwen, Sr.

\_\_\_\_\_  
James Holloway

*Thomas McCarthy*  
\_\_\_\_\_  
Thomas McCarthy, President  
(Added to Make Quorum)

## Group Agreement

This Anthem Medicare Preferred (PPO) Medicare Advantage Group Agreement (hereinafter "Agreement") is entered into this 1st day of January 2011 (hereinafter "Effective Date") by and between City of Bridgeport and Bridgeport Board of Education (BOE) (hereinafter "Group"), located at 45 Lyon Terrace, Bridgeport, CT 06604-4023 and Anthem Health Plans doing business as Anthem Blue Cross Blue Shield, sponsor of the Anthem Medicare Preferred PPO Medicare Advantage Program (hereinafter "MA Plan"), located at 145 South Pioneer Road; Fond du Lac, WI 54935 upon the following terms and conditions:

### ARTICLE 1 - PURPOSE

In consideration of the Group's application, payment of premiums and compliance with all covenants and provisions as set forth in this Agreement, MA Plan shall provide or cause to be provided coverage for health care benefits, as described in the Evidence of Coverage issued pursuant to this Agreement, to enrolled eligible Members. This Agreement shall supersede any and all prior agreements, agreements, or arrangements between the parties regarding the subject matter addressed herein.

### ARTICLE 2 - DEFINITIONS

For purposes of this Agreement and any addenda or schedules to this Agreement, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. Capitalized words and terms not defined below are defined in the Evidence of Coverage.

- A. **EVIDENCE OF COVERAGE.** The Evidence of Coverage and any endorsements or riders to the Evidence of Coverage shall define those services and benefits covered for Members as a consequence of this Agreement. The Evidence of Coverage also defines the rights and responsibilities of the Member and the MA Plan
- B. **AGREEMENT.** The following documents will constitute the entire Agreement between the parties: this Agreement, the Schedule of Benefits, and any addenda, endorsements, and schedules which are hereby incorporated by reference; the Evidence of Coverage and any riders thereto; the Group application; the individual applications and any reclassifications thereof submitted by Members of the Group; applicable MA Plan underwriting assumptions, MA Plan administrative practices and procedures of MA Plan as adopted and revised from time to time (hereinafter referred to collectively as "Policies").
- C. **AGREEMENT PERIOD.** The initial Agreement Period shall last for 12 months and shall begin on the effective date as listed in Addendum A and end January 1<sup>st</sup> at 12:01 am local time at the Group's address. The Group may renew the Agreement for additional 12-month periods upon the giving of 90-days' written

notice to MA Plan prior to the expiration of the then-current 12-month Agreement Period.

- D. **MEMBER.** A Medicare eligible retiree or eligible dependent who has applied for coverage and who has satisfied the eligibility conditions specified in this Agreement, and the Evidence of Coverage. Although Members are not parties to this Agreement, the information provided in their applications is used to determine eligibility for coverage and benefits.
- E. **COVERED SERVICE.** Any hospital, medical, prescription or other health care service rendered to Members for which benefits are provided pursuant to the Evidence of Coverage.
- F. **EFFECTIVE DATE.** This Agreement shall be effective at 12:01 a.m. on the Effective Date set forth above.
- G. **SUBSCRIBER.** A Medicare eligible retiree of the Group who is enrolled under this Agreement and is eligible to receive benefits under the terms and conditions of the Evidence of Coverage.
- H. **GRACE PERIOD.** Premium payment is due and payable on the 1st of the month. However, there is a thirty (30) day Grace Period. The payment amount must equal the "TOTAL DUE" amount shown on the billing cover sheet, less any payment previously remitted but not reflected on the current billing statement. Once the Group exceeds their Grace Period and enters into a delinquency process they must pay 100% of the "TOTAL DUE" to avoid termination.

### ARTICLE 3 - ELIGIBILITY AND ENROLLMENT

- A. **Eligibility.** Members eligible to be covered under this Agreement shall be as specified in this Agreement, the Evidence of Coverage and MA Plan Policies.
- B. **Initial enrollment of Members.** Those individuals initially enrolled shall be eligible Members who shall have timely filed an application for enrollment for such Members and their eligible dependents and who have satisfied MA Plan's Policies. Upon acceptance of such application by MA Plan and CMS, or modification thereof, and payment of the applicable premiums, such Members and dependents shall become enrolled under this Agreement for the type of coverage elected in such application on the Effective Date.

The premium rates calculated for the Group are as provided in Addendum A and are based upon the accuracy of the eligibility data submitted by Members. MA Plan reserves the right to review such rates upon receipt of all individual applications

from Members and to modify the rates within thirty (30) days of MA Plan's acceptance of the Member's Application, if the enrollment information so warrants.

C. Addition of New, Transferred and Newly Eligible Members. The Group shall have the opportunity to submit applications to add new, transferred and newly eligible Members to the group of Members initially enrolled under this Agreement. However, before qualifying for enrollment, the new, transferred or newly eligible Member must meet all of the applicable eligibility requirements as set forth in the Evidence of Coverage, MA Plan Policies and this Agreement, and any subsequent modifications thereto. Addition of the Members and their eligible dependents shall be made in accordance with the following procedures:

1. Applications will be submitted on behalf of all new, transferred or newly eligible Members who wish to enroll at the time of retirement, transfer or eligibility. Applications shall specify the date of retirement and the date of eligibility for those who became eligible after the initial enrollment date.
2. The effective date of coverage for any such additional Member whose application is accepted by MA Plan shall be in accordance with MA Plan's Policies and the Evidence of Coverage, and the Centers for Medicare & Medicaid Services (hereinafter CMS) regulations in effect at the time the Member's application is approved.
3. At any time applications may be submitted to MA Plan by eligible Members who are enrolled in another benefit plan or alternate delivery system offered by the Group.
4. Members transferred or residing within the MA Plan's Service Area may apply to enroll for benefits under this Agreement.

D. Commencement of Coverage. Coverage hereunder for Subscribers and their eligible dependents that are enrolled on or before the Effective Date of this Agreement shall commence as of such Effective Date, subject to the provisions of the Evidence of Coverage. Thereafter, coverage for any eligible Member who makes a timely application for enrollment for himself and a separate application for his eligible dependents shall begin on the date determined in accordance with MA Plan Policies and Medicare Advantage regulations.

E. Monthly Eligibility Notice and Other Reports. The Group shall furnish to MA Plan initial information regarding Members and shall thereafter furnish a monthly notice of additions, deletions, and changes to this listing on or prior to the billing date. The Group shall keep such records and furnish to MA Plan such notification and other information as may be required by MA Plan for the purpose of enrolling Members, processing terminations, effecting changes in agreement status, effecting changes due to a Member becoming eligible for Medicare, effecting changes due to a

Member becoming disabled, determining the amount payable by the Group under this Agreement, or for any other purpose reasonably related to the administration of this Agreement.

MA Plan reserves the right to limit retroactive changes to enrollment to a maximum of thirty (30) days from the date notice is received except for terminations. Acceptance of payments from the Group or the payment of benefits to persons no longer eligible will not obligate MA Plan to provide benefits.

- F. Termination of coverage. A Member who is determined by the Group to be ineligible for benefits shall be reported on the monthly listing as a deletion from the listing of Members. Upon the Group's direction to MA Plan, the coverage of such Member shall terminate after providing notice to such Member in accordance with the MA Plan Policies, the Evidence of Coverage and the Medicare Advantage regulations.

The Group shall give MA Plan reasonable advance notice of any Member terminations in order to enable MA Plan to remove the Member from MA Plan's list of Members. Further, if MA Plan has provided benefits for persons no longer eligible because MA Plan did not receive timely notification of termination, then the Group shall reimburse MA Plan for all unrecovered claim amounts paid.

Retroactive disenrollment is not allowed except in specific situations approved by CMS. CMS may approve a retroactive disenrollment of a Member if there are unusual facts or situations meeting all of the following criteria:

- a. The Member alleges not having understood that he/she was enrolling into a lock-in Medicare Advantage Plan. A written statement signed by the Member is required.
- b. The Member has not used plan services.
- c. There are other indications that the Member did not understand the lock-in provision.

