

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 18, 2011

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Citation: Jay Rodriguez of Merritt Canteen, 4355 Main Street, in recognition of 69 years in business.

Mayoral Citation: Josip Kustra of Joseph's Steak House, 360 Fairfield Avenue, in recognition of their 10<sup>th</sup> anniversary.

City Council Citation: University of Bridgeport Student Athletes for their accomplishments.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: March 21, 2011

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 64-10 Communication from WPCA re WPCA's Fiscal 2011 - 2012 Proposed Budget, **ACCEPTED AND MADE PART OF THE RECORD.**
- 65-10 Communication from Central Grants and Community Development re Grant Submission: FY 2011-2012 Dial-A-Ride Program, referred to Economic and Community Development and Environment Committee.
- 66-10 Communication from OPED re Disposition of 60 Circular Avenue; Offer to purchase from Brennan's Shebeen Irish Bar and Grill, referred to Economic and Community Development and Environment Committee

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

- 67-10 Resolution presented by Council member Baker re Resolution to establish a fee for the preparation of an affidavit by the City of Bridgeport Office of Vital Statistics, referred to Budget and Appropriations Committee.
- 68-10 Resolution presented by Council member Baker re Resolution to establish a fee for all genealogical searches in the Office of Vital Statistics, referred to Budget and Appropriations Committee.

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

- \*44-10** Public Safety and Transportation Committee Report re Letter of Commitment – Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP – Urban Program; State Project No. 15-352.
- \*48-10** Public Safety and Transportation Committee Report re Agreement with Greater Bridgeport Regional Planning Agency, on behalf of the City of Bridgeport, for federal assistance under the Surface Transportation Program (STPB) Bridgeport – Stamford Urban Area re: Planning Study for Pedestrian Bridge and Walkway over Ash Creek.
- \*49-10** Public Safety and Transportation Committee Report re Agreement with Greater Bridgeport Regional Planning Agency, on behalf of the City of Bridgeport, for federal assistance under the Surface Transportation Program (STPB) Bridgeport – Stamford Urban Area re: Planning Study for Realignment of Lafayette Circle.
- \*53-10** Public Safety and Transportation Committee Report re Application for Driveway Permit: #680 Park Avenue – Roosevelt School.
- \*56-10** Public Safety and Transportation Committee Report re Ceremonial designation of Wilmot Avenue as Bishop Jonathan Powell Avenue by adding his name above street signage on Wilmot Avenue.
- \*51-10** Contracts Committee Report re Assignment of Tax Liens for fiscal year 2011.
- \*54-10** Contracts Committee Report re Agreement with the Laborers' International Union of North America (LIUNA), Local 200 regarding a collective bargaining unit agreement.
- \*60-10** Contracts Committee Report re Agreement with Vision Service Plan Insurance Company to provide administrative services only for a group vision care plan to employees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2014.
- \*35-10** Economic and Community Development and Environment Committee Report re Consolidated Plan 2008-2013 for Program Year 37 Annual Action Plan: CDBG, ESG, HOME, HOPWA Programs.
- \*17-10** Miscellaneous Matters Committee Report re Amendment to City Council Rules of Order – New Rule XIII – EXPENDITURE OF CITY FUNDS.

**MATTERS TO BE ACTED UPON:**

- 55-10**      Contracts Committee Report re Agreement with Bridgeport City Supervisors Association (BCSA) regarding a collective bargaining unit agreement.

**CITY COUNCIL PUBLIC SPEAKING SESSION  
CITY of BRIDGEPORT  
APRIL 18, 2011  
6:30 P.M.**

**ATTENDANCE:** Brannelly, M. McCarthy, Walsh, T. McCarthy, Lyons, Vizzo-Paniccia, dePara, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

**ABSENT:** Council members: A. Ayala, Taylor-Moye, Austin, Bonney, Blunt, Silva

Council President McCarthy called the public speaking session to order at 6:35 pm.

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

THE FOLLOWING NAMED PERSONS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 18, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT. -

*- The speakers signed up the night of the meeting -*

RECEIVED  
 CITY CLERK'S OFFICE  
 APR 25 A 11:30  
 BRIDGEPORT CITY CLERK

<b>NAME</b>	<b>SUBJECT</b>
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Ms. Martinez	Various topics
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Ms. Martinez stated she wanted to speak about education, state welfare, mental health and Harding High School.

She questioned why the Board of Education would meet during June or July at a school on State Street.

She had a complaint about the state welfare office and she said they never answer the phone. She always receives a message that they will call back within 48-hours.

She said the cost for the meters downtown were too expensive, especially if someone is looking for work.

She stated that the cost for the bus was too expensive.

She spoke about the mental health and she questioned who runs the facility. She mentioned that they need the free lunch program that they used to have. Council President McCarthy let her know that the mental health facility was run by the State of CT. He also

suggested that she talk to State Representative Clemons about the issues she was having with state welfare.

Council President McCarthy encouraged her to contact the Board of Education about her issues.

Cecil Young

Various topics

Mr. Young spoke about his court case regarding the altercation that occurred last year in council chambers. He said his concern was with the council members who allegedly attacked him and he questioned why they weren't told to go back to their seats when it happened. He said he never heard from Council President McCarthy or the Mayor about the incident and he was troubled by this. He said he had back surgery and he has shooting pains in his head.

He spoke about having worked for the city for years and he wanted to be shown some respect for being a former employee. He further mentioned that he hoped he could get truth and justice. He continued to speak and used the "N" word twice. Council President McCarthy requested that he not use that word...but Mr. Young continued speaking until Council President McCarthy let him know his time was up to speak.

Joe Moranti

Various topics

Mr. Moranti spoke about the law regarding the legal driving age. He made reference to past presidents that changed the law. He also mentioned that there should be improvements to the state welfare system.

Hearing none, the public speaking session was closed.

The public speaking session ended at 6:55 pm.

## CITY COUNCIL MEETING

Monday, April 18, 2011

7:00 p.m.

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

ATTENDANCE: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh,  
T. McCarthy, Lyons, Vizzo-Paniccia, Bonney, dePara,  
M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: Austin, Blunt, Silva

Mayor Finch called the meeting to order at 7:10 pm.

Prayer - the prayer was offered by Council member Curwen.

Pledge of Allegiance - the pledge was led by the City Clerk.

Roll Call - the city clerk took the roll and she announced there was  
a quorum.

Mayor Finch announced that they were keeping tabs on Council member Blunt's well being  
having been ill and he asked everyone to keep him in their prayers.

Council President McCarthy said he visited Council member Blunt in the hospital with  
Council members Brantley and Lyons. He said Council member Blunt was sitting up and  
he was doing better and looked better. He said that they sat and talked and prayed with  
him. He expressed that Council member Blunt sent his love. He noted that he will be in the  
hospital for another week.

Mayoral Citation: Jay Rodriguez of Merritt Canteen, 4355 Main Street, in  
recognition of 69 years in business.

Jay Rodriguez, his father and staff approached the front of council chambers to receive the  
citation. Mayor Finch, Council President McCarthy and Council members Lyons and Vizzo-  
Paniccia presented the citation.

Mayor Finch stated if you haven't eaten at the Merritt Canteen, if you're a real  
Bridgeporter, you need to try it, noting that they have great hot dogs. He further expressed  
there are a lot of food places in Bridgeport, but none more well known than the Merritt  
Canteen. He thanked the owners and staff for the wonderful service they give People. *He  
read the citation for the Merritt Canteen being in service for 69 years – a  
group picture was taken.*

Mr. Rodriguez thanked everyone for the business they have extended for sixty-nine years. He expressed that all the credit should go to his father who has been in business for fifty years, noting that he has run the business for ten years. He said his father deserved all the credit. He also thanked his staff, noting that he couldn't run the business without them.

Council member Lyons stated that it was an honor and privilege to have the Merritt Canteen on the north end. She thanked them for keeping their business in Bridgeport and she wished them continued success. She expressed that they offered great service and all the orders are memorized without writing anything down.

Council member Vizzo-Paniccia thanked them for their great staff and food. She congratulated them on being in business for sixty nine years.

Council President McCarthy congratulated them and good naturedly joked that it was the Merritt Canteen's fault for his extra 15 lbs.

Mayoral Citation: Josip Kustra of Joseph's Steak House, 360 Fairfield Avenue, in recognition of their 10<sup>th</sup> anniversary.

Mayor Finch, Council President McCarthy and Council members A. Ayala and Taylor-Moye presented the citation.

Mayor Finch stated that it was hard to believe that ten years have gone by for Joseph's Steak House being in business - *he read the citation that outlined much appreciation to the owner Josip Kustra and his excellent staff.* He further expressed that Bridgeport wouldn't be the same without the business. - *a group picture was taken.*

Mr. Kustra stated that he found this city to be most hospitable and gracious compared to some cities he's been to. He further expressed that Mayor Finch's office was great. He said he was pleased and happy for the last ten years to be serving the people in Bridgeport. He repeated that Bridgeport was great - *to applause.*

Mr. Kustra's son expressed his appreciation for the citation.

Council member Ayala congratulated Mr. Kustra and he noted that it was great to have his restaurant as part of downtown. He encouraged everyone to eat there.

Council member Taylor-Moye expressed that the food was wonderful and she was happy that they are a part of Bridgeport. She said she hoped they will stay in Bridgeport and keep serving the people.

Council President McCarthy congratulated Mr. Kustra and he noted that his restaurant was a great addition to downtown Bridgeport.

City Council Citation: University of Bridgeport Student Athletes for their accomplishments.

The University of Bridgeport student athletes that were all women approached the front of council chambers to receive the citation.

Council President McCarthy stated that they were starting a fantastic tradition with honoring phenomenal student athletes. He expressed they were there to honor the gymnasts and swimmers who placed in multiple events. *He requested that the team coach for the swimmers, Coach Tom Stark read the names of the athletes to be recognized.*

Coach Stark recognized that team won two national championships in various events. He called each name on the team to be recognized to come forward and receive their citation.

Council President McCarthy extended his best wishes to the coach and read the citation. – *a group picture was taken.*

Council President McCarthy recognized the three time champions for gymnastics. He recognized Coach Becky as the team's coach. Coach Becky read the team's names that were honored - *a group picture was taken.*

Coach Becky thanked everyone for the recognition. She expressed that they were anxiously awaiting to host the national championship in Bridgeport next year. She further thanked the team for all their hard work. – *all the city council members present came forward to take a group picture with the team.*

#### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: March 21, 2011

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**
- \*\* COUNCIL MEMBER BRANNELLY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

Council President McCarthy called for the council members to caucus at 7:40 pm.

- \*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ENTER INTO CAUCUS**
- \*\* COUNCIL MEMBER CURWEN SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

The council members came out of caucus at 7:55 pm.

Mayor Finch reconvened the meeting at 8:00 pm.

Mayor Finch recognized the 24<sup>th</sup> Anniversary of the L'Ambiance Disaster. *He asked for a moment of silence to acknowledge the victims.* He stated that they held a commemorative celebration in city hall to recognize the anniversary and he expressed his deep concern for all the families involved in the disaster.

*Council President announced that the following council members were absent tonight for the following reasons: Council member Silva has a new job and he had to work a different shift; Council member Blunt was still in the hospital and Council member Austin had a family emergency.*

Mayor Finch announced that Maxim who was present in the audience tonight, has been working with Congressman Hines office. He stated that Maxim is from Siberia, Russia. He mentioned that he has been working with him and Congressman Hines and he noted that Maxim was running for an office in the bureau. He expressed that the more democracy there was in Russia, the more that countries will get along!

#### **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

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- 66-10** Communication from OPED re Disposition of 60 Circular Avenue; Offer to purchase from Brennan's Shebeen Irish Bar and Grill, referred to Economic and Community Development and Environment Committee

\*\* **COUNCIL MEMBER M. McCARTHY MOVED TO APPROVE**  
\*\* **COUNCIL MEMBER PAOLETTO SECONDED**  
\*\* **MOTION PASSED UNANIMOUSLY**

#### **RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

- 67-10** Resolution presented by Council member Baker re Resolution to establish a fee for the preparation of an affidavit by the City of Bridgeport Office of Vital Statistics, referred to Budget and Appropriations Committee.
- 68-10** Resolution presented by Council member Baker re Resolution to establish a fee for all genealogical searches in the Office of Vital Statistics, referred to Budget and Appropriations Committee.