Retroactive disenrollment must be submitted to the MA Plan, so that the MA Plan can submit the retroactive disenrollment request to CMS. The Group shall be responsible for providing MA Plan with applicable data or information required to substantiate MA Plan's request for retroactive disenrollment.

- G. COBRA continuation Coverage. To the extent that the continuation coverage requirements of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") or any other applicable state law apply to MA Plan, MA Plan shall allow continued coverage under this Agreement only for those qualified beneficiaries under COBRA or such state law who have been timely notified of their continuation rights and have timely elected and paid for the

continued coverage, and only to the extent required by COBRA or applicable state law. It is further understood and agreed that any notice, collection of premium, or communication regarding continuation of coverage shall be the responsibility of the Employer and not MA Plan.

#### ARTICLE 4 - OBLIGATIONS OF MAPLAN

- A. MA Plan shall provide health care benefits to Members who receive Covered Services under the terms of this Agreement and the Evidence of Coverage. However, in no event will MA Plan provide benefits for services rendered prior to the Effective Date or after the termination of this Agreement or for any period for which full premium payment has not been paid to MA Plan, except as provided in the Evidence of Coverage and applicable Medicare Advantage regulations.
- B. MA Plan shall furnish an identification card and Evidence of Coverage for each Member enrolled in the applicable plans covered by this Agreement.
- C. MA Plan shall furnish appropriate application forms and related material necessary and appropriate for the enrollment of Members and shall provide such assistance as may reasonably be necessary to the Group for enrollment purposes. MA Plan shall maintain current eligibility status records on all Members as submitted by the Group for the adjudication of claims.
- D. MA Plan shall use ordinary and reasonable care in the performance of its duties under this Agreement. MA Plan agrees to indemnify the Group and hold it, its elected and appointed officials, officers, department heads, agents and employees harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which the Group may become liable or which the Group may incur in consequence of any gross negligence or fraudulent or criminal act or omission of MA Plan, its officers or employees, but MA Plan shall not be liable to the Group for any mistake of judgment, errors made in performing administrative functions under this Agreement or other actions taken in good faith that do not result from any such gross negligence or fraudulent or criminal act or omission. MA Plan's liability hereunder shall be limited to actual direct damages suffered by Group but shall not include indirect, consequential, punitive or exemplary damages. This indemnification shall survive the termination of this Agreement.
- E. MA Plan may employ or subcontract with any person and may delegate thereto any and all of its responsibilities under this Agreement without the consent of the Group.

#### ARTICLE 5 - OBLIGATIONS OF GROUP

- A. Premium payments shall be due and payable in full and in advance by the Group for each Member in the amounts and at the time specified in Addendum A to this Agreement or in subsequent modifications thereto. MA Plan shall not have any obligation to accept partial premium payment. The Group shall make such payments regardless of whether Group has made arrangements to receive from, or otherwise charge to, its subscribers all or any part of such amounts, or MA Plan has not sent an invoice to the Group. The Group shall have the responsibility for collecting and remitting payments to MA Plan as they come due, even if the Group has not received premiums from Members or a premium bill from the MA Plan. MA Plan shall not assume any liability for Members enrolled hereunder by reason of any delay or failure of the Group to remit applicable payments.
- B. If more than one Medicare Advantage plan is offered to Members, then Group shall offer MA Plan coverage to all eligible Members on terms no less favorable with respect to Group's contribution than those applicable to any other health coverage available through the Group.
- C. The Group will timely provide MA Plan with any information as may reasonably be required by MA Plan for the purposes of determining eligibility for coverage, enrolling and disenrolling Members, determining the amount of premium payable by the Group or any other purpose reasonably related to the administration of this Agreement. The Group will give notification of eligibility to each Member who is or will become eligible for enrollment, and will collect and submit to MA Plan an application for each Member desiring to enroll.
- D. The Group will promptly, but no less frequently than monthly, forward to MA Plan all applications, notices or other writings delivered to the Group from Members and Subscribers pursuant to this Agreement.
- E. The Group or its designated Plan Administrator shall retain fiduciary responsibility for compliance with any and all applicable federal, state and local laws and regulations. This includes, but is not limited to, the provisions and documentation to be delivered to Members as required by COBRA and as required by other provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").
- F. The Group will timely distribute to Subscribers any notices or information relating to this Agreement that may be addressed or directed to the Members enrolled under this Agreement, including but not limited to, notices of premium changes and termination of this Agreement. When applicable, the Group will also timely distribute to Members the identification cards and Evidence of Coverage.
- G. The Group shall defend, indemnify, and hold harmless MA Plan and its affiliates and their respective directors, officers and employees (the "Indemnitees") from and against all claims, demands, losses, liabilities, expenses and damages which the

Indemnitees may suffer or incur (other than liability arising from MA Plan's negligence or willful misconduct), as a result of the Group's breach of fiduciary responsibilities with regard to the benefit plan under which these benefits are provided, its failure to comply with local, state or federal law or to fulfill its obligations under this Agreement. This indemnification shall survive termination of this Agreement. "Negligence" as it pertains to MA Plan means MA Plan's failure to perform its obligations under this Agreement using the same skill and care under the circumstances then prevailing that a reasonably prudent MA Plan acting in a like capacity and familiar with such methods would use in conducting its business and providing services." The Group's liability hereunder shall be limited to actual direct damages suffered by MA Plan but shall not include indirect, consequential, punitive or exemplary damages.

H. Group hereby acknowledges, agrees and certifies its compliance with the following requirements as they relate Group's MA Plan(s).

1. Premium – Group hereby agrees and certifies, as to waiver premium, that:

Different amounts can be subsidized for different classes of Members in an MA Plan, provided such classes are reasonable and based upon objective business criteria (i.e., years of service, business location, job category, nature of compensation). Accordingly, Group hereby certifies that such classes (if any) are reasonable and based upon objective business criteria.

The premium within a given class does not vary by Member.

Members are not charged more than the premium an individual would pay if they purchased the applicable MA Plan individually (i.e., Members are not charged more than 100% of the premium for the standard coverage plus any supplemental coverage added by the group; thereby, passing along to the Member the CMS subsidy payment).

The foregoing certifications shall be based upon Group's best knowledge, information, and belief at the time such information is submitted or provided. To the extent any material information is discovered or changes occur after such certification that impact the accuracy, completeness and/or truthfulness of such certifications or data, Group agrees to make MA Plan immediately aware of such change or discovery.

#### ARTICLE 6 - NOTICES

- A. Any notice or demand under this Agreement shall be deemed sufficient for all purposes hereof when made in writing as follows: to a Member, by first class mail to his residential address as last shown on current records of MA Plan or to a Member "in care of" the Group; to the Group, by first class mail, personal delivery, or electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of MA Plan; to MA Plan by first class mail, personal delivery, or electronic mail, or overnight delivery with confirmation capability, to the Director of Medicare Advantage Group Operations at Senior Services, P.O. Box 110, Fond du Lac, WI 54936
- B. A notice or demand shall be deemed to have been given as of the date of mailing or, in the case of personal delivery, as of the date it is placed into the hands of any agent, officer, or employee of the person or party to whom such notice or demand is directed. For purposes of this paragraph, MA Plan shall not be deemed to be an agent of the Group nor shall the Group be deemed an agent of MA Plan.
- C. The Group shall act as the agent of Members to receive all notices and shall notify the Members affected. It shall also be the responsibility of the Group to notify all Members of the termination of the Agreement. In the case of either changes in or termination of the Agreement, notice to the Group shall be deemed to constitute notice to all Members in order to effectuate any change in or termination of the Agreement or coverage under the Evidence of Coverage; however, MA Plan reserves the right to provide such notice if it deems it appropriate.

#### ARTICLE 7 - CHANGES IN THE AGREEMENT

- A. MA Plan reserves the right to change the benefit provisions effective January 1st, and the terms and conditions thereof, provided for under this Agreement by giving written notice to the Group not less than ninety (90) days prior to the effective date of such change; however, such notice requirement shall not apply to changes in benefits provisions that are required by state or federal law. The Group shall give MA Plan at least forty-five (45) days advance written notice of the proposed effective date of any Group request to change benefits provisions under this Agreement.
- B. MA Plan also reserves the right to change the premium rates by giving written notice to the Group not less than ninety (90) days prior to the effective date of such change; however, such notice requirement shall not apply to changes in premium rates which are the results of changes in benefits provisions that are required by CMS or federal law.
- C. If any change to the benefits or the payment amounts is unacceptable to the Group, the Group shall have the right to terminate coverage under this Agreement by giving written notice of termination to MA Plan before the effective date of the change.

- D. No waiver, modification or change in any provision of this Agreement, including but not limited to changes at renewal, shall be effective unless and until approved in writing by an officer of MA Plan and evidenced by an endorsement attached to this Agreement.

#### ARTICLE 8 - TERMINATION AND/OR SUSPENSION OF PERFORMANCE

- A. The Group may terminate this Agreement, without cause by giving written notice of termination to MA Plan at least sixty (60) days before the effective date of termination. If this Agreement is terminated, the Group shall be liable for all premiums due to MA Plan up to the date of termination. Unless timely notice of termination is given, this Agreement shall be automatically renewed on each anniversary date upon the payment and acceptance of premium.
- B. Notwithstanding any other provision of this Article, if the Group fails to make in full any payment when due under this Agreement, MA Plan shall have the right, in its sole discretion, to terminate this Agreement, with 60-days' advance written notice. Notwithstanding such termination or suspension, MA Plan, in its sole discretion, may accept late payment of delinquent amounts and, upon acceptance, this Agreement may be reinstated effective retroactively to the last date for which full premium payment was made. Any such acceptance of a delinquent payment by MA Plan shall not be deemed a waiver of this provision for termination of this Agreement in the event of any future failure of the Group to make timely payment of any amounts due under this Agreement. Delivery of payment to MA Plan or MA Plan's receipt and negotiation of a tendered payment through its automatic deposit procedures shall not be deemed acceptance or a waiver of such termination. Upon termination of the Agreement as provided in this paragraph, MA Plan shall only have liability to make payment for Covered Services through the last date for which full premium payment has been paid by the Group.
- C. Notwithstanding any other provision of this Agreement, if the Group engages in fraudulent conduct, misrepresentation, or non-compliance with contribution or participation requirements, MA Plan shall have the right to rescind, cancel, or terminate this Agreement. The Group shall be liable to MA Plan for any and all payments made and losses or damages sustained by MA Plan arising as a result of such Group conduct. In the event the Group has failed to comply with MA Plan's contribution or participation requirements, MA Plan may terminate this Agreement upon thirty (30) days advance written notice.
- D. If there shall occur any change in the condition (financial or otherwise) of the Group that, in the reasonable opinion of MA Plan, has a material adverse effect upon the validity, performance, or enforceability of this Agreement, on the financial condition or business operation of the Group, or on the ability of the Group to fulfill its obligations under this Agreement, then MA Plan shall have the right to terminate this Agreement or to require the Group to provide adequate assurance of future performance which assurance may at MA Plan's sole option include payment of a

deposit. Examples of such a change could include but would not be limited to: voluntary or involuntary insolvency or bankruptcy proceedings under Title 11 of the United States Code, the sale of all or substantially all of the Group's assets, or a change in control of the Group's management or operations. Group's Comment.

In the event such further assurance is required by MA Plan as provided herein, MA Plan may, at any time after the date of notice to the Group of such requirement, suspend its performance of its obligations under this Agreement until the date of receipt by MA Plan of such adequate assurance without being liable to the Group for such suspension. In the event such adequate assurance is not received within a reasonable period of time, as determined by MA Plan, MA Plan may terminate this Agreement.

- E. In the event MA Plan decides, in its sole discretion to discontinue offering a particular Medicare Advantage product, MA Plan has the right to terminate such product as permitted by federal and state law, by giving written notice of termination to Group at least ninety (90) days before the effective date of termination of the discontinued product.
- F. If a voluntary or involuntary insolvency or bankruptcy petition under Title 11 of The United States Code is filed by or against the Group, then within twenty (20) days of the petition date the Group shall file in the bankruptcy court a motion for authority to assume or reject this Agreement effective in either case as of the date the motion is filed. MA Plan shall have no obligation to pay any claims under this Agreement unless and until all pre-petition and all post-petition premiums have been and are paid in full when due.
- G. In addition to the provisions of paragraphs (A) through (F) of this Article, upon termination of this Agreement, MA Plan shall cease to have any liability for benefits incurred after the effective date of termination (except as otherwise provided in the Evidence of Coverage) and shall have no liability to offer continuation or conversion coverage to Members under the terminated Agreement, unless required by law.

#### ARTICLE 9 - CLAIMS PAID AFTER EFFECTIVE DATE OF TERMINATION

In the event that the (1) Group terminates this Agreement without giving appropriate notice to MA Plan as provided herein or (2) the Agreement is terminated pursuant to Article 8(B) or (C) herein or (3) a Member is no longer eligible for coverage and has been terminated from the coverage, and, after the effective date of termination MA Plan (or its subcontracted vendors) makes payment of any claims which would otherwise have been payable under the terms of this Agreement but for the fact that the claims were incurred after the effective date of termination, the Group shall be liable to reimburse MA Plan for all unrecovered claim amounts paid.

#### ARTICLE 10 - LIABILITY

MA Plan does not undertake to furnish any health care services but shall pay for such services furnished to Members as provided and limited by this Agreement, including the Evidence of Coverage issued hereunder. Nothing contained in this Agreement shall confer upon the Group or Members any right or cause of action either at law or in equity, against MA Plan for acts or omissions of any hospital or other health care providers from which any Members receive service.

#### ARTICLE 11 - TERMINATION OF COVERED PERSONS

MA Plan reserves the right to cancel or rescind any health care benefits provided hereunder to any Member who engages in misrepresentation and/or fraudulent conduct, as determined by MA Plan, in relation to any claims made for coverage or any application for coverage under this Agreement. In addition, MA Plan reserves the right to cancel or terminate coverage provided hereunder to any Member in accordance with cancellation and termination provisions in their Evidence of Coverage.

#### ARTICLE 12 - DATA REPORTS

In the event the Group shall request from MA Plan information records or data reports (and if MA Plan in its sole discretion agrees to provide such reports) which, in MA Plan's opinion, differ substantially in substance or form from information records or data reports prepared by MA Plan in the ordinary course of business, MA Plan shall be entitled to fix a reasonable charge for provision of such reports and such charge shall be payable at a mutually agreeable time.

#### ARTICLE 13 - AGREEMENT INTERPRETATION

All statements contained in applications, in the absence of fraud, made by the Group or any Member shall be deemed representations and not warranties, and no such statement, in the absence of fraud, shall void the coverage provided hereunder or reduce any benefits unless contained in a written application which becomes a part of this Agreement. No waiver, modification or change in any provision of this Agreement, including but not limited to changes at renewal, shall be effective unless and until approved in writing by an officer of MA Plan and evidenced by an endorsement attached to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of Connecticut and all applicable federal laws. The rights and remedies provided for herein are cumulative and are in addition to, and not exclusive of, any other rights or remedies available, by law or otherwise.

#### ARTICLE 14 - PROOF OF SERVICE

Any notice or written proof of service required in the Evidence of Coverage must be furnished to MA Plan within the time and in the manner specified therein. Failure to give any required notice or to furnish such proof within the time required shall not invalidate or

reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

#### ARTICLE 15 - LIMITATION ON ACTIONS

No action at law or in equity shall be brought to recover for any claims for any services covered under this Agreement unless the required notice or proof has been given to MA Plan within the time required and unless such action is commenced no earlier than sixty (60) days and not later than three (3) years after the date of the giving of the required notice or furnishing the required proof.

#### ARTICLE 16 - NO WAIVER

- A. The failure of either party to enforce or insist upon compliance with any provision of this Agreement shall not be construed as or constitute a waiver of the right to enforce or insist upon compliance with such provision in the future.
- B. No failure or delay by MA Plan to exercise any right or to enforce any obligation herein, and no course of dealing between the Group and MA Plan, shall operate as a waiver thereof. No single or partial exercise of any right or failure to enforce any obligation hereunder shall preclude any other or further exercise thereof or the right to exercise any other right or enforce any other obligation. No notice or demand on the Group in any case will entitle the Group to any other or further notice or demand in other circumstances, or constitute a waiver of MA Plan's right to any other or further action in any circumstance without notice or demand.