\*\* **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**  
\*\* **COUNCIL MEMBER M. McCARTHY 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:

Council member Vizzo-Paniccia requested to remove item **\*56-10** Public Safety and Transportation Committee Report re Ceremonial designation of Wilmot Avenue as Bishop Jonathan Powell Avenue by adding his name above street signage on Wilmot Avenue.

Council member Curwen requested to remove item **\*35-10** Economic and Community Development and Environment Committee Report re Consolidated Plan 2008-2013 for Program Year 37 Annual Action Plan: CDBG, ESG, HOME, HOPWA Programs.

Council member Baker requested to remove item **\*44-10** Public Safety and Transportation Committee Report re Letter of Commitment – Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP – Urban Program; State Project No. 15-352.

The city clerk read the remaining items into the record:

- \*44-10** Public Safety and Transportation Committee Report re Letter of Commitment – Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP – Urban Program; State Project No. 15-352. *- removed*
- \*48-10** Public Safety and Transportation Committee Report re Agreement with Greater Bridgeport Regional Planning Agency, on behalf of the City of Bridgeport, for federal assistance under the Surface Transportation Program (STPB) Bridgeport – Stamford Urban Area re: Planning Study for Pedestrian Bridge and Walkway over Ash Creek.
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- \*53-10** Public Safety and Transportation Committee Report re Application for Driveway Permit: #680 Park Avenue – Roosevelt School.
- \*56-10** Public Safety and Transportation Committee Report re Ceremonial designation of Wilmot Avenue as Bishop Jonathan Powell Avenue by adding his name above street signage on Wilmot Avenue. *- removed*
- \*51-10** Contracts Committee Report re Assignment of Tax Liens for fiscal year 2011.

- \*54-10      Contracts Committee Report re Agreement with the Laborers' International Union of North America (LIUNA), Local 200 regarding a collective bargaining unit agreement.
- \*60-10      Contracts Committee Report re Agreement with Vision Service Plan Insurance Company to provide administrative services only for a group vision care plan to employees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2014.
- \*35-10      Economic and Community Development and Environment Committee Report re Consolidated Plan 2008-2013 for Program Year 37 Annual Action Plan: CDBG, ESG, HOME, HOPWA Programs. - *removed*
- \*17-10      Miscellaneous Matters Committee Report re Amendment to City Council Rules of Order – New Rule XIII – EXPENDITURE OF CITY FUNDS.

\*\*            **COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**  
 \*\*            **COUNCIL MEMBER dePARA SECONDED**  
 \*\*            **MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to the items that were removed from the consent calendar:

- \*44-10      Public Safety and Transportation Committee Report re Letter of Commitment – Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP – Urban Program; State Project No. 15-352. - *removed*

\*\*            **COUNCIL MEMBER A. AYALA MOVED TO APPROVE**  
 \*\*            **COUNCIL MEMBER LYONS SECONDED**

Council member Baker stated that he had some questions regarding exactly where the matching money was coming from, in the amount of \$555,000. Mike Nidoh explained that the matching funds were coming from the capital plan and the funds are available.

Council member Baker asked what line item it was. Mr. Nidoh stated it was from FY10-Public Facilities – Account No. OP625 the Roadway Paving Account. He said the funds were coming out of the \$2.7 million fund allocation account. He noted that if Council member Baker required additional information he could e-mail it to him.

Council member Brannelly stated that the committee also requested the detailed line item information for items: 44-10; 48-10 and 49-10. She updated that she received an e-mail from Tom Sherwood today regarding the information and she forwarded it to the committee today.

\*\*            **MOTION PASSED UNANIMOUSLY**

**\*56-10** Public Safety and Transportation Committee Report re Ceremonial designation of Wilmot Avenue as Bishop Jonathan Powell Avenue by adding his name above street signage on Wilmot Avenue. - *removed*

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

Mayor Finch recognized Council member Brantley to speak.

Council member Brantley yielded to Council member Vizzo-Paniccia to speak on this item first.

Council member Vizzo-Paniccia stated as with all the past requests for this type of resolution that began in 2004; she would vote against the item until the city adopts the proper rules and procedures. She felt that it seems this type of item comes up every two months and they're becoming excessive. She clarified that she it's nothing personal, but she will vote no until a procedure is adopted.

Council member Baker stated that he understood Council member Vizzo-Paniccia's concerns. He recalled that he sat down with Council member Lyons to discuss how to do something different to honor specific people worthy of naming a street after them. He requested input from the other council members as to how they can do something different to honor people in Bridgeport. He further updated that the committee approved the signage for this item and he expressed that he felt Bishop Powell deserved to be honored.

Council member Brantley echoed Council member Baker's sentiments regarding Bishop Powell. She commented that as a representative of the east end, she watched Bishop Powell build a church and launch marches to save the children. She emphasized that he and his wife sacrificed and put in long hours to serve that side of the city.

She further mentioned Sergeant Avery who lost her life in the war, noting that she was a former resident of the east end.

Council member Vizzo-Paniccia recalled that she tried to adopt a policy in the past, however, the item was voted down. She suggested that a mentoring program be created for kids as a way to honor people. She emphasized that would be more effective than naming a street sign. She clarified once again that her opposition was strictly due to the reasons she previously stated.

Council member Lyons echoed Council member Baker's comments. She concurred that they discussed alternatives to honoring men and women in Bridgeport; such as taking the lead to put up a plaque, create a scholarship etc.

**\*\* MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER VIZZO-PANICCIA)**

Mayor Finch mentioned that Governor Malloy signed a bill to change the city boundaries. He said the matter still requires zoning board approval, but it's an exciting venture of what will be the second largest school in Bridgeport.

**\*35-10** Economic and Community Development and Environment Committee Report re Consolidated Plan 2008-2013 for Program Year 37 Annual Action Plan: CDBG, ESG, HOME, HOPWA Programs. - removed

***Council member Curwen stated that they needed to do independent votes for each category:***

**\*\* COUNCIL MEMBER CURWEN MOVED TO APPROVE CDBG FUNDING IN THE AMOUNT OF \$3,246,011.00  
\*\* COUNCIL MEMBER dePARA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER CURWEN MOVED TO APPROVE REPROGRAM FUNDING IN THE AMOUNT OF \$1,255,923.00  
\*\* COUNCIL MEMBER M. McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER CURWEN MOVED TO APPROVE EMERGENCY SHELTER GRANT PROGRAM FUNDING IN THE AMOUNT OF \$130,971.00  
\*\* COUNCIL MEMBER A. AYALA SECONDED  
\*\* MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND THREE ABSTENTIONS (COUNCIL MEMBERS: BRANTLEY, BRANNELLY and MARTINEZ)**

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE HOME PROGRAM FUNDING IN THE AMOUNT OF \$1,370,571.00  
\*\* COUNCIL MEMBER M. McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE HOPWA PROGRAM FUNDING IN THE AMOUNT OF \$761,597.00  
\*\* COUNCIL MEMBER M. McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

Council member Curwen returned to the first item CDBG Program Funding.

**\*\* COUNCIL MEMBER CURWEN MOVED TO AMEND CDBG PROGRAM FUNDING TO \$2,524,675.00  
\*\* COUNCIL MEMBER M. McCARTHY SECONDED  
\*\* MOTION PASSED WITH THIRTEEN VOTES IN FAVOR AND FOUR ABSTENTIONS (COUNCIL MEMBERS: dePARA, MARTINEZ, PAOLETTO and TAYLOR-MOYE)**

**\*\* COUNCIL MEMBER CURWEN MOVED TO APPROVE THE ENTIRE PROGRAM FUNDING CATEGORIES AS SUBMITTED**  
**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**  
**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER CURWEN MOVED TO AMEND THE DRAFT RESOLUTION TO INCORPORATE THE LANGUAGE REVISIONS, DUE TO THE FEDERAL GOVERNMENT DECREASE IN FUNDS**  
**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

*Note: Council member Curwen read the revisions that were made to the following paragraphs of the resolution and the new paragraph that was added – refer to the city clerk's file for the entire resolution.*

**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	\$2,524,675
Reprogrammed Community Development Funds	\$1,255,923
Emergency Shelter Grant Program	\$130,971
HOME Program	\$1,378,726
HOPWA Program	\$761,597

New paragraph

**WHEREAS**, if the City of Bridgeport receives additional funding from HUD for the *PY37 Annual Action Plan*, such increase will be allocated to a Contingency Account for future City Council action based upon the applications previously received and considered during the PY37 process and...

**RESOLVED**, that the Mayor of the City of Bridgeport and Chief Administrative Officer and the Senior Manager of Central Grants and Community Development are 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.

**\*\* MOTION PASSED UNANIMOUSLY**

## MATTERS TO BE ACTED UPON:

- 55-10** Contracts Committee Report re Agreement with Bridgeport City Supervisors Association (BCSA) regarding a collective bargaining unit agreement.
- \*\*  
\*\*  
\*\*
- COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
COUNCIL MEMBER M. McCARTHY SECONDED  
MOTION PASSED UNANIMOUSLY**

### Other Business:

- Council member dePara reminded everyone about the ECDE meeting scheduled on Tuesday, April 19, 2011.
- Council member Brantley stated on behalf of the V.I.P. Program and Ms. Wilson, she thanked everyone for their support, noting that they will sponsor students as they go on tour.

Council member Curwen made a point of clarification for item **64-10** Communication from WPCA re WPCA's Fiscal 2011 – 2012 Proposed Budget, **ACCEPTED AND MADE PART OF THE RECORD.**

He questioned if it meant they have to accept the increase that WPCA recommends or if they can vote to deny it. Mayor Finch said he understood that it meant they were just accepting the report tonight.

City Attorney Anastasi stated that he checked the submittal. He said he spoke to the chairperson of WPCA and they haven't adopted the proposed budget for the next fiscal year. The fees for WPCA were adopted and set by the board. This communication is to put it on the record for what the initial proposal will be.

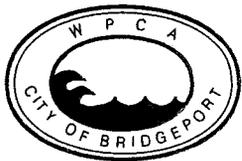
## ADJOURNMENT

- \*\*  
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- COUNCIL MEMBER BRANNELLY MOVED TO ADJOURN  
COUNCIL MEMBER T. McCARTHY SECONDED  
MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:40 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



**WATER POLLUTION CONTROL AUTHORITY**  
**for the City of Bridgeport**

695 Seaview Avenue • Bridgeport, Connecticut 06607-1628  
Telephone (203) 332-5550 • Fax (203) 576-7005

WILLIAM E. ROBINSON  
Acting General Manager

COMM.#64-10 ACCEPTED AND MADE PART OF THE RECORD ON 4/18/2011

**MEMORANDUM**

**DATE:** April 1, 2011

**TO:** Fleeta Hudson  
City Clerk

**FROM:** William E. Robinson  
Acting General Manager

**RE:** WPCA Fiscal 2011-2012 Proposed Budget

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Attached are copies of the WPCA's Fiscal 2011-2012 Proposed Budget and the cover letter to the WPCA Board of Directors.

Please distribute these to the Council Members.

RECEIVED  
CITY CLERK'S OFFICE  
2011 APR - 4 P 1:09  
ATTEST  
CITY CLERK

The Revenue area has changed versus last year primarily in the following areas:

Bridgeport sewer user fees are higher by \$204,107 due to the rate increase.

Revenues from outside communities are higher by \$202,701 due to the rate increase and slightly higher usage by the Town of Trumbull versus Fiscal 2011.

Other Revenue is lower due to lesser Nitrogen Credits because of decreasing discharge limits. Also expected to decrease are revenues from industrial discharges due to pre-treatment by a major contributor. Lastly Fiscal 2011 was the last year for receipt of a contract settlement payment from this same industrial user.

This budget includes the expectation of use of new bond funding through the City to cover capital costs for equipment and vehicles of \$777,500 and pump station rehabilitation of \$1,500,000.

Attachments

**WATER POLLUTION CONTROL AUTHORITY  
FOR THE CITY OF BRIDGEPORT**

**PROPOSED BUDGET**

**FISCAL 2011/2012**

**March 29, 2011**

## TABLE OF CONTENTS

		PAGES
REVENUE AND EXPENSE SUMMARY		1
DEPARTMENT EXPENSES:		
180 ADMINISTRATION		2
180 OTHER		3
PERSONNEL COSTS	SCHEDULE A	4
OPERATIONS, MAINTENANCE & MANAGEMENT		
SERVICES AGREEMENT	SCHEDULE B	5
MAJOR PROJECTS AND SOURCE OF FUNDING	SCHEDULE C	6-10
STATE LOAN RETIREMENT FUNDING	SCHEDULE D	11-14
CAPITAL BUDGET	SCHEDULE E	15
PLANNED SEWER REHABILITATION	SCHEDULE F	16
PERMIT AND MISCELLANEOUS FEES	SCHEDULE G	17

**WATER POLLUTION CONTROL AUTHORITY  
FOR THE CITY OF BRIDGEPORT  
FISCAL 2011-2012 PROPOSED BUDGET**

	<b>PROPOSED FY 2012 BUDGET</b>
<b>REVENUES:</b>	
BRIDGEPORT	\$22,972,174
OUTSIDE COMMUNITIES	5,192,095
INTEREST ON INVESTMENTS	24,000
SEPTIC TICKET REVENUE	620,000
OTHER REVENUE	77,263
ARREARAGE COLLECTIONS	1,500,000
CAPITAL FUNDS	2,277,500
<b>TOTAL REVENUES</b>	<b>32,663,032</b>
<b>EXPENSES:</b>	
OPERATIONS, MAINTENANCE & MANAGEMENT	
SERVICES AGREEMENT	\$14,047,514
UTILITIES	2,630,000
ADMINISTRATION	1,511,361
COLLECTION SYSTEM REHABILITATION	1,000,000
CITY OVERHEAD COSTS	475,000
COLLECTION FEES	240,000
DEBT SERVICE-BONDS	250,318
STATE LOAN RESERVE FUNDING	6,357,998
PUMP STATION REHABILITATION	1,500,000
EQUIPMENT & VEHICLES	877,500
BAD DEBT RESERVES AND ADJUSTMENTS	2,523,341
OPERATING RESERVE	50,000
LOAN REPAYMENT-CITY	1,200,000
<b>TOTAL EXPENSES</b>	<b>\$32,663,032</b>

The proposed usage fee and rates are as follows:

Sewer Use Per Hundred Cubic Feet(CCF)or 748 Gallons	\$4.352
Industrial Biological Oxygen Demand Surcharge per Pound	\$0.480
Industrial Total Suspended Solids Surcharge per Pound	\$0.430

29-Mar-11

NEW A/C#	ACCOUNT DESCRIPTION	2007/2008 ACTUAL	2008/2009 ACTUAL	2009/2010 ACTUAL	2010/2011 MODIFIED BUDGET	2010/2011 ESTIMATE	2011/2012 PROPOSED BUDGET
DEPT. 0180 - ADMINISTRATION							
1000	SALARIES	530,953	526,125	544,959	583,344	487,497	606,458
8802	SALARIES-RECOVERY FROM CT DEP	(46,811)	(49,056)	(9,448)	(10,000)	(1,000)	0
1140	LONGEVITY	3,375	3,600	6,075	4,800	4,800	4,950
1108	OVERTIME	6,848	4,749	11,601	14,000	14,000	15,000
2000	FRINGES-NET OF DEP RECOVERY	149,479	162,154	134,036	185,896	173,371	203,708
3605	SEMINAR,CONF. FEES & MEMBERSHIPS	2,536	1,758	563	1,680	850	1,600
3705	ADVERTISING	2,896	3,298	3,155	3,000	3,000	3,000
3720	TELEPHONE	2,219	2,200	2,117	2,600	2,500	2,600
3905	REIMBURSED TRAVEL	3,472	2,430	419	1,500	1,350	1,500
4020	COMPUTER PARTS	128	0	448	450	400	450
4555	COMPUTER SUPPLIES	966	1,509	941	1,400	1,400	1,450
4550	COMPUTER SOFTWARE	750	250	0	750	600	750
4610	DIESEL FUEL	88,280	51,671	63,602	100,000	75,000	85,000
4615	GASOLINE FOR VEHICLES	98,464	64,643	89,735	85,200	85,000	100,200
4675	SUPPLIES-OFFICE	1,650	2,011	2,373	2,500	2,500	2,500
4680	PERMITS(NPDES)	13,482	12,494	6,617	8,000	7,000	8,000
4705	SUBSCRIPTIONS	320	320	469	350	350	425
4725	POSTAGE DIRECT	1,500	1,500	1,512	2,000	2,000	2,000
4745	SAFETY EQUIPMENT	320	240	188	450	450	650
5055	COMPUTER EQUIPMENT	1,087	264	0	3,500	2,000	3,500
5150	OFFICE EQUIPMENT	0	0	790	500	500	500
5155	EQUIPMENT RENTAL	2,254	2,362	2,362	2,600	2,467	2,500
5530	OFFICE FURNITURE	0	395	1,647	500	500	500
6010	ENGINEERING SERVICES	5,028	9,000	321,885	250,000	250,000	250,000
6055	COMPUTER SERVICES	1,878	567	702	3,000	3,000	3,000
6065	COMMUNICATION EQUIP-M&R	8,108	8,947	5,066	10,019	9,665	10,164
6100	AUDIT FEES	30,000	10,500	10,500	11,000	11,000	12,000
6110	BILLING SERVICES	4,050	1,488	2,744	3,000	3,000	3,000
6130	LEGAL SERVICES	265,653	236,335	213,880	250,000	250,000	250,000
6175	M & R EQUIP.-OFFICE EQUIP	1,662	1,406	1,156	1,525	1,506	1,525
6180	OTHER SERVICES	1,066	852	548	1,300	1,000	11,000
6200	PRINTING-IN HOUSE	0	280	268	800	800	1,250
6225	SECURITY SERVICES	2,929	3,090	1,191	3,456	3,456	3,700
7005	CONTINGENCY	0	0	0	100,000	100,000	100,000
8801	GASOLINE& DIESEL/ RECOVERY	(178,007)	(116,252)	(153,337)	(185,000)	(160,000)	(185,000)
8803	M & R EQUIP. & SECURITY-RECOVERY	(5,665)	(5,988)	(6,278)	(6,719)	(6,348)	(6,719)
9015	PRINTING SERVICES	2,591	280	3,817	3,000	3,000	3,000
2278	WORKERS COMPENSATION	19,049	12,000	13,623	7,200	7,200	7,200
TOTAL ADMIN DEPT 180		1,022,510	957,422	1,279,926	1,447,601	1,343,814	1,511,361

29-Mar-11

A/C #	ACCOUNT DESCRIPTION	2007/2008			2010/2011			2011/2012	
		2007/2008 ACTUAL	2008/2009 ACTUAL	2009/2010 ACTUAL	2010/2011 MODIFIED BUDGET	2010/2011 ESTIMATE	2011/2012 PROPOSED BUDGET		
DEPT. 0181- OTHER									
4625	NATURAL GAS	323,357	213,426	204,545	270,000	250,000	260,000		
3130	ELECTRICITY	2,377,890	2,641,082	2,668,206	2,543,400	2,485,000	2,370,000		
3210	DEBT SVC-INTEREST '07-CITY BONDS	18,465	23,150	20,750	18,313	18,313	15,838		
3205	DEBT SVC-PRINCIPAL '07-CITY BONDS	0	40,000	40,000	45,000	45,000	45,000		
3210	DEBT SVC-INTEREST '09-CITY BONDS	0	0	0	112,700	112,700	95,231		
3205	DEBT SVC- PRINCIPAL- '09 CITY BONDS	0	0	0	58,277	58,277	70,249		
3210	DEBT SVC-INT '11 BONDS				24,000	0	0		
3210	DEBT SVC-INT '12 BONDS						24,000		
7950	BAD DEBTS & ADJUSTMENTS	1,457,878	2,427,484	299,293	2,461,844	2,461,844	2,523,341		
3301	CITY ADMIN. ALLOCATION	421,396	423,229	455,678	475,000	460,000	475,000		
6060	SEWER REHABILITATION	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000		
6110	COLLECTION EXPENSE	205,223	257,361	287,800	225,000	240,000	240,000		
	STATE LOAN FUNDING RESERVE	6,149,542	6,270,823	6,194,556	6,351,269	6,332,797	6,357,998		
4324	OPERATIONS, MAINTENANCE & MGT SERVICES AGREEMENT	12,842,447	13,094,402	13,440,673	13,883,104	13,820,000	14,047,514		
6170	PUMP STATION REHAB-CONSTRUCTION(BOND FUNDS)				0	0	1,500,000		
4324	OPERATING RESERVES				50,000	50,000	50,000		
5045	VEHICLES-BOND FUNDS				196,500	0	390,000		
6170	EQUIPMENT-BOND FUNDS				228,800	0	387,500		
6170	EQUIPMENT M&R				100,000	100,000	100,000		
	LOAN REPAYMENT-CITY				1,200,000	1,200,000	1,200,000		
	TOTAL DEPT 181-OTHER	24,796,198	26,390,957		29,243,207	28,633,931	31,151,671		
	TOTAL EXPENSES	25,818,708	27,348,379		30,690,808	29,977,745	32,663,032		

**PERSONNEL SHEET**

FISCAL 2012 PRELIMINARY BUDGET  
 SALARY AND BENEFITS  
 DIVISION: 180 ADMIN OFFICE

23-Mar-11

SCHEDULE A

4

POSITION	Job Code	UNION	PROJECTED ANNUAL SALARY	LONGEVITY	OVERTIME	BENEFITS	GRAND TOTAL
ACTING GENERAL MANAGER		S	117,712.52	0.00		30,280.71	147,993.23
DIRECTOR OF FINANCE		S	81,930.25	1,575.00		24,517.79	108,023.04
ACTING MGR TRMT & FIELD OPS	8322	S	107,177.40	0.00		29,127.12	136,304.51
RESIDENT ENGINEER		S	56,551.25	0.00		19,260.76	75,812.01
CONSTRUCTION INSPEC	8213	S	53,879.53	1,125.00		20,996.24	76,000.77
SUPERVISOR-CSO	8308	S	34,303.15	0.00		17,727.63	52,030.78
CIVIL ENGINEER 1	2201	S	63,736.27	0.00		24,370.31	88,106.58
TYPIST 2	1233	G	45,583.84	2,250.00		11,171.59	59,005.44
ACCTG CLERK 1	1240	G	45,583.84	0.00		24,613.36	70,197.21
NUMBER OF EMPLOYEES:		9					
Sub-total			606,458.06	4,950.00		202,065.51	813,473.57
OVERTIME:					15,000.00		15,000.00
ADD'L BENEFITS ON BUDGETED							
OVERTIME							
MERF	9.50%					1,425.00	1,425.00
MEDITAX	1.45%					217.50	217.50
			606,458.06	4,950.00	15,000.00	203,708.01	829,898.57

**KGI BRIDGEPORT COMPANY  
CONTRACT COSTS**

**FOR FISCAL 2012 BUDGET  
ESTIMATED CPI CHANGE VS 6/30/2010**

**SCHEDULE B**

FIRST CONTRACT YEAR: \$11,213,914  
BASE ANNUAL CONTRACT AMOUNT:

FIRST CPI ADJUSTMENT BASED ON PERCENT CHANGE IN CPI FROM ESTIMATED STARTING DATE OF CONTRACT (APRIL 30, 2003) TO DECEMBER 31, 2003  
NEXT CPI ADJ BASED ON CPI AT 6/30/04 AND EACH JUNE 30TH THEREAFTER