#### ARTICLE 17 - SEVERABILITY

In the event that any provision of this Agreement or the applicability thereof to any person or circumstance is held invalid by competent judiciary or regulatory authority, it shall not affect the validity or enforceability of any other provision of this Agreement.

#### ARTICLE 18 - ASSIGNMENT

Unless it has first obtained the written consent of an officer of the other party, neither party may assign this Agreement or any of its rights or obligations under this Agreement to any other person. MA Plan may, however, without the consent of or notice to the Group, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) another qualified insurance company under an assumption reinsurance arrangement; (ii) any Affiliate of MA Plan; or (iii) any entity surviving a transaction involving the merger, consolidation, or reorganization of MA Plan, or in which all or substantially all of MA Plan's assets are sold. For purposes of the foregoing, "Affiliate" shall mean an entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with MA Plan, and "Control" shall mean having the power to vote a majority of the voting securities of the

entity. Any assignee of rights or benefits under this Agreement shall be subject to all of the terms and provisions of this Agreement. MA Plan may subcontract any of its duties under this Agreement without the prior written consent of the Group.

#### ARTICLE 19 - SERVICE MARKS

The Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Agreement constitutes a Agreement solely between the Group and MA Plan, that MA Plan is an independent corporation operating under a license with the Blue Cross and Blue Shield Association ("Association"), an association of independent Blue Cross and Blue Shield Plans, permitting MA Plan to use the Blue Cross and Blue Shield Service Marks in Connecticut and that MA Plan is not contracting as the agent of the Association. The Group further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than MA Plan and that no person, entity, or organization other than MA Plan shall be held accountable or liable to it for any of MA Plan's obligations to the Group created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of MA Plan other than those obligations created under other provisions of this Agreement.

#### ARTICLE 20 - COORDINATION OF BENEFITS WITH OTHER BENEFITS

##### A. General.

1. This coordination of benefits ("COB") provision applies when a Member has health care coverage under more than one plan. For purposes of this provision, "Plan" and "This Plan" are defined below.
2. If this COB provision applies, the parties should look first at the order of benefit determination rules. Those rules determine whether the benefits of this Plan are determined before or after those of another Plan. The benefits of This Plan:
  - a) Shall not be reduced when, under the Order of Benefit Determination Rules, This Plan determines its benefits before another Plan; but
  - b) May be reduced when, under the Order of Benefits Determination Rules, another Plan determines its benefits first. The above reduction is described in Section (D) "Effect on the Benefits of This Plan."

##### B. Definitions. Notwithstanding any other provision or definition in this Agreement, for purposes of this Article 20:

1. "Plan" - includes any of the following which provides benefits or services for, or because of, medical or dental care or treatment:
  - a) Individual insurance, group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
  - b) Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grant to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).
  - c) "Plan" does not include school accident-type coverage or some supplemental sickness and accident policies.

Each Agreement or other arrangement for coverage under (a) or (b) is a separate plan. If an arrangement has two parts and COB rules apply only to one of the two, each part is a separate plan.

2. "This Plan" - the part of this group Agreement that provides benefits for health care or prescription expenses.
3. "Primary Plan/Secondary Plan" - the Order of Benefit Determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person.

When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits.

When there are more than two Plans covering the person, This Plan may be Primary Plan as to one or more other Plans and may be Secondary Plan as to a different Plan or Plans.

4. "Allowable Expense" - means a necessary and reasonable item of expense for health care or prescription drugs, as determined by This Plan, when the item of expense is covered by This Plan. However, This Plan is not required to pay for an item, service, or benefit which is not a part of This Plan's Agreement.

When a Plan provides benefits in the form of services, the reasonable cash value, as determined by This Plan, of each service rendered will be considered both an Allowable Expense and a benefit paid.

C. Order of Benefit Determination Rules.

1. When there is a basis for a claim under This Plan and another Plan, This Plan and the other Plan payment order shall be determined in accordance with the applicable Medicare Secondary Payer statute (42 U.S.C. 1395y(b), applicable amendments and implementing regulations). Specifically, This Plan shall be treated as if it were Original Medicare for purposes of determining payment order and the other Plan's benefits shall be coordinated in accordance with Medicare Secondary Payer requirements.

D. Effect on the Benefits of This Plan.

1. This section applies when, in accordance with Section (C) "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other Plans. In that event, the benefits of This Plan may be reduced under this section. Such other Plan or Plans are referred to as "the other Plans" in (2) below.
2. Reduction in This Plan's benefits. The benefits of This Plan will be reduced to the extent that the sum of:
  - a) The benefits that would be payable for the allowable expense under This Plan in the absence of this COB provision; and
  - b) The benefits that would be payable for the allowable expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those allowable expenses.

E. Right to Receive and Release Needed Information. Certain facts are needed to apply these COB rules. MA Plan has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. MA Plan need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give MA Plan any facts it needs to pay the claim.

F. Facility of Payment. A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, MA Plan may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. MA Plan will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

G. Right to Recovery. If the amount of the payments made by MA Plan is more than it should have paid under this COB provision, it may recover the excess from one or more of the following:

1. The persons it has paid or for whom it has paid;
2. Another Plan; or
3. The provider of service.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

#### ARTICLE 21 - AGREEMENT ADMINISTRATION

- A. MA Plan shall have all the powers necessary and appropriate to enable it to carry out its duties in connection with the operation and administration of this Agreement. This includes, without limitation, the discretion to construe the terms and conditions of the benefits to be provided pursuant to this Agreement and the Evidence of Coverage, to determine all questions arising under the Evidence of Coverage, and to make, establish and amend rules, regulations, and procedures with regard to the interpretation and administration of this Agreement and the Evidence of Coverage. MA Plan shall have discretion to determine an individual's eligibility for benefits and to construe the terms and conditions of the benefits to be provided pursuant to this Agreement and the Evidence of Coverage. MA Plan's construction of the Agreement and Evidence of Coverage provisions shall be binding upon the Group and Members except when such construction is arbitrary and capricious.
- B. Notwithstanding any other terms of this Agreement, MA Plan shall have the authority to waive or modify any referral, authorization, certification requirement or other process contained in the Evidence of Coverage if, in the sole discretion of MA Plan, such requirement is not efficiently or effectively managing the cost of care under the Agreement.
- C. Notwithstanding any other terms of this Agreement, MA Plan shall have the authority, in its sole discretion, to institute or terminate from time to time, pilot or test programs regarding disease management or wellness initiatives which may result in the payment of benefits not otherwise specified in the Evidence of Coverage. MA Plan reserves the right to discontinue a pilot or test program at any time. MA Plan shall provide thirty (30) days advance written notice to Group of the initiation or discontinuance of any such program.
- D. No failure or delay by MA Plan to exercise any right or to enforce any obligation herein, and no course of dealing between the Group and MA Plan, shall operate as a waiver thereof. No single or partial exercise of any right or failure to enforce any

obligation hereunder shall preclude any other or further exercise thereof or the right to exercise any other right or enforce any other obligation. No notice to or demand on the Group in any case will entitle the Group to any other or further notice or demand in other circumstances, or constitute a waiver of MA Plan's right to any other or further action in any circumstances without notice or demand.

- E. Disputed claims and any questions which may arise with respect to administration of the benefits hereunder shall be submitted by the Group to MA Plan. MA Plan shall retain the ultimate authority and responsibility for resolving appeals from claims adjudications.

#### ARTICLE 22 - RELATIONSHIP OF THE PARTIES

- A. The Group and MA Plan are separate legal entities. Nothing contained in this Agreement shall be deemed to constitute them as partners, or employees, agents or representatives of the other, nor shall either party have the expressed or implied right or authority to assume or create any obligation on behalf of or in the name of the other party through its actions, omissions, or representations.
- B. The Group is not responsible for the services and benefits of MA Plan, but is simply agreeing that its eligible Members have the option of enrolling in the health care services program offered by MA Plan. In holding itself out to provide services under this Agreement, MA Plan does not act as an agent for, or for the benefit of, the Group.
- C. The Group understands that MA Plan is obligated to provide benefits for a Member only so long as it receives from the Group the appropriate premium.
- D. The Group agrees not to impede any Member from performing his or her obligations under the Evidence of Coverage and to assist Members in performing their obligations to the extent consistent with this Agreement.

#### ARTICLE 23 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- A. For purposes of this Article, the following definitions have the same meaning as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"):
  - 1. "Group Health Plan" as defined at 45 CFR Part 160, Sec. 160.103.
  - 2. "Individual" as defined at 45 CFR Part 164, Sec. 164.501.
  - 3. "Individually Identifiable Health Information" as defined at 45 CFR Part 164, Sec. 164.501.

4. "Protected Health Information" as defined at 45 CFR Part 164, Sec. 164.501.
  5. "Required by law" as defined at 45 CFR Part 164, Sec. 164.501.
  6. "Summary Health Information" as defined at 45 CFR Part 164, Sec. 164.504(a)
- B. Standard Transactions and Code Sets. In the event Group Health Plan submits Claims or eligibility inquiries or any other HIPAA Covered Transaction to MA Plan through electronic means on or after October 16, 2002, Group Health Plan and MA Plan shall comply with all applicable requirements of HIPAA and Group Health Plan and MA Plan shall require any of their respective agents or subcontractors to comply with all applicable requirements of HIPAA.

Group Health Plan further agrees to comply with any guidelines or requirements adopted by ASA consistent with the requirements of HIPAA and any regulations promulgated there under. MA Plan, in its sole discretion, may also apply the HIPAA requirements to non-electronic transactions.

C. Disclosing Information to Group

1. Sharing Summary Health Plan Information With Group. Group Health Plan and/or MA Plan may disclose Summary Health Information to Group if Group requests Summary Health Information for purposes of obtaining premium bids from health insurers, HMOs or other third party payers under the Group Health Plan; or modifying, amending or terminating the Group Health Plan.
2. Sharing PHI with Group. Group Health Plan and/or MA Plan may disclose PHI to Group to enable Group to carry out plan administration functions only upon receipt of a certification from Group that:
  - a. Plan documents include all of the requirements set forth in 45 CFR Part 164, Sec. 164.504(f)(2)(i), (ii) and (iii);
  - b. It has provided notice to those individuals about whom the PHI relates that meets the requirements of 45 CFR Part 164, Sec. 164.520(B)(1)(iii)(C);
  - c. It has obtained the appropriate release for disclosure of the PHI as required under applicable federal and state law; and
  - d. That such PHI will not be used for the purpose of employment-related actions or decisions or in connection with any other benefit or member benefit plan of the Group.

## ARTICLE 24 - MISCELLANEOUS

- A. MA Plan, as claims administrator, assumes only those responsibilities that are expressly agreed to herein. Further, nothing contained herein shall be deemed to constitute MA Plan as an agent for service of legal process or as Plan Administrator for purposes of ERISA.
- B. The headings to the sections and subsections of this Agreement shall be disregarded in its interpretation.
- C. The Group shall be deemed to act as the remitting agent of Members and not of MA Plan.
- D. MA Plan shall have authority to pursue recovery of benefits provided on behalf of Members under this Agreement. Such authority includes subrogation recoveries, as well as other available recoveries or refunds. MA Plan shall have authority to establish recovery policies, determine which recoveries are to be pursued, and compromise recovery amounts. MA Plan will not pursue recoveries for overpayments if the cost of collection would exceed the overpayment amount. If MA Plan would recover the overpayment amount through an automatic recoupment mechanism, MA Plan will not pursue such recovery if the overpayment was in the amount of ten dollars (\$10.00) or less. If MA Plan would recover the overpayment amount through manual recovery, MA Plan will not pursue such recovery if the overpayment was in the amount of seventy-five dollars (\$75.00) or less.

Certain facts are needed to process subrogation recoveries. MA Plan has the right to decide which facts are needed. It may get necessary facts from or give them to any other organization or person. MA Plan need not tell, or get the consent of, any Member to do this. Each Member claiming benefits under this Agreement must give MA Plan any facts it needs to process the claim and pursue any subrogation recovery. For benefits paid pursuant to this Agreement, the authority granted pursuant to this provision shall survive termination of this Agreement.

- E. MA Plan hereby informs the Group that MA Plan or its vendors may have reimbursement contracts with certain providers for the provision of and payment for health care services and supplies provided to, among others, Members under this Agreement. Under some of these contracts, there may be settlements which require MA Plan to pay the providers or vendors additional money (which may or may not be solely funded by MA Plan) or which require the providers or vendors to return a portion of volume discounts, rebates, or excess money paid. Such providers or vendors may include entities affiliated with MA Plan, including pharmacy benefit management companies and their affiliated pharmacies. Under many provider or vendor contracts, the negotiated reimbursement does not contemplate any type of settlement between MA Plan and the provider or vendor.

Group has no responsibility for additional payment to vendors nor any right to discounts, rebates, or excess money received from vendors.

- F. All Members enrolled under this Agreement shall have only the rights and benefits, and shall be subject to the terms and conditions, set forth herein.
- G. MA Plan makes no representations or warranties, express or implied, concerning whether the Group's health benefit plan, as administered and implemented by the Group, complies with state and federal laws regulating employee insurance plans and benefits.
- H. MA Plan agrees to treat all proprietary information concerning the Group's operations and the Plan in a confidential manner. Group agrees to treat all information concerning MA Plan's business operations, ideas, know-how, trade secrets, discount information, and other proprietary data in a confidential manner. Neither party shall disclose any such information to any other person without the prior written consent of the party to whom the information pertains. Nothing in this provision shall prohibit the disclosure of any information required by law, but in the event of any such disclosure, the disclosing party shall immediately notify the other party in writing detailing the circumstances of and extent of the disclosure. MA Plan agrees to use its best efforts to treat all Members' medical records and information concerning claims, conditions, or treatment in a confidential manner. MA Plan will not disclose such confidential information except as authorized by the Member or as permitted by law. This provision shall survive termination of this Agreement.
- I. The parties acknowledge that MA Plan is not engaged in the practice of medicine; it merely makes decisions regarding the coverage of services. Contracted physicians acknowledge and agree within the provisions of their participation agreements that they must exercise independent medical judgment regarding the treatment of their patients, regardless of MA Plan's coverage determinations.
- J. Acceptance of terms: By the payment of appropriate premiums, Group accepts the terms and conditions of this Agreement, retroactive to the Effective Date, without necessity of Group's signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

**City of Bridgeport & Bridgeport BOE**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Anthem Health Plans doing business as  
Anthem Blue Cross Blue Shield, sponsor  
of the Anthem Medicare Preferred  
(PPO) Medicare Advantage Plan**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**\*28-10 Consent Calendar**

Assignment of Arena Operating Agreement from  
Centerplate to Sound Tigers Entity.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: February 22, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

## **\*28-10 Consent Calendar**

### RESOLUTION

**WHEREAS**, the City entered into that certain Operating Agreement dated as of July 24, 2000 ("Operating Agreement") with Service America Corporation d/b/a Volume Services America (now "Centerplate") conveying to Centerplate the right to operate the Arena at HarborYard, and also entered into a Use Agreement with Centerplate and Bridgeport Professional Sports LLC, the owner of the Sound Tigers professional hockey team ("Sound Tigers"); and

**WHEREAS**, Centerplate has requested that the City consent to the assignment of all of Centerplate's right, title and interest in the Operating Agreement, as amended to date, to its assignee, the Sound Tigers or an affiliate ("Sound Tigers"); and

**WHEREAS**, the City has reviewed the terms and conditions under which such an assignment is acceptable and has determined that Centerplate and the Sound Tigers have met the terms and conditions of transfer set forth in the Operating Agreement; and

**WHEREAS**, in order for Centerplate to be released from its obligations under the Operating Agreement, it has executed an Assignment and Assumption Agreement ("Assignment") with the Sound Tigers in accordance with the Operating Agreement under which the Islanders assume all of Centerplate's obligations under the Operating Agreement; and

**WHEREAS**, the Sound Tigers have requested two (2) initial amendments to the Operating Agreement and the Use Agreement, as follows:

- (1) Change references from "American Hockey League" or "AHL" to "Professional Hockey League" ("League Reference"); and
- (2) Grant permission to the Islanders to operate the surface parking lots on Broad Street ("Surface Parking Lots"); and