Budget Year	Time Period	Contract Year	Contract Amount	Prior Year CPI Adjusted Contract Amount	CPI Rate Adj.	Annual Dollar CPI Fee Adjustment	Contract Fee Budget Year Cost	Add Sodium Bisulphate Costs	Total Budget Year Cost
2004	07/01/03-12/31/03	1	\$11,213,914			\$133,917	\$5,606,957		\$11,280,872
2004	01/01/04-06/30/04	1	\$11,213,914		1.1942%	\$360,988	\$5,673,915		\$11,708,818
2005	07/01/04-06/30/05	2		11,347,830	3.1811%	\$296,947	\$11,708,818		\$12,005,766
2006	07/01/05-06/30/06	3		11,708,818	2.5361%	\$611,346	\$12,005,766	\$80,000	\$12,697,111
2007	07/01/06-06/30/07	4		12,005,766	5.0921%	\$284,074	\$12,617,111	\$83,200	\$12,984,386
2008	07/01/07-06/30/08	5		12,617,111	2.2515%	\$644,543	\$13,545,729	\$120,000	\$13,665,729
2009	07/01/08-06/30/09	6		12,901,186	4.9960%	(\$158,311)	\$13,387,418	\$168,000	\$13,555,418
2010	7/1/09-6/30/10	7		13,545,729	-1.1687%				
2011	7/1/10-6/30/11	8		13,387,418	1.6979%	\$227,306	\$13,614,724	\$235,200	\$13,849,924
2012	07/01-11-6/30/12	9		13,614,724	2.2093%	300,790	13,915,514	132,000	14,047,514

NORTHEAST URBAN  
ALL ITEMS NOT SEASONALLY ADJUSTED  
CPI SERIES: cuur0100sa0

INDEX DATE	CPI	INDEX CHANGE VS PRIOR	CPI PERCENT CHANGE VS PRIOR	INDEX DATE	CPI	INDEX CHANGE VS PRIOR	CPI PERCENT CHANGE VS PRIOR
APRIL 30, 2003	192.6			APRIL 30, 2003	192.6		
DEC 31, 2003	194.9	2.3	1.1942%	DEC 31, 2003	194.9	2.3	1.1942%
JUNE 30 2004	201.1	6.2	3.1811%	JUNE 30 2004	201.1	6.2	3.1811%
JUNE 30, 2005	206.2	5.1	2.5361%	JUNE 30, 2005	206.2	5.1	2.5361%
JUNE 30, 2006	216.7	10.5	5.0921%	JUNE 30, 2006	216.7	10.5	5.0921%
JUNE 30, 2007	221.579	4.879	2.2515%	JUNE 30, 2007	221.579	4.879	2.2515%
JUNE 30, 2008	232.649	11.070	4.9960%	JUNE 30, 2008	232.649	11.070	4.9960%
JUNE 30, 2009	229.930	-2.719	-1.1687%	JUNE 30, 2009	229.930	-2.719	-1.1687%
JUNE 30, 2010	233.834	3.904	1.6979%	JUNE 30, 2010	233.834	3.904	1.6979%
FEB 28, 2011	237.110	3.276	1.4010%	FEB 28, 2011	237.110	3.276	1.4010%
JUNE 30, 2011	239.000	5.166	2.2093%	JUNE 30, 2011	239.000	5.166	2.2093%

CPI STARTING POINT  
Change vs April 30, 2003 ACTUAL  
Change vs Dec 31, 2003 ACTUAL  
Change vs June 30, 2004 ACTUAL  
Change vs June 30, 2005 ACTUAL  
Change vs June 30, 2006 ACTUAL  
Change vs June 30, 2007 ACTUAL  
Change vs June 30, 2008 ACTUAL  
Change vs June 30, 2009 ACTUAL  
Change vs June 30, 2010 ACTUAL  
Change vs June 30, 2010 ESTIMATE

2012Budget2012-KGI FEE Calculation-CPI at 6-30-11-Est CPI + 2.2093%-Feb CPI Change



MAJOR CONSTRUCTION AND REHABILITATION PROJECTS  
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

17-Mar-11	ACTUAL SPENDING AS OF 6/10	FY 2011 FORECAST	FY 2012 BUDGET	FY '13 LTP	FY '14 LTP	FY '15 LTP	FY '16 LTP	FY '17 LTP	TOTAL PROJECT COSTS
<b>DECHLORINATION PROJECT</b>									
<b>WEST SIDE TF:</b>									
DESIGN	81,673								81,673
LOAN	20,418								20,418
GRANT									
<b>CONSTRUCTION- CWF572C</b>									
LOAN	541,755								541,755
GRANT	133,674								133,674
TOTAL WEST SIDE	<u>777,520</u>								<u>777,520</u>
<b>EAST SIDE TF:</b>									
<b>DESIGN &amp; CONSTRUCTION-CWF 613C</b>									
LOAN	795,139	259,371							1,054,510
GRANT	195,877	61,001							256,878
TOTAL EAST SIDE	<u>991,016</u>	<u>320,372</u>							<u>1,311,388</u>
<b>LOW LEVEL NITROGEN AND SLUDGE</b>									
<b>PROCESSING PLAN CWF 205PG</b>									
GRANT	124,902	308,134	55,000						488,036
LOCAL SHARE	156,985	222,318	45,000						424,303
	<u>281,887</u>	<u>530,452</u>	<u>100,000</u>						<u>912,339</u>
<b>LOW LEVEL NITROGEN-DESIGN</b>									
LOAN		200,000	200,000	400,000					600,000
GRANT		50,000	50,000	100,000					150,000
		<u>250,000</u>	<u>250,000</u>	<u>500,000</u>					<u>750,000</u>
<b>SLUDGE PROCESSING-DESIGN</b>									
LOAN		200,000	200,000	400,000					600,000
GRANT		50,000	50,000	100,000					150,000
		<u>250,000</u>	<u>250,000</u>	<u>500,000</u>					<u>750,000</u>
<b>TOTAL TREATMENT FACILITIES</b>									
LOAN	78,839,418	259,371	400,000	800,000	800,000	0	0	0	80,298,789
GRANT	24,959,096	369,135	155,000	200,000	200,000	0	0	0	25,683,231
LOCAL SHARE	601,968	222,318	45,000	0	0	0	0	0	869,286
	<u>104,400,482</u>	<u>850,824</u>	<u>600,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>106,851,306</u>



MAJOR CONSTRUCTION AND REHABILITATION PROJECTS  
SPENDING AND SOURCE OF FUNDING SCHEDULE C

17-Mar-11	ACTUAL SPENDING AS OF 6/10	FY 2011 FORECAST	FY 2012 BUDGET	FY '13 LTP	FY '14 LTP	FY '15 LTP	FY '16 LTP	FY '17 LTP	TOTAL PROJECT COSTS
CSO G-1 CWF 409C-CONSTRUCTION	1,911,688								1,911,688
LOANS	1,886,688								1,886,688
GRANTS	3,798,376								3,798,376
CSO G-2 CONSTRUCTION 575C	2,319,591								2,319,591
LOANS	2,058,725								2,058,725
GRANTS	4,378,316								4,378,316
CSO G-4-CONSTRUCTION 452C	1,781,271								1,781,271
LOANS	1,771,185								1,771,185
GRANTS	3,552,456								3,552,456
CSO G-3 & G-5 CWF 452C									
CONSTRUCTION									
LOANS	260,000	1,975,000	1,975,000	2,387,507					4,622,507
GRANTS	235,000	1,975,000	2,300,000						4,510,000
	495,000	3,950,000	4,687,507						9,132,507
LONG TERM CONTROL PLAN									
GRANTS CWF 205PG	643,170	82,830							726,000
LOCAL SHARE	526,320	77,680							604,000
	1,169,490	160,510							1,330,000
CSO H									
DESIGN CWF 621D	361,538	800,000	263,419						1,424,957
LOANS	354,436	800,000	245,521						1,399,957
GRANTS	715,974	1,600,000	508,940						2,824,914
CSO H									
CONSTRUCTION CWF 621C (H-1 & H-2)									
LOANS	852,500	2,527,000	782,658						4,162,158
GRANTS	848,000	2,527,000	765,000						4,140,000
	1,700,500	5,054,000	1,547,658						8,302,158
CSO H									
CONSTRUCTION CWF (LATER PHASES)									
LOANS				915,000	2,500,000	2,500,000	2,500,000	1,500,000	9,915,000
GRANTS				900,000	2,500,000	2,500,000	2,500,000	1,500,000	9,900,000
				1,815,000	5,000,000	5,000,000	5,000,000	3,000,000	19,815,000
INFLOW AND INFILTRATION									
PIPE LINING-CWF 559C	1,236,190								1,236,190
LOANS	304,850								304,850
GRANTS	1,541,040								1,541,040
<b>TOTAL CSO PROJECTS</b>									
LOCAL SHARE	911,674	77,680	0	0	0	0	0	0	989,354
LOANS	21,572,430	1,912,500	4,765,419	4,085,165	2,500,000	2,500,000	2,500,000	1,500,000	41,335,514
GRANTS	23,809,589	1,965,830	4,747,521	3,965,000	2,500,000	2,500,000	2,500,000	1,500,000	43,487,940
	46,293,693	3,956,010	9,512,940	8,050,165	5,000,000	5,000,000	5,000,000	3,000,000	85,812,808

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS  
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

17-Mar-11	ACTUAL SPENDING AS OF 6/10	FY 2011 FORECAST	FY 2012 BUDGET	FY '13 LTP	FY '14 LTP	FY '15 LTP	FY '16 LTP	FY '17 LTP	TOTAL PROJECT COSTS
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**INFLOW AND INFILTRATION  
MITIGATION- NON CSO**

PIPE LINING- CWF 625CSL	1,037,536	804,767							1,842,303
LOANS	0	157,500							157,500
LOCAL SHARE									
<b>TOTAL</b>	<b>1,037,536</b>	<b>962,267</b>							<b>1,999,803</b>

**PUMP STATION & SIPHONS**

DESIGN CWF 102CSL	428,000								428,000
LOANS									

CONSTRUCTION CWF102CSL

PHASE 1	4,180,318	0							4,180,318
LOANS									

PHASE 2 & 3

LOCAL SHARE (BOND FUNDS)		825,000							825,000
LAKE FOREST BCH & SEQUOIA RD			1,500,000						1,500,000
WALLER RD					1,500,000				1,500,000
LAKE FOREST									

**TOTAL PUMP STATIONS**

LOANS-CWF	4,608,318	825,000	1,500,000	0	1,500,000	0	0	0	4,608,318
LOCAL SHARE(BONDS)	4,608,318	825,000	1,500,000	0	1,500,000	0	0	0	3,825,000
<b>TOTAL</b>	<b>9,216,636</b>	<b>1,650,000</b>	<b>3,000,000</b>	<b>0</b>	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,433,318</b>

TOTAL LOCAL SHARE

TOTAL LOCAL SHARE	1,513,642	1,282,498	1,545,000	0	1,500,000	0	0	0	5,841,140
TOTAL LOANS	106,057,702	2,976,638	5,165,419	4,885,165	2,500,000	2,500,000	2,500,000	1,500,000	128,084,924
TOTAL GRANTS	48,768,685	2,334,965	4,902,521	4,165,000	2,500,000	2,500,000	2,500,000	1,500,000	69,171,171
<b>TOTALS-ALL PROJECTS</b>	<b>156,340,029</b>	<b>6,594,101</b>	<b>11,612,940</b>	<b>9,050,165</b>	<b>6,500,000</b>	<b>5,000,000</b>	<b>5,000,000</b>	<b>3,000,000</b>	<b>203,097,235</b>

RESERVE FOR CAPITAL IMPROVEMENTS  
(STATE CLEAN WATER FUND LOAN RETIREMENT FUNDING)