**WHEREAS**, the City is willing to change the League Reference on terms and conditions reasonably satisfactory to the Mayor and the Office of the City Attorney, provided that the Sound Tigers remain in Bridgeport and provided further that such professional hockey league is equal to or superior to the American Hockey League; and



Report of Committee on Contracts Committee  
\*28-10 Consent Calendar

**WHEREAS**, the City is willing to allow the Sound Tigers to operate the Surface Parking Lots on Broad Street on terms and conditions reasonably satisfactory to the Mayor and the Office of the City Attorney; and

**WHEREAS**, the City and the Sound Tigers have agreed to amend various terms and conditions of the Operating Agreement by negotiating in good faith and with due diligence so that changes to the Operating Agreement will be agreed to no later than April 30, 2011 and such amendments will be promptly submitted to the City Council for approval thereafter; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the City consents to the Assignment; and

**BE IT FURTHER RESOLVED** that the City consents to the change of League Reference; and

**BE IT FURTHER RESOLVED** that the City consents to the Islander's operation of the Surface Parking Lots; and

**BE IT FURTHER RESOLVED** that the City and the Islanders agree to negotiate diligently and in good faith to reach agreement as to other amendments to the terms and conditions of the Operating Agreement no later than April 30, 2011 with the understanding that failure to reach agreement by such date will permit either party to pursue the dispute resolution process set forth in the Operating Agreement; and

**BE IT FURTHER RESOLVED** that, except as modified by this resolution, the Operating Agreement shall remain unchanged in all other respects.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS

Richard M. Paoletto, Jr., Co-chair

Carlos Silva, Co-chair

Michelle A. Lyons

Martin C. McCarthy

Howard Austin, Sr.

Robert P. Curwen, Sr.

James Holloway

Thomas McCarthy, President  
(Added to Make Quorum)

**\*15-10 Consent Calendar**

Acceptance of Grants from Federal Transit Administration and the State Department of Transportation for the Construction of the Bridgeport Intermodal Transportation Center

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: February 22, 2011**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

## **\*15-10 CONSENT CALENDAR**

### **Resolution**

#### **Regarding the Acceptance of Grants from the Federal Transit Administration and the State Department of Transportation for the Construction of the Bridgeport Intermodal Transportation Center**

**WHEREAS**, the City Council of the City of Bridgeport On August 3, 1998 has authorized the Mayor to pursue federal and state funds to construct a new transportation center in the downtown area to link the city's transit systems and to serve as a transportation and economic development project for the city and the region to be known as the Bridgeport Intermodal Transportation Center (ITC); and

**WHEREAS**, the City Council has previously authorized and the Federal Government has previously authorized and awarded the City grants for the project in the amounts of:

\$992,500 (5309-1997) Project Design / Preliminary Engineering (PE)  
\$5,618,860 (5309-1998) Garage Construction  
\$10,000,000 (CMAQ- 2000) Site work / Garage Expansion  
\$5,000,000 (5309-2001) PE, Final Design & Construction Bus Terminal/ Walkways  
\$5,000,000 (5309-2002) PE, Final Design & Construction Bus Terminal/ Walkways  
\$2,500,000 (New Starts - 2003) Garage Expansion  
\$3,883,494 (5309- 2004) Bus Terminal, Walkways / Garage Expansion  
\$6,802,447 (5309-2005) Bus Terminal, Walkways  
\$3,960,000 (5309-2006) Garage Expansion; and



Report of Committee on Public Safety and Transportation  
**\*15-10 CONSENT CALENDAR**

-2-

**WHEREAS**, the City Council has previously authorized, and the State of Connecticut Department of Economic and Community Development and the State of Connecticut Department of Transportation have previously awarded the City grants for transportation projects and to serve as the local 20 % match to the Federal Awards in the amounts of:

\$906,750 (DECD 1998) Water Street Commuter Lot  
\$248,125 (DECD ITC I-1997) Preliminary Engineering  
\$1,432,862 (DECD ITC II- 1998); Garage Expansion  
\$2,500,000 (DECD ITC III-2000); Garage –Walkway Construction  
\$480,000 (DECD ITC IV); Environmental Assessment / Final Design  
\$2,000,000 (DECD ITC V-2004) Final Design / Construct Bus Terminal  
\$5,300,000 (CTDOT 2004) Garage Construction – CMAQ  
\$4,000,000 (CT DOT 2004) Garage / Walkway Construction; and

**WHEREAS**, the original 1998 City Council Resolution and the 2006 City Council Resolution reaffirming the authorization of filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C. chapter 53, title 23 United States Code and other Federal statutes administered by the Federal Transit Administration; and

**WHEREAS**, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for this transportation project in Bridgeport; and

**WHEREAS**, the Federal Department of Transportation, Federal Transit Administration has been Authorized to provide to the City of Bridgeport certain earmarks in the amounts of \$2,850,000 (E2009-BUSP-199) and \$2,435,000 (E2010-BUSP-039) for the construction of certain physical improvements in conjunction with the Bridgeport Intermodal Transportation project; and

**WHEREAS**, the State of Connecticut Department of Transportation has been delegated Authority to award State financial assistance for this transportation project in Bridgeport; and



Report of Committee on Public Safety and Transportation  
**\*15-10 CONSENT CALENDAR**

-3-

**WHEREAS**, grant or cooperative agreements for Federal and State Financial assistance will impose certain obligations upon the Applicant, and such obligations may include a requirement that the Applicant provide the local share of the project cost; and

**WHEREAS**, the City Council of the City of Bridgeport has previously approved the Capital Plan for the City of Bridgeport which includes funds that can be used as the local share of the total project cost to leverage additional Federal Funds; and

**WHEREAS**, the State of Connecticut, through the attached Agreement, will provide additional capital funds for the completion of the construction of the Transit Garage at Harbor Yard; and

**WHEREAS**, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and Now, Therefore

**BE IT RESOLVED BY** The City Council of the City of Bridgeport, that

1. The Mayor, or his designee the Director of OPED is authorized to execute and file application for Federal assistance on behalf of The City of Bridgeport with the Federal Transit Administration for Federal Assistance authorized by 49 U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration; or under the authority of a designated recipient, Urbanized Area Formula Program assistance authorized by 49 U.S.C. §5307, either alone or in addition other Federal assistance administered by the Federal Transit Administration in an amount not to exceed \$5,285,000 that will use the aforementioned Capital Funds as the local match in an amount not to exceed 20% of the Total Project Cost of \$6,606,250 or \$1,321,250 to be used for connectivity and streetscape improvements in and around the Bridgeport Intermodal Transportation Center.
2. The Mayor, or his designee the Director of OPED is authorized to execute and file application for State assistance on behalf of The City of Bridgeport with the State Department of Transportation pursuant to Project ID: CT-04-0024-00, a grant not to exceed \$600,000 to be provided as the Local Match to a Federal Grant of \$1,827,611 awarded to the State Department of Transportation for the completion of construction of the Transit Garage At Harbor Yard generally in conformance with the attached Agreement. And, be it further



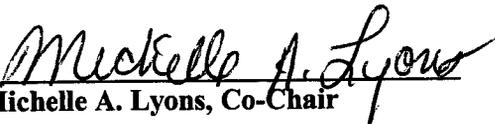
Report of Committee on Public Safety and Transportation  
**\*15-10 CONSENT CALENDAR**

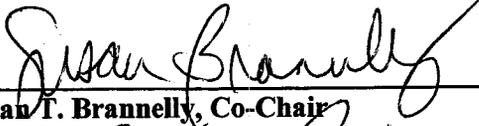
-4-

**RESOLVED**, That the Mayor, or his designee the Director of OPED is authorized to accept State and Federal Grants for the Bridgeport Intermodal Transportation Center as listed above and to execute any and all documents required to accomplish same.

Respectfully submitted,

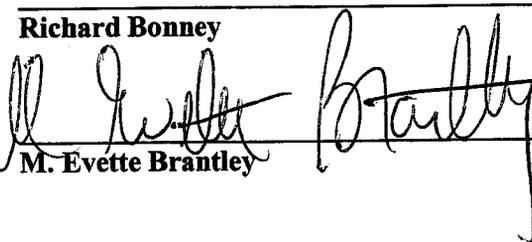
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

  
Susan T. Brannelly, Co-Chair

Richard Bonney

  
Anderson Ayala

  
M. Evette Brantley

Manuel Ayala

\_\_\_\_\_  
Denese Taylor-Moye

City Council Date: February 22, 2011

**GRANT AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT  
AND THE  
CITY OF BRIDGEPORT  
FOR THE  
BRIDGEPORT INTERMODAL TRANSPORTATION CENTER  
Project ID No. CT-04-0024-00**

***THIS AGREEMENT***, concluded at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 2010\_\_ by and between the State of Connecticut, Department of Transportation, Jeffrey A. Parker, Commissioner, acting herein by James P. Redeker, Bureau Chief of Public Transportation, duly authorized, hereinafter referred to as the STATE, and the City of Bridgeport, a public body or eligible private nonprofit or for profit corporation federally approved pursuant to the Transportation Equity Act for the 21<sup>st</sup> Century, as amended, having its principal place of business at 999 Broad Street, Bridgeport, Connecticut 06604, acting herein by Bill Finch, Mayor, hereunto duly authorized, hereinafter referred to as the CITY (collectively, the "Parties").

***WITNESSETH, THAT:***

***WHEREAS***, the STATE and the CITY mutually agree that the CITY owned Bridgeport Railroad Station located at 525 Water Street, built in the mid-1970s has been operated and maintained by the STATE since 1994; and

***WHEREAS***, the STATE and the CITY mutually agree that the Harbor Yard Garage, built in 2000 to accommodate 915 vehicles has been operated and maintained by the STATE since it was placed in service will be expanded by two additional parking deck levels adding 600 spaces, hereinafter referred to as the "Project"; and

***WHEREAS***, the CITY shall be responsible for administrating the design construction phases of the Project to be completed no later than August 31, 2010 for a total cost not-to-exceed \$12,208,886; and.

***WHEREAS***, FTA has awarded Five Million Three Hundred Eighty Three Thousand Eight Hundred Seventy Five Dollars (\$5,383,875) in lapsing FY2008 Section 5309 Bus and Bus Facilities earmark federal funds to the STATE for construction and rehabilitation of the Bridgeport Intermodal Transportation Center; Project ID: CT-04-0024-00, entitled "Bridgeport Rail Station Improvement"; and

**WHEREAS**, pursuant to Project ID:CT-04-0024-00 the STATE has agreed to provide the City of Bridgeport funds not to exceed Six Hundred Thousand Dollars (\$600,000) to complete the Project; and

**WHEREAS**, the STATE, pursuant to Subsection of 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the City of Bridgeport providing for the distribution of Federal funds and State funds (if available) to enable the City of Bridgeport to contract in services solely for the hereinabove stated purpose, and in connection therewith, the Bureau Chief, given the authority to execute Express Findings by the Commissioner of Transportation, has made an Express Finding as is required by Section 13b-35 of the General Statutes of Connecticut, as revised.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth, the STATE and the CITY agree as follows:

THE CITY SHALL:

1. Transfer ownership of the Bridgeport Rail Station, Harbor Yard Garage and elevated pedestrian walkways to the STATE no later than January 1, 2011.
2. Perform or have performed all of the activities necessary to complete the Project.
3. Provide for adequate material testing and inspection of all construction activities in accordance with normal STATE requirements.
4. With respect to all work shall comply with all additional terms and conditions contained in Exhibit "A" entitled "Administrative and Statutory Requirements" (including attachments), a copy of which is attached and hereby made a part of this Agreement.
5. Maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable and allowable costs and maintain accounts and records in accordance with generally accepted accounting principles consistently applied.
6. Agree that following completion of the Project, shall cause to be prepared and delivered to the STATE an audit performed in accordance with the terms and conditions contained in Exhibit "A".
7. Comply with all State, Federal and local laws and regulations, as they apply, and obtain all necessary concurrences, approvals, permits, easements, etc. that are necessary to construct the Project.
8. Agree to coordinate all construction activities that are within or adjacent to the railroad right of way or that will affect active rail operations with the STATE and Metro-North Commuter Railroad Company, if applicable.

9. Assume full legal responsibility for accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's/Architect's Seal of the CITY engineer/architect and/or consultant in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.
10. Agree to notify the STATE in writing when there is a change in its certificate of incorporation or a change in the individual(s) in actual charge of the work specified herein. This change shall not relieve the CITY of any responsibility for the accuracy and/or completeness of all products of the work under this Agreement, including all supplements thereto.
11. Agree to insure that the burden, fringe, overhead and profit on any consultant agreement shall not exceed One Hundred Fifty Percent (150%-for Home Office), One Hundred Twenty-five Percent (125%-for Field Office), and One Hundred Sixty-five Percent (165%-Environmental) of salary costs. Also, the maximum hourly rate for principals in any consultant agreement shall not exceed Thirty-five dollars (\$35) per hour including burden, fringe, overhead and profit. Travel (mileage) costs shall be reimbursed in accordance with the latest State Travel Regulations-State Managers limiting amounts. These maximum allowable costs as well as other parameters established for consultant agreements which must be complied with, when applicable, are contained in Office of Policy and Managements' General Letter No. 97-1, dated November 21, 1996, which is incorporated herein by reference hereto.
12. Agree not to assign this Agreement or any interest herein without first obtaining the STATE's written consent thereto.
13. Agree that all such parking effected by the CITY, its agents, subcontractors and invitees pursuant to this Agreement, shall be solely and strictly on a non-discriminatory basis as regards, but not limited to the following factors:
  - (a). the location and/or the number of parking spaces to be utilized at any one time.
  - (b). the amount and/or frequency of parking fees, charges or levies assessed for such use;
  - (c) the duration of such use; or
  - (d). the fact that the user is or is not: a local resident; a local taxpayer; a high-volume use; or a user in conjunction with a local enterprise, activity, or organization.
14. Agree that with respect to the operations performed by the CITY under the terms of this Agreement and also those performed for the CITY by its subcontractors, the CITY and its subcontractors will be required to carry for the duration of this Agreement, and any supplements thereto, with the STATE being named as an additional insured party for paragraphs 8(a) and (b) below, the State shall be named as an additional insured. Said coverages to be provided by an insurance company or companies satisfactory to the

STATE; except that, with respect to work performed directly and exclusively by the CITY, the CITY may request the STATE to accept coverage provided under a municipal self insurance program. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit of as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) If applicable, when the Agreement requires work on, over or under the right of way of any railroad company, the CITY shall provide, with respect to the operations that it or its subcontractors perform under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the STATE named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If Railroad Protective Liability Insurance is required, the CITY shall obtain and submit the minimum coverage indicated above to the STATE prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities are accepted by the STATE.

15. Shall produce within five (5) business days, a copy or copies of all applicable insurance policies when requested by the STATE. In providing said policies, the CITY may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

16. Agree to indemnify and save harmless the State of Connecticut, its officers, agents and employees from all claims, suits, actions, damages and costs of every description resulting from the negligent performance of the CITY and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the CITY and/or any of its subcontractors of any of the covenants and

specifications of this Agreement, including any supplements thereto and such indemnity shall not be limited by reason of any insurance coverage.

17. Agree that in the event of an adjustment of claims or in the defense of any suits between the STATE and the CITY, the CITY shall not use the defense of Governmental Immunity.

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THE STATE SHALL:

18. Have the right to review and approve plans, specifications and contracts regarding the design and construction phases of the Project.

19. Upon proper execution of this Agreement, make available to the CITY a grant not to exceed Six Hundred Thousand Dollars (\$600,000) as a lump sum payment to be used for the completion of the Project.

20. The proceeds of the Project Grant shall be advanced by the STATE to the CITY in accordance with the terms and conditions set forth in the "Tax Exempt Proceeds Fund, Inc., Deposit and Withdrawal Provisions" attached hereto. The term "Recipient" as used in the "Tax Exempt Proceeds Fund, Inc., Deposit and Withdrawal Provisions" shall mean the CITY. The CITY hereby agrees to execute the "Tax Exempt Proceeds Fund, Inc., Deposit and Withdrawal Provisions" and to thereafter comply with all the terms, covenants and conditions contained within the "Tax Exempt Proceeds Fund, Inc., Deposit and Withdrawal Provisions." Any interest earned by the CITY on the Grant Proceeds in the Tax Exempt Proceeds fund shall be due the STATE.