ORIGINAL BORROWINGS	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18
<b>COMPLETED PROJECTS</b>								
PRINCIPAL PAYMENTS:								
CONTRACT 1 & 6 CWF 164D	125,718	1,712,980	1,712,980	1,712,980	1,712,980	1,712,980	115,685	
CONTRACT 1 CWF 218C	34,259,604	1,712,980	140,522	31,005				
CONTRACT 2 CWF 206D	2,810,440	140,522	1,601,652	1,601,652	1,601,652	1,601,652	1,601,652	
CONTRACT 2 CWF 206C	32,033,046	1,601,652	63,986					
CONTRACT 6 CWF 164C	2,193,820	109,661	169,246	169,246	169,246	169,246	169,246	
BNR FACILITIES CWF 416D/C	3,384,911	169,246	31,203	31,203	31,203	31,203	31,203	
DECHLOR PROJECT CWF 572C	624,067	31,203	31,203					
MCSO ASH CREEK CWF109C	1,549,385	32,279						
MCSO BL RK HARB CWF109CD1	492,141	9,072						
MCSO BL RK HARB CWF109CD2	991,992	20,109						
MCSO E JOHNSON CREEK CWF208D	706,147	35,307	35,307	35,307	32,817	152,385		
MCSO E JOHNSON CREEK CWF208C	3,889,833	194,492	194,492	194,492	194,492	309,655	309,655	
MCSO F-1,2,3 & 4 CWF372C	5,719,151	309,655	309,655	309,655	309,655	309,655	309,655	
MCSO G BPT HARBOR CWF409D	611,285	30,564	30,564	30,564	30,564	30,564	30,564	
MCSO G BPT HARBOR CWF409C	1,911,688	95,584	95,584	95,584	95,584	95,584	95,584	
INFLOW AND INFILTRATION CWF 559C	1,236,190	63,394	63,394	63,394	63,394	63,394	63,394	
MCSO G-1 & 2 CWF 575C	2,323,913	116,196	116,196	116,196	116,196	116,196	116,196	
PUMP STATIONS CWF 102C/SL	4,608,318	230,416	230,416	230,416	230,416	230,416	230,416	
INFLOW AND INFILT'N CWF 625C/SL	1,672,257	118,452	83,613	83,613	83,613	83,613	83,613	83,613
<b>TOTAL BORROWINGS AND PRINCIPAL PAYMENTS</b>	<b>103,761,143</b>	<b>4,985,946</b>	<b>4,878,811</b>	<b>4,705,308</b>	<b>4,671,813</b>	<b>4,638,996</b>	<b>2,999,594</b>	<b>2,731,524</b>
<b>DEBT SERVICE FUNDING-ACTIVE PROJECTS (SEE SCHEDULE F)</b>	<b>131,287</b>	<b>433,815</b>	<b>413,539</b>	<b>532,587</b>	<b>957,587</b>	<b>1,076,634</b>	<b>1,151,634</b>	<b>1,151,634</b>
<b>COMPLETED PROJECTS</b>								
INTEREST PAYMENTS:								
CONTRACT 1 & 6 CWF 164D	1,257	158,451	124,191	89,931	55,672	21,412	238	
CONTRACT 1 CWF 218C	192,710	5,035	2,225	117				
CONTRACT 2 CWF 206D	7,846	276,285	244,252	212,219	180,186	148,153	116,120	84,087
CONTRACT 2 CWF 206C	308,318	2,468	427					
CONTRACT 6 CWF 164C	4,662	39,350	35,965	32,580	29,195	26,092	22,707	19,322
BNR FACILITIES CWF 416D/C	42,735	8,815	8,191	7,567	6,943	6,371	5,747	5,123
DECHLOR PROJECT CWF 572C	9,439	161						
MCSO ASH CREEK CWF109C	1,485	38						
MCSO BL RK HARB CWF109CD1	476	84						
MCSO BL RK HARB CWF109CD2	1,056	2,795	2,089	1,383	677	143	1,799	
MCSO E JOHNSON CREEK CWF208D	3,501	21,232	17,342	13,452	9,562	5,673	12,644	6,451
MCSO E JOHNSON CREEK CWF208C	25,122	43,610	37,417	25,031	18,837	18,837	3,286	3,286
MCSO F-1,2,3 & 4 CWF372C	49,803	6,953	6,342	5,731	5,120	4,508	3,897	3,286
MCSO G BPT HARBOR CWF409D	7,565	27,958	26,047	22,223	20,312	18,400	16,488	16,488
MCSO G BPT HARBOR CWF409C	29,870	17,169	15,901	14,634	13,366	12,098	10,830	9,562
INFLOW AND INFILTRATION CWF 559C	18,437	37,860	33,213	30,889	28,565	26,241	23,917	23,917
MCSO G-1 & 2 CWF 575C	40,184	79,301	74,693	70,085	65,477	60,868	56,260	51,652
PUMP STATIONS CWF 102C/SL	83,910	30,310	28,634	26,965	25,293	23,621	21,948	20,276
INFLOW AND INFILT'N CWF 625C/SL	46,248							
<b>TOTAL INTEREST PAYMENTS</b>	<b>874,624</b>	<b>757,876</b>	<b>659,253</b>	<b>563,235</b>	<b>489,632</b>	<b>376,652</b>	<b>296,831</b>	<b>240,163</b>
<b>INTEREST FUNDING-ACTIVE PROJECTS</b>	<b>125,989</b>	<b>180,360</b>	<b>381,521</b>	<b>484,777</b>	<b>452,629</b>	<b>393,876</b>	<b>383,472</b>	<b>359,311</b>
<b>TOTAL DEBT SERVICE FUNDING</b>	<b>6,381,954</b>	<b>6,357,998</b>	<b>6,333,124</b>	<b>6,285,907</b>	<b>6,551,660</b>	<b>6,486,159</b>	<b>4,831,531</b>	<b>4,482,633</b>



FOR STATE DEBT RESERVE FUNDING  
ACTIVE PROJECTS

	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
<b>ACTIVE PROJECTS</b>						
<b>DECHLORINATION PROJECT</b>						
EAST SIDE TF: CWF 613C						
DESIGN AND CONSTRUCTION						
BORROWINGS:	259,371					
REPAYMENTS:	-68,155	-52,725	-52,725	-52,725	-52,725	-52,725
LOAN BALANCE	986,355	933,630	880,905	828,180	775,455	722,730
	17,403					
	1,916	19,244	18,190	17,135	16,081	15,026
INTEREST	19,319	19,244	18,190	17,135	16,081	15,026
<b>LOW LEVEL NITROGEN PROJECT-DESIGN</b>						
BORROWINGS:	200,000	400,000				
REPAYMENTS:	-30,000	-30,000	-30,000	-30,000	-30,000	-30,000
LOAN BALANCE	200,000	570,000	540,000	510,000	480,000	450,000
	2,166	2,499	11,125	10,525	9,925	9,325
INTEREST	2,166	4,499	11,125	10,525	9,925	9,325
<b>SLUDGE PROCESSING PROJECT-DESIGN</b>						
BORROWINGS:	200,000	400,000				
REPAYMENTS:	-30,000	-30,000	-30,000	-30,000	-30,000	-30,000
LOAN BALANCE	200,000	570,000	540,000	510,000	480,000	450,000
	2,166	2,499	11,125	10,525	9,925	9,325
INTEREST	2,166	4,499	11,125	10,525	9,925	9,325
<b>CSO G-4 CWF 452C</b>						
CONSTRUCTION						
LOAN	416					
BORROWINGS:				0	-452,851	-89,084
REPAYMENTS:	1,781,687	1,781,687	1,781,687	1,781,687	1,328,836	1,239,752
LOAN BALANCE	0					
	35,634	35,634	35,634	35,634	31,486	25,761
TOTAL INTEREST	35,634	35,634	35,634	35,634	31,486	25,761
<b>CSO G-3 &amp; G-5 PUMP STATIONS</b>						
CONSTRUCTION CWF 452C						
LOANS						
BORROWINGS:	260,000	1,975,000	2,387,507			
REPAYMENTS:	0	0	0	0	-1,155,632	-231,125
LOAN BALANCE	260,000	2,235,000	4,622,507	4,622,507	3,466,875	3,235,750
	46,550	5,200	44,700			
	0	21,387	25,854	92,450	81,865	67,220
INTEREST	46,550	26,587	70,554	92,450	81,865	67,220

INTEREST CALCULATIONS  
FOR STATE DEBT RESERVE FUNDING  
ACTIVE PROJECTS

FY 10-11    FY 11-12    FY 12-13    FY 13-14    FY 14-15    FY 15-16

ACTIVE PROJECTS

CSO H DESIGN CWF 621D

BORROWINGS:	800,000	263,419	0			
REPAYMENTS:	-106,888	-71,247	-71,247	-71,247	-71,247	-71,247
LOAN BALANCE	1,161,538	1,318,069	1,246,822	1,175,575	1,104,328	1,033,081
	7,231	23,231	0			
	8,663	22,252	25,709	24,284	22,859	21,434
TOTAL INTEREST	15,894	45,482	25,709	24,284	22,859	21,434

CSO H-1 & H-2

CONSTRUCTION

BORROWINGS:	852,500	2,527,000	782,658			
REPAYMENTS:	-190,764	-208,108	-208,108	-208,108	-208,108	-208,108
LOAN BALANCE	852,500	3,379,500	3,971,394	3,763,286	3,555,178	3,347,070
	4,261	27,365	67,590	0	0	0
	0	17,050	65,843	77,522	73,359	69,197
TOTAL INTEREST	4,261	44,415	133,433	77,522	73,359	69,197

CSO H-3

CONSTRUCTION

BORROWINGS:	915,000	2,500,000				
REPAYMENTS:	-170,750	-170,750				
LOAN BALANCE	915,000	3,415,000	3,415,000	3,244,250	3,073,500	3,073,500
	9,909	27,073	0	0	0	0
	0	18,300	66,736	66,736	63,321	63,321
TOTAL INTEREST	75,751	122,894	66,736	66,736	63,321	63,321

CSO H-4 AND LATER

CONSTRUCTION

BORROWINGS:	2,500,000	2,500,000	2,500,000	2,500,000	1,500,000	1,500,000
REPAYMENTS:	-325,000	-325,000	-325,000	-325,000	-325,000	-325,000
LOAN BALANCE	2,500,000	5,000,000	5,000,000	5,000,000	6,175,000	6,175,000
	27,073	27,073	27,073	27,073	16,244	16,244
	0	0	50,000	50,000	97,023	97,023
TOTAL INTEREST	93,808	140,393	140,393	140,393	113,267	113,267

TOTAL INTEREST ACTIVE PROJECTS

TOTAL INTEREST	125,989	180,360	381,521	484,777	452,629	393,876
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WPCA  
CAPITAL BUDGET  
FISCAL 2011/2012

SCHEDULE E

15

SOURCE OF FUNDING

DEPT/ ACCOUNT	DESCRIPTION	OPERATING FUNDS	BOND FUNDS	CWF STATE LOANS	CWF STATE GRANTS	TOTAL
<b>MAJOR PROJECTS</b>						
401-56060	LOW LEVEL NITROGEN DESIGN & SLUDGE PROCCESING PLAN-CWF 205PG			0	\$55,000	\$55,000
401-56060	LOW LEVEL NITROGEN DESIGN			\$ 200,000	\$ 50,000	\$ 250,000
401-56060	SLUDGE PROCESSING DESIGN			\$ 200,000	\$ 50,000	\$ 250,000
401-56060	COMBINE SEWER OVERFLOW PROJECT G-3&5 CWF452C			\$ 1,975,000	\$ 1,975,000	\$ 3,950,000
401-56060	COMBINE SEWER OVERFLOW PROJECT H -DESIGN CWF 621D			\$ 263,419	\$ 245,521	\$ 508,940
401-56060	COMBINE SEWER OVERFLOW PROJECT H -CONSTRUCTION CWF 621C			\$ 2,527,000	\$ 2,527,000	\$ 5,054,000
401-56060	SEWER REPAIRS; CONSTRUCTION/REHABILITATION PLANNED SANITARY	\$ 1,000,000				\$ 1,000,000
<b>EQUIPMENT &amp; VEHICLES</b>						
<b>WEST SIDE TREATMENT FACILITY</b>						
401-56170	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	\$50,000				\$ 50,000
	SCADA Upgrade Hardware		\$5,000			\$ 5,000
	Rehab Primary Tank #1		\$40,000			\$ 40,000
	Replace Sump Pumps-Various Areas		\$10,000			\$ 10,000
	Rebuild West Side Thickener #2		\$250,000			\$ 250,000
<b>EAST SIDE TREATMENT FACILITY</b>						
	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	\$50,000				\$ 50,000
	SCADA Upgrade Hardware		\$5,000			\$ 5,000
	Rehab Primary Tank #3		\$35,000			\$ 35,000
	Rebuild Main Pump# 4		\$35,000			\$ 35,000
	Replace Sump Pumps-Various Areas		\$7,500			\$ 7,500
<b>FIELD OPERATIONS</b>						
401-55045	Rack Truck(Fiatbed)		\$65,000			\$ 65,000
	Dump Truck (8 yd)		\$85,000			\$ 85,000
	Pick Up Truck-2WD		\$15,000			\$ 15,000
	Vac Truck		\$225,000			\$ 225,000
<b>PUMP STATION REHABILITATION</b>						
	Waller Road Pump Station		\$1,500,000			\$ 1,500,000
<b>ADMINISTRATION</b>						
401-55055	COMPUTER EQUIPMENT	\$ 3,500				\$ 3,500
2012 CAPITAL BUDGET-A		\$ 1,103,500	\$ 2,277,500	\$ 5,165,419	\$ 4,902,521	\$ 13,448,940
<b>TOTALS</b>						