THE STATE AND CITY MUTUALLY AGREE:

21. That the loss of adequate recording of any cost records concerning the Project will constitute non-eligible costs under this Agreement and as such, the STATE'S proportionate share of funds pertinent to such costs thereon will be reimbursed to the STATE.

22. That activities performed to complete the construction phases of the Project may be performed by the CITY'S forces and/or by the Municipality's subcontractors utilizing a bidding procedure acceptable to the STATE.

23. That no covenant or condition of this Agreement can be waived except by the written consent of the STATE and the CITY. Forbearance or indulgence by the STATE in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the CITY, and until complete performance by the CITY of said covenant or condition, the STATE shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

24. That in the event that the CITY shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection or the acts of war, or any other reason beyond its control, then performance of such act shall be excused for the period of the delay.

25. That all the covenants and obligations of the parties hereunder shall bind their successors and assigns whether or not expressly assumed by such successors and assigns.

26. That this Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut. Nothing expressed or implied herein shall give or be construed to give to any person, firm or corporation other than the STATE or the CITY any legal or equitable right, remedy or claim under or in respect of this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the STATE and the CITY, unless a provision hereof expressly permits either of said parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which event, such action shall be taken in accordance with the terms of such provisions.

27. That if any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein. The foregoing shall not relieve the STATE of its obligations to reimburse the CITY for expenses incurred in furtherance of the Agreement.

28. That any official notice from one such Party to the other such Party (Parties) in order for such notice to be binding thereon, shall:

(a) Be in writing addressed to:

(i) when the STATE is to receive such notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131-7546

(ii) when the CITY is to receive such notice-

Mr. Bill Finch  
Mayor  
City Hall

45 Lyon Terrace  
Bridgeport, Connecticut 06604

- (b) be delivered in person or be mailed United States Postal Service – “Certified Mail” to the address recited herein as being the address of the Parties to receive such notice; and
- (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term “official notice” as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Parties as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this “official notice” specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 29. That the STATE assumes no liability for payment under the terms of this Agreement until the Municipality is notified, in writing, by the STATE that this Agreement has been approved by the Attorney General of the State of Connecticut.
- 30. That this agreement shall be deemed executory only to the extent of Six Hundred Thousand Dollars (\$600,000) and no liability on account thereof will be incurred by the STATE, beyond this amount for the purpose herein set forth unless parties hereto amend this Agreement in writing.
- 31. Nothing in this Agreement shall be construed to waive any of the STATE’s immunities.
- 32. It is mutually understood and agreed by the Parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in Exhibit A “State of Connecticut Statutory and Administrative Requirements”, dated September 01, 2010, attached hereto, and that Exhibit A is made an integral part of this Agreement and has full force and effect as if the same were incorporated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
Jeffrey A. Parker, Commissioner

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)  
James P. Redeker  
Bureau Chief of Public Transportation

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

\_\_\_\_\_  
CITY OF BRIDGEPORT

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)  
Bill Finch  
Mayor

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	2070
Recipient Name:	CITY OF BRIDGEPORT
Project ID:	BPT- CT- 0010
Budget Number:	1 - Budget Pending Approval
Project Information:	ITC- Downtown Connectivity & Improvement

## Part 1: Recipient Information

Project Number:	BPT- CT- 0010
Recipient ID:	2070
Recipient Name:	CITY OF BRIDGEPORT
Address:	45 LYON TERRACE , BRIDGEPORT, CT 06604 4023
Telephone:	(203) 576-7221
Facsimile:	(203) 332-5611

## Union Information

Recipient ID:	2070
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	
Address 2:	
City:	Washington, DC 20210 0000
Contact Name:	James LaSala
Telephone:	
Facsimile:	
E-mail:	
Website:	

## Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$6,606,250
Project Number:	BPT- CT- 0010	Adjustment Amt:	\$0
Project Description:	ITC- Downtown Connectivity & Improvement	Total Eligible Cost:	\$6,606,250

Recipient Type:	City	Total FTA Amt:	\$5,285,000
FTA Project Mgr:		Total State Amt:	\$0
Recipient Contact:	Steve Tyliszczak	Total Local Amt:	\$1,321,250
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20500	Special Condition:	None Specified
Sec. of Statute:	5309-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	-	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Sep. 01, 2010		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### Urbanized Areas

UZA ID	UZA Name
90570	BRIDGEPORT--STAMFORD, CT--NY

### Congressional Districts

State ID	District Code	District Official
9	4	James A Himes

### Project Details

This is a City of Bridgeport request for \$5,285,000 of FFY 2009 and FFY 2010 BUSP earmark funds for the Bridgeport Intermodal Transportation Center. Grant funds will be used for Streetscape - Connectivity Improvements between the Bus Terminal, the Train Station, the Transit Garage and the Ferry Terminal on a pedestrian scale to provide new and enhanced sidewalks, lighting, signage and other essential improvements to the area in and around Water St, Main St, N & S Frontage Roads, State St, John St and Fairfield Ave between Water St and Main St. Improvements will also be made underneath I-95 at Water and Main Sts and the MN Railroad Underpass and Ferry Terminal parcel east of the MN tracks, as well as to the Train Station and platforms. This grant will be matched with City of Bridgeport Bond Funds in the amount of \$1,321,250 for a Total Project Cost of \$ 6,606,250.

### Earmarks

#### Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
E2009-BUSP-199	Bridgeport Intermodal Transp	\$2,850,000	\$2,850,000
E2010-BUSP-039	Bridgeport Intermodal Transp	\$2,435,000	\$2,435,000

Number of Earmarks: 2

Total Amount Applied: \$5,285,000

Date Sent for Release:

Date Released:

### Security

No information found.

## Part 3: Budget

### Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
113-00 BUS - STATION/STOPS/TERMINALS	0	\$5,285,000.00	\$6,606,250.00
ACTIVITY			
11.31.03 TERMINAL, INTERMODAL (TRANSIT)	0	\$480,000.00	\$600,000.00
11.33.03 TERMINAL, INTERMODAL (TRANSIT)	0	\$4,805,000.00	\$6,006,250.00
<b>Estimated Total Eligible Cost:</b>			<b>\$6,606,250.00</b>
<b>Federal Share:</b>			<b>\$5,285,000.00</b>
<b>Local Share:</b>			<b>\$1,321,250.00</b>

OTHER (Scopes and Activities not included in Project Budget Totals)

**None**

**No Amendment Funding Source information is available for the selected project**

Alternative Fuel Codes

Extended Budget Descriptions

11.31.03	TERMINAL, INTERMODAL (TRANSIT)	0	\$480,000.00	\$600,000.00
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Design / engineering of improvements				
11.33.03	TERMINAL, INTERMODAL (TRANSIT)	0	\$4,805,000.00	\$6,006,250.00
Construction of Street level connectivity improvements between modes and upgrades to terminals & stations				

## Changes since the Prior Budget

Unable to find change amount information.

## Part 4. Milestones

11.31.03 TERMINAL, INTERMODAL (TRANSIT) 0 \$480,000 \$600,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Oct. 01, 2010
	Dedsign & Engineering of improvements	
2.	Contract Award	Jan. 15, 2011
3.	Contract Complete	Jan. 15, 2012

11.33.03 TERMINAL, INTERMODAL (TRANSIT) 0 \$4,805,000 \$6,006,250

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Apr. 01, 2011
	Construction of Improvements	
2.	Contract Award	Jun. 01, 2011
3.	Contract Complete	Dec. 31, 2013

## Part 5. Environmental Findings

PRJBUD Project Budget 0 \$5,285,000 \$6,606,250

### Finding No. 1 - Class III

PNA to EA Date: Jun. 17, 2003

EA to FTA Date: Sep. 01, 2003

FTA Action Date Sep. 19, 2003

Finding Details: EA released to public on June 17, 2003 comments accepted to July 31, 2003. FONSI issued by FTA on August 19, 2003

## Part 6: Fleet Status