Planned Sewer Rehabilitation  
Year ending June 30, 2012

SCHEDULE F

Contract PL-2 Pipe Lining

	LOCATION	Pipe Size inches	Length Ft.	Unit price	Estimated Cost
1	Beardsley St. Seaview to Newfield	10 x 15	1100	\$65.00	\$71,500
2	Main St. Rocton Ave. to Marion St.	10 x 15	2500	\$65.00	\$162,500
3	Wayne St Madison Ave. to Terry Pl	10	3500	\$41.00	\$143,500
4	Lake Ave Midland St. to Mgrovers Ave	8	1100	\$39.00	\$42,900
5	Lake Ave Gilman St. to Grovers Ave	8	700	39	\$27,300
6	Robotic Openings	N/A	N/A	N/A	\$20,000
7	Heavy cleaning	N/A	N/A	N/A	\$7,300
8	Police Time	N/A	1000	57	\$25,000
	Total PL-2		8900		\$500,000

Contract PR-2 Pipe Replacement

	LOCATION	Pipe Size inches	Length Ft or Each	Unit price	Estimated Cost
1	Harral Ave Coleman St. Pequonnock St	15	500	100	\$50,000
2	North Ave Madison Ave. Catherine St.	12	300	90	\$27,000
3	Park Ave Gregory St. Park Terrace	12	350	90	\$31,500
4	Iranistan Ave Atlantic St. Ingleside Pl	18	700	100	\$70,000
5	Main St StormLin Hunting St	18"RCP	450	85	\$38,250
6	Fifth St. Seaview Ave. to Conn Ave	15	1000	100	\$100,000
7	6" Laterals	6	299	50	\$14,950
8	Mobilization (non Emergency)		6	1,600	\$9,600
9	Class B Concrete in place (Approximate)		12	200	\$2,400
10	Connect to sewer /MH		12	350	\$4,200
11	Crushed Stone in Place (Approximate) CY		235	35	\$8,225
12	Bank run gravel (Approximate)		235	35	\$8,225
9	Bituminous hot mix Paving	30ft wide	3300	30	\$110,000
10	Police Time	N/A	450	57	\$25,650
	Total PR-2		3300		\$500,000

	Grand Total for PL-2 and PR-2		12200		\$1,000,000
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**Water Pollution Control Authority for  
the City of Bridgeport**

**Schedule G**

**Schedule of Fees (other than Sewer Use)  
Fiscal Year 2011-2012**

	<u>Fee Amount</u>
Sewer Connection Permit Fee (New Connections):	
Sanitary    Single Family Dwelling	<b>\$125</b>
Sanitary    Multiple Family Dwelling(up to 4 units)	<b>\$200</b>
Sanitary    Multiple Family Dwelling(5 or more units) Additional charge per unit over 4	<b>\$50</b>
Sanitary    Commercial/Industrial Building	<b>\$275</b>
Storm Sewer(Residential per connection)	<b>\$125</b>
Storm Sewer(Commercial/Industrial per connection)	<b>\$275</b>
Review and Approval of Grease Trap Plans and Specifications	<b>\$200</b>
Inspection Permit Fees:	
Sanitary Sewer Lateral Repair (8:00AM to 4:00PM M-F)	<b>\$100</b>
Sanitary Sewer Lateral Repair(Other Hours)	<b>\$200</b>
Special Sewer Use Billing Charge(Non-Discharge Adjustment or Special Discharge Permit)Per Invoice	<b>\$25</b>
Returned Check Fee	<b>\$40</b>
Sewer User Full Account History	<b>\$2</b>
Sewer Maps(per Sheet)	
Up to 3' Wide	<b>\$5</b>
8-1/2" x 11" to 17" per sheet	<b>\$3</b>
Septage Dumping(Up to 3000 Gallons)	<b>\$180</b>

WARRANTY DEED

BK: 8345 PG: 70  
INST: 00032121

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the Grantee(s), his/her/their successors and assigns forever to his/her/their and his/her/their own proper use and behoof.

And I, the Committee do covenant with the Grantee(s), his/her/their successors and assigns forever, that I have full power and authority as a Committee to grant and convey the above-described premises in manner and form aforesaid.

The premises are conveyed to the Grantee(s) free and clear of the mortgage/lien being foreclosed, and of all claims subsequent in right thereto, the holders of which are bound by this action.

Said premises are conveyed subject to (a) all prior liens and encumbrances which are prior in right to the mortgage/lien foreclosed; (b) all taxes, sewer assessments and sewer use charges (if any); (c) all building, building line and zoning regulations of the Town of Bridgeport and all other governmental regulations and provisions of any public or private law; and (d) such state of facts that an accurate survey or personal inspection of the premises would disclose.

Signed subject to the approval of the Superior Court this 26 day of August 20 16

Signed in the presence of:

X Asha Cunningham Print name of signer Asha Cunningham

X James L. O'Rourke Print name of signer James L. O'Rourke

Committee: Margaret C. DiCicco Print name of committee Margaret C. DiCicco

STATE OF CONNECTICUT

COUNTY OF Fairfield SS. Stratford

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August 20 16

by Margaret C. DiCicco, Esq. COMMITTEE

Signed James L. O'Rourke Print name of person signing at left James L. O'Rourke  
Commissioner of the Superior Court/Court Clerk/Master Print name of person signing at left When your commission expires

The foregoing committee deed is approved this 17<sup>th</sup> day of September 20 16

Judge of the Superior Court: [Signature]



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

**ALEXANDRA B. McGOLDRICK**  
Acting Director  
Office of Central Grants

**BILL FINCH**  
Mayor

COMM.#65-10 Referred to ECD&E Committee on 4/18/2011

April 6, 2011

To: Fleeta Hudson  
From: Renu Gupta  
CC: Andrew Nunn, Adam Wood, Alexandra McGoldrick  
Re: **2011 – 2012 Dial-A-Ride Programs**

The Central Grants Department seeks authorization for Mayor Finch to enter into contract with the Connecticut Department of Transportation and the Greater Bridgeport Transit Authority for a Municipal Grant Program (Dial-A-Ride) and to sign all related documents, contracts and resolutions.

The Dial-A-Ride program, through assignment to the Greater Bridgeport Transit Authority, provides group transportation, free of charge, for Bridgeport seniors and people with disabilities. Destinations include various shopping centers; movie theatres; restaurants; outdoor concerts, ballgames and picnics. Dial-A-Ride also serves as a back-up for the Veterans bus which transports Bridgeport vets to the VA Hospital in West Haven. The grant is matched through City of Bridgeport in-kind funds.

Thank you for your attention to this matter and please feel free to call me at 576-7732 with any questions.

ATTESIT  
CITY CLERK  
2011 APR - 8 A 11: 22  
RECEIVED  
CITY CLERK'S OFFICE



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

PROJECT TITLE: DOT Municipal Grant Program – “Dial-A-Ride” Transportation Program

RENEWAL  X  NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

**PROJECT SUMMARY/DESCRIPTION:**

The Dial-A-Ride program, through sub-contract with the Greater Bridgeport Transit Authority, provides group transportation, free of charge, for Bridgeport seniors and people with disabilities. Approximately 6,000 rides are provided each year to destinations such as various shopping centers; movie theatres; restaurants; outdoor concerts, ballgames and picnics. If funds allow, the program may be expanded to include individual transportation to medical appointments. Dial-A-Ride also serves as a back-up for the Veterans bus which transports Bridgeport vets to the VA Hospital in West Haven. The grant is matched through City of Bridgeport in-kind funds.

CONTRACT DATES: July 1, 2011 – June 30, 2012

**PROJECT GOALS AND PROCEDURES:**

1. To provide free group transportation for Bridgeport seniors and people with disabilities so that they can participate in social and recreational activities and remain as healthy and independent as possible
2. To provide back-up transportation for the Office of Veterans Affairs so that the veterans can keep their scheduled medical appointments at the VA Hospital in West Haven.

**IF APPLICABLE**

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

Federal:  
State: \$94,433  
City: Inkind- \$94,433  
Other:

FUNDS REQUESTED

Salaries/Benefits:  
Supplies:  
Transportation/Travel:  
Other (explain): GBTA  
Subcontracts: Yes   No    
If yes, supply listing and dollar amount  
(please attach)

Funds are assigned to GBTA. \$89,433 will be used for group trips; \$5,000 will be issued back to the City for gasoline for the Veterans bus.

**RESOLUTION**

**WHEREAS**, the State of Connecticut, through the Department of Transportation, is authorized to extend financial assistance to municipalities in the form of grants and contracts; and

**WHEREAS**, this funding has been made possible through the Ct. General Statutes, Section 13b-38bb, State matching grant program for elderly and disabled demand responsive transportation; and

**WHEREAS**, funds under this grant are appropriated to municipal governments to be used for Dial-A-Ride program services; and these service will provide needed transportation services to senior citizens and persons with disabilities,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants & Community Development and Department of Public Facilities, submit an application to the Connecticut Department of Transportation in an amount not to exceed \$95,000 for the purpose of providing Dial a Ride program; and

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

That it is cognizant of the City's grant application to the State of Connecticut Department of Transportation and subcontract of the GBTA to operate Dial a Ride Program on behalf of City,

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Connecticut State Department of Transportation for a Dial a Ride Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

COMM.#66-10 Referred to ECD&E Committee on 4/18/2011

Donald C. Eversley  
Director

April 8, 2011

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: Disposition of 60 Circular Avenue; Offer to purchase from  
Brennan's Shebeen Irish Bar and Grill

Dear Honorable Body:

Please find attached for your review and consideration a resolution concerning a proposal from Brennan's Shebeen Irish Bar and Grill to purchase 60 Circular Avenue, a property that the City may soon acquire through strict foreclosure. The company's proposal is also attached.

This resolution is co-sponsored by Council members Susan T. Brannelly and Martin C. McCarthy.

The company Brennan's Shebeen Irish Bar and Grill is a small business, with a long operating history in the City. In many ways, the company is typical of the small owned vendor that the City is trying to promote with its recent MBE initiatives.

A representative of this office will be in attendance at your meeting to address any questions you may have. Thank you for your consideration in this matter.

Sincerely,



Max Perez  
Senior Economic Development Associate

Cc. Mayor Finch  
Andrew Nunn, CAO  
D. Eversley, Director OPED  
Edward Lavernoch, OPED  
Alanna C. Kabel, DCAO  
Atty. R. Liskov, City Attorney  
Thomas White, Legislative Director

RECEIVED  
CITY CLERK'S OFFICE  
2011 APR 11 A 11:20  
ATTACHED  
CITY CLERK

A Resolution by the Bridgeport City Council  
Regarding the Disposition of 60 Circular Avenue

**WHEREAS**, the City of Bridgeport may acquire real property at 60 Circular Avenue (the Property) in 2010 through strict foreclosure; and

**WHEREAS**, Brennan's Shebeen Irish Bar and Grill is a business with 1 years of operating history in Bridgeport; and

**WHEREAS**, Brennan's Shebeen Irish Bar and Grill has expressed a desire to purchase the Property from the City of Bridgeport; and

**WHEREAS**, Brennan's Shebeen Irish Bar and Grill is willing to pay fair market value for the Property Parking is very limited, Brennan's Shebeen Irish Bar and Grill would like to use this space as a parking lot, Brennan's Shebeen Irish Bar and Grill plan on cleaning up the space by repaving, putting lighting for safety reasons and securing; and

**WHEREAS**, it is in the best interests of the City of Bridgeport to support small businesses, and projects such as the one proposed by Brennan's Shebeen Irish Bar and Grill:

**NOW, THEREFORE BE IT RESOLVED,**

Subsequent to the City of Bridgeport's acquisition of 60 Circular Avenue by strict foreclosure, the Mayor or Director of the Office of Planning and Economic Development is authorized to take all necessary actions on behalf of the City of Bridgeport to sell the Property to Brennan's Shebeen Irish Bar and Grill or a commonly owned entity for fair market value.

**FURTHER BE IT RESOLVED,**

The sale of the Property will be subject to zoning compliance, evidence of a financial plan for the proposed improvements, and other reasonable conditions as the Office of Planning and Economic Development may determine, in consultation with the City Attorney's office.

# Letter of Intent to Purchase Real Estate

Buyer: Michael P. Brennan  
Seller: City of Bridgeport  
Re: 60 Circular Avenue

This letter does not create a legally binding obligation on either of the parties or their respective brokers; it is a letter of intent only. This letter of intent is subject to a formal written purchase and sale contract containing the terms and conditions, which the parties agree on and find acceptable.

This letter of intent sets forth certain general terms and conditions for a purchase and sale contract to be entered into concerning the property described below.

Buyer **OR** Seller (CHECK ONE) shall prepare a formal written contract for the purchase and sale of the property described below within 5 banking days after the date this letter is signed by all parties.

Legal Description of real estate located in Fairfield County, State of Connecticut:  
Complete Property Address: 60 Circular Avenue Bridgeport, CT 06605

Purchase Price: Thirty Thousand Dollars (\$30,000.00)  
Due from Buyer at closing, in U.S. Currency or local cashier's check, not including Buyer's closing costs: Thirty Thousand Dollars (\$30,000.00)  
Contract closing date: October 14, 2010

Michael Brennan holds a CT Real Estate License

Agreed by Buyer:

Buyer Signature:  Date: 9-29-2010  
Buyer Name: Michael P Brennan  
Buyer Address: 338 Sturges Road Fairfield, CT Telephone No.: 203-650-5212  
Broker Name: n/a Telephone No.: \_\_\_\_\_

Agreed by Seller:

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Seller Name: \_\_\_\_\_  
Seller Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Broker Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_



 Bird's eye view maps can't be printed, so another map view has been substituted.



## TABLE OF CONTENTS

Letter of Transmittal.....	1-2
Title Page.....	3
Qualifications of the Appraiser.....	4-5
Certificate of Appraisal.....	6
Limiting Conditions.....	7-8
Scope of the Appraisal.....	9
Sales History.....	10-13
Photographs of Subject Property.....	14-15
Purpose of the Appraisal .....	16
Highest and Best Use.....	17
Real Estate Taxes.....	18
Zoning.....	19
Neighborhood Data.....	20
Site Date.....	21-21B
Description of Subject's Improvements.....	22
Tax Assessor's Map.....	23
Appraisal Process.....	24
Cost Approach to Value.....	25
Sales Comparison Approach.....	26-34
Income Approach to Value.....	35

TITLE PAGE

APPRAISAL OF REAL ESTATE  
KNOWN AS:

60 Circular Avenue  
Bridgeport, Connecticut 06605

THIS IS A:

The subject site is a rectangular parcel of land, containing approximately 5,766 square feet of land, improved with some 4,000 square feet of asphalt paved parking area. There are approximately eleven (11) parking spaces.

OWNED BY:

The City of Bridgeport

APPRAISED FOR:

Mr. Michael Brennan  
Brennan's & Shebeen Irish Bar & Grill  
2652 Fairfield Avenue  
Bridgeport, Connecticut 06605

DATE OF APPRAISAL:

February 10, 2011

APPRAISED VALUE:

\$34,000

ENVIRONMENTAL DISCLAIMER:

The appraiser is unaware of the existence of any environmental hazard or issues which may or may not be present on the subject site. The appraiser is not qualified to detect such substances as they may or may not be present. The appraiser by virtue of completing this analysis assumes no liability for any environmental hazards. The appraiser highly recommends an Environmental Phase I study be completed by a qualified expert in that field. The appraiser has retained the right to modify the final estimate of value based upon the completion of the said Phase I Study.

APPRAISED BY:

Steven A. Stollman Appraisal Co., Inc.  
By: Steven A. Stollman #RCG.582  
91 Daniels Farm Road  
Trumbull, Connecticut 06611  
Telephone (203) 268-8115

QUALIFICATIONS OF THE APPRAISER  
STEVEN A. STOLLMAN

Steven A. Stollman is president and principal of the Steven A. Stollman Appraisal Company, Incorporated, specializing in real estate appraising. The Steven A. Stollman Appraisal Company offers the services of full time, real estate appraisers, in the State of Connecticut. Mr. Stollman has been actively engaged in real estate appraising for over forty (40) years, and is a "Certified General Appraiser," in the State of Connecticut.

He has attended and successfully completed the following technical training:

Residential Appraising – University of Connecticut – 1972

Introduction to Property Management – Institute of Real Estate Management – 1972

Residential Appraising – Society of Real Estate Appraisers – 1973

Analysis and Management of Investment Properties – Institute of Real Estate Management – 1973

Depreciation Analysis Seminar – Society of Real Estate Appraisers – 1974

Freddie Mac Seminar Society of Real Estate Appraisers – 1975, 1977, 1980

American Institute of Real Estate Appraisers – Course VIII – 1975

Computer Applications to Appraising – Society of Real Estate Appraisers – 1980

Appraising Apartments – Society of Real Estate Appraisers – 1980

R-41C and the Appraiser – Society of Real Estate Appraisers – 1987

URAR (Uniform Residential Appraisal Report) National Association of Independent Fee Appraisers (NAIFA) Convention – 1987

Northeast Regional Conference & Seminars – National Association of Independent Fee Appraisers – 1989

Relocation Report Writing – National Association of Independent Fee Appraisers – 1989

QUALIFICATIONS OF THE APPRAISER

STEVEN A. STOLLMAN

PAGE - 2 -

Writing and the Narrative Appraisal Report – National Association of Fee Appraisers (NAIFA) – 1989

Economics of Historical Preservation – National Association of Independent Fee Appraisers (NAIFA) – 1990

Professional Standards of Practice – National Association of Independent Fee Appraisers (NAIFA) – 1991 & 1996 & 2001

1994 Executive Relocation Forum – The Relocation Information Service, Incorporated – September 13, 1994

He holds or has held the following offices and educational degrees:

Past President – Fairfield County Chapter of the National Association of Independent Fee Appraisers – 1989, 1990, 1991, 1992

Bachelor of Science (B.S.) –Marketing, University of New Haven – 1971

Past Vice-President – Fairfield County Chapter of the National Association of Independent Fee Appraisers – 1986, 1987, 1998, 1999 & 2000

Past President – Greater Trumbull Chapter of the National Association of Independent Fee Appraisers – 1983, 1985

Past Member, The Board of Directors, Greater Bridgeport Board of Realtors

Realtor Member – Greater Bridgeport Board of Realtors

Past State Director – Connecticut Association of Realtors – 1975, 1976

Realtors Associate of the Year 1975 – Greater Bridgeport Board of Realtors

Mr. Stollman has been nominated, has accepted and is listed in the 1992 issue of Who's Who in Connecticut, Oxford's Who's Who, 1993, both national publications. Mr. Stollman has done numerous appraisals for attorneys, corporations, lending institutions, employee relocation companies and individuals on a fee basis for corporations such as: MGIC, PMI Insurance Corporation and The Massachusetts Company. Mr. Stollman and is approved as an appraiser with the Resolution Trust Corporation (RTC) and the Federal Depositors Insurance Corporation, (FDIC). He has also qualified as an expert witness in the Superior Court, State of Connecticut.

## CERTIFICATE OF APPRAISAL

The undersigned does hereby certify as follows:

- 1.) That, I have personally inspected the interior and exterior of the property herein appraised;
- 2.) I have no present or contemplated future interest in the real estate this is the subject of this appraisal report;
- 3.) I have no personal direct interest or bias with respect to the subject matter of this appraisal report or the parties involved.
- 4.) To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct;
- 5.) This appraisal report sets forth all the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions or conclusions contained in this report.
- 6.) That no pertinent information has been knowingly been withheld;
- 7.) That neither my employment nor the compensation for making this appraisal and report are in any way contingent upon the value reported herein;
- 8.) The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- 9.) This appraisal report has been made in conformity with and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).
- 10.) No one other than the undersigned or (or any one also signing a Certificate of Appraisal) prepared the analysis, conclusions and opinions concerning the real estate which is the subject of this report, that are set forth or contained herein;
- 11.) In accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), the appraiser has the appropriate knowledge and experience required to complete a real estate appraisal of the subject property's type. Reference is hereby made to the appraiser's qualifications.

  
Steven A. Stollman (# RCG.000582)

## LIMITING CONDITIONS

This appraisal of real estate is made expressly subject to the following assumptions and limiting conditions:

- 1.) The legal description is assumed to be correct. We assume no responsibility for matters legal in nature or character nor do we render any opinion as to the title, which is assumed to be good. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management. We, recognize, however, that the purchaser will most likely take advantage of the maximum available financing, and the effects of such financing upon the probable selling price have been considered.
- 2.) Any sketches, plot plans, maps or photographs are included solely to assist the reader in visualizing the property. Any survey included or referred to have been made by others. We believe the above to be substantially correct, however, absolute accuracy is not assumed.
- 3.) Information contained in this report, have been carefully checked and is believed to be reliable. No responsibility is assumed for the accuracy of the information obtained from the owner, from representatives of the owner nor from other informed persons and from other sources of information.
- 4.) Unless otherwise stated, mechanical equipment, heating and plumbing systems, and electrical systems have not been specifically tested, and we assume that they are in good working order and adequate to the needs of the property.
- 5.) This report may be used only in its entirety and only by the principals identified in the cover letter. Any other use is expressly prohibited without previous written authorization.
- 6.) The appraisers by reason of this appraisal, is prepared to give testimony and attendance in court with reference to the property in question and the interest therein provided satisfactory negotiations have been made in advance for attendance in court, while under subpoena, or for any pretrial purposes requested by legal counsel for the owner or owners.
- 7.) The distribution of total value between site and improvements applies only under the existing programs of utilization. The separate valuation for site and for improvements must not be used in conjunction with any other appraisal or use, and is invalid if so used.

## LIMITING CONDITIONS

- 8.) The appraiser is unaware of the existence of any environmental hazard or issues which may or may not be present of the subject site. The appraiser is not qualified to detect substances as may or may not be present. The appraiser by virtue of completing this analysis assumes no liability for any environmental hazards. The appraiser highly recommends an Environmental Phase I Study by ordered and completed by a qualified expert in that field. The appraiser retains the right to modify the final value based upon the completion of said Phase I Study.
  
- 9.) The American with Disabilities Act (ADA) became effective on January 26, 1992. I have not made a specific compliance survey and analysis of the subject property to determine whether or not the subject is subject to the requirements of the ADA and if it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements could reveal that the subject property is not in compliance with one or more requirements of the act. If so, this could have an effect on the value expressed herein.

## SCOPE OF THE APPRAISAL

The scope of the appraisal is interpreted as the extent of the process of collecting, confirming and reporting data. The scope limits and sets parameters of the assignment and size of the report, in relation to the significance of the appraisal problem.

In order to prepare this appraisal, the scope included but was not limited to the following;

- 1.) A physical inspection of the neighborhood and interior and the subject property was made;
- 2.) An examination of the local town hall's public records for factual data on the subject was made;
- 3.) Information on comparable land sales, construction costs and accrued depreciation was gathered, confirmed and analyzed;
- 4.) Information on improved sales, rents and/or expenses was gathered, confirmed and applicable;
- 5.) A review of available Tax Assessor's Maps, Surveys, and local zoning regulations;
- 6.) An analysis of current physical, financial and governmental trends was made.

## SALES HISTORY

In order to conform with the Uniform Standards of Professional Appraisal Practice (USPAP) a three-year sales history of the subject property is as follows:

GRANTOR:	Grover's Common Condominiums II, aka Grove Condominium Association
GRANTEE:	City of Bridgeport
VOLUME: / PAGE:	Volume: 8345 Pages: 69 - 71
DEED DATE:	December 28, 2010
SALES PRICE:	Committee Deed
CURRENTLY LISTED FOR SALE:	No
CURRENT LISTING PRICE:	N/A

Prior to this transfer the following transfers occurred;

GRANTOR:	Circular Avenue Apartments
GRANTEE:	Grover's II Condominium Association
VOLUME: / PAGE:	Volume: 1665 Page: 207
DEED DATE:	February 26, 1982
SALES PRICE:	Quit Claim Deed

WARRANTY DEED

FORECLOSURE BY SALE  
COMMITTEE DEED  
JC-CV-74 Rev. 8-10  
C.G.S. § 7-24

STATE OF CONNECTICUT  
SUPERIOR COURT  
www.jud.ct.gov

Name of person submitting deed for recording:  
WACT SPAVER  
Address:  
MARCELUS LAW FIRM  
275 BRANFORD RD  
PO BRANFORD CT 06471

PK 2345621  
INST 00032121  
25

WHEREAS, by judgment of Foreclosure by Sale rendered on (date) 02/24/2016, by the Superior Court for the  
Judicial District of Fairfield, being Docket No. FBI CV 06-5013280 S, wherein  
City of Bridgeport

\_\_\_\_\_ is Plaintiff and Grover's Common Condominium II a/k/a Grove  
Condominium Association is Defendant,  
brought by complaint dated 12/17/2007 claiming a foreclosure of a mortgage lien on premises known as  
(street, lot #, or other) 60 Circular Avenue, Bridgeport

\_\_\_\_\_ of Connecticut was duly appointed Committee ("Committee")  
and directed to sell the premises and convey the same to the purchaser, and

WHEREAS, the Committee has sold the premises in all respects pursuant to the Judgment to

City of Bridgeport  
\_\_\_\_\_ of Bridgeport, Connecticut

for the sum of  
Thirty Thousand (\$ 30,000.00 ) DOLLARS, and

WHEREAS, the sale has been ratified and confirmed by the Superior Court, which appears of record in the file in the  
Superior Court, to which reference is herein made.

NOW KNOW YE, THAT I, Margaret C. DiCicco, Esc.  
Committee, pursuant to the authority and direction given to me as aforesaid and in consideration of the sum of

Thirty Thousand (\$ 30,000.00 ) DOLLARS received to my full satisfaction of

City of Bridgeport ("Grantee(s)"), do hereby bargain, sell, transfer and convey unto

City of Bridgeport and unto his/her their successors and assign forever a parcel of land,  
together with the improvements thereon, known as (street, lot #, other) 60 Circular Avenue, Bridgeport,

Connecticut, and being more particularly bounded and described on Exhibit A, attached hereto and made a part thereof.

(continued on back/page 2)

CONVEYANCE TAX RECEIVED  
0 CITY 0 STATE  
BRIDGEPORT TOWN CLERK'S OFFICE

WARRANTY DEED

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the Grantee(s), his/her/their successors and assigns forever to his/her/their and his/her/their own proper use and behoof.

And I, the Committee do covenant with the Grantee(s), his/her/their successors and assigns forever, that I have full power and authority as a Committee to grant and convey the above-described premises in manner and form aforesaid.

The premises are conveyed to the Grantee(s) free and clear of the mortgage/lien being foreclosed, and of all claims subsequent in right thereto, the holders of which are bound by this action.

Said premises are conveyed subject to (a) all prior liens and encumbrances which are prior in right to the mortgage/lien foreclosed; (b) all taxes, sewer assessments and sewer use charges (if any); (c) all building, building line and zoning regulations of the Town of Bridgeport and all other governmental regulations and provisions of any public or private law; and (d) such state of facts that an accurate survey or personal inspection of the premises would disclose.

PK: 2345 PG: 70  
INST: 00032121

Signed subject to the approval of the Superior Court this 26 day of August 20 16

Signed in the presence of:

X Asha Cunningham Print name of signer Asha Cunningham

X James L. O'Rourke Print name of signer James L. O'Rourke

Committee: Margaret C. DiCicco Print name of committee Margaret C. DiCicco

STATE OF CONNECTICUT

COUNTY OF Fairfield SS. Stratford

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August 20 16

by Margaret C. DiCicco, Esq. COMMITTEE

Signed James L. O'Rourke Print name of person signing at test James L. O'Rourke  
Commissioner of the Superior Court/Court Clerk/Notary Print name of person signing at test Notary's Commission Expires

The foregoing committee deed is approved this 17<sup>th</sup> day of September 20 16

Judge of the Superior Court: [Signature]

# WARRANTY DEED

BK: 8345 PG: 71  
INST: 00032121

Issued by:

LEGAL TITLE SERVICES, LLC

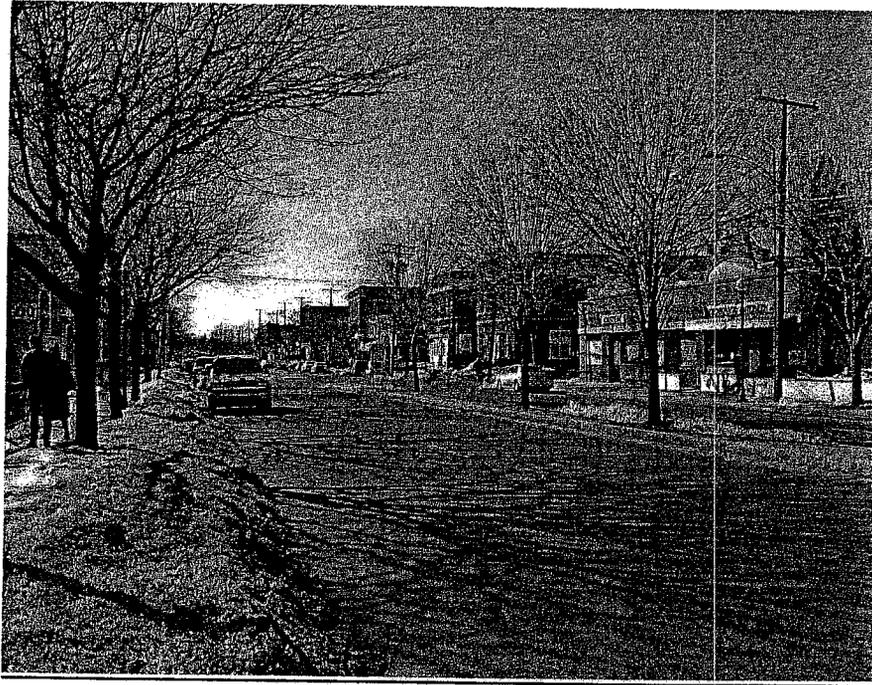
## SCHEDULE A DESCRIPTION

LEGAL TITLE NO.: 10-105196

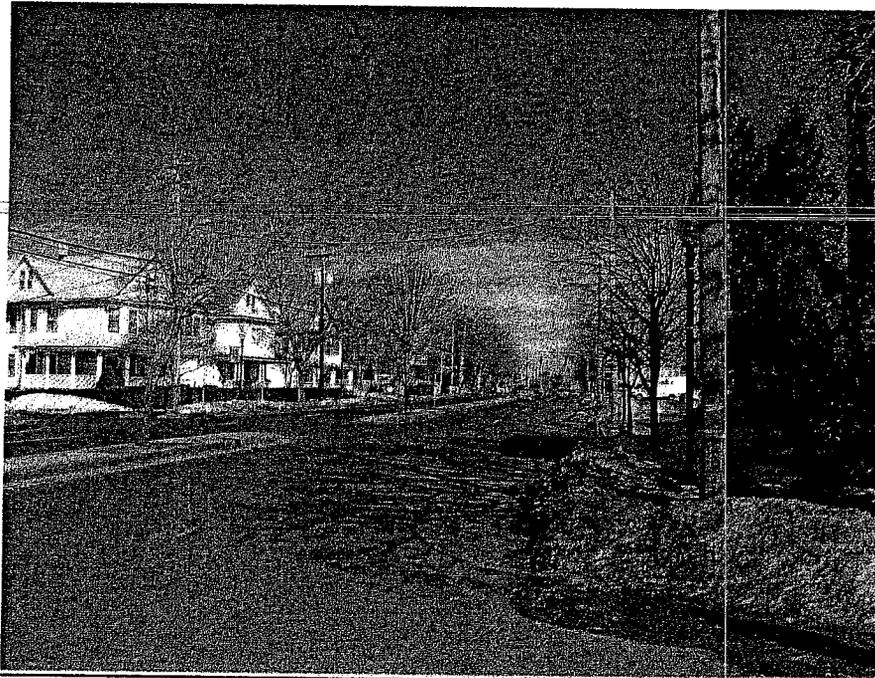
All those certain piece or parcels together with the buildings and improvements located thereon situated in the City of Bridgeport, County of Fairfield and State of Connecticut, being known and designated as Parcel B on a certain map entitled "Map of Property, GROVER'S COMMON CONDOMINIUM II, Circular Avenue & Ellsworth Street Bridgeport, Connecticut, Prepared for Circular Avenue Apartments, Inc.," made by J & D Kasper & Associates, dated September 18, 1981, certified substantially correct by Joseph L. Alberti, R.L.S., and on file in the Bridgeport Town Clerk's Office, reference to which may be made for a more particular description of said parcel. Reference is further made to the Declaration of Condominium dated February 24, 1982 and recorded in Volume 1665 at Page 208 of the Bridgeport Land Records.

RECEIVED FOR RECORD  
Dec 18 2010 02:26:18P  
ALMA L. HAYG  
TOWN CLERK  
BRIDGEPORT, CT

PHOTOGRAPHS OF SUBJECT PROPERTY

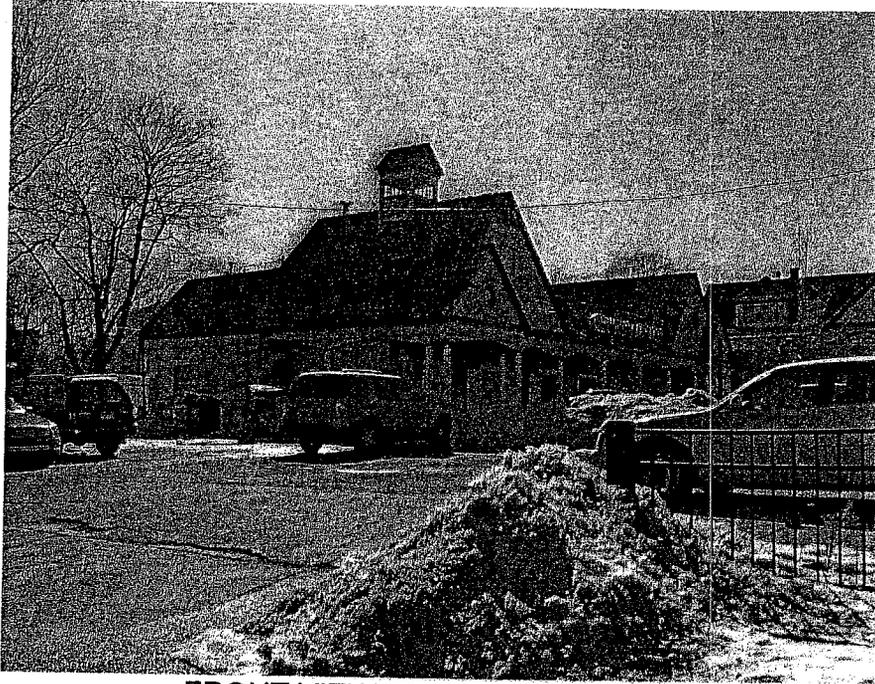


STREET VIEW WESTERLY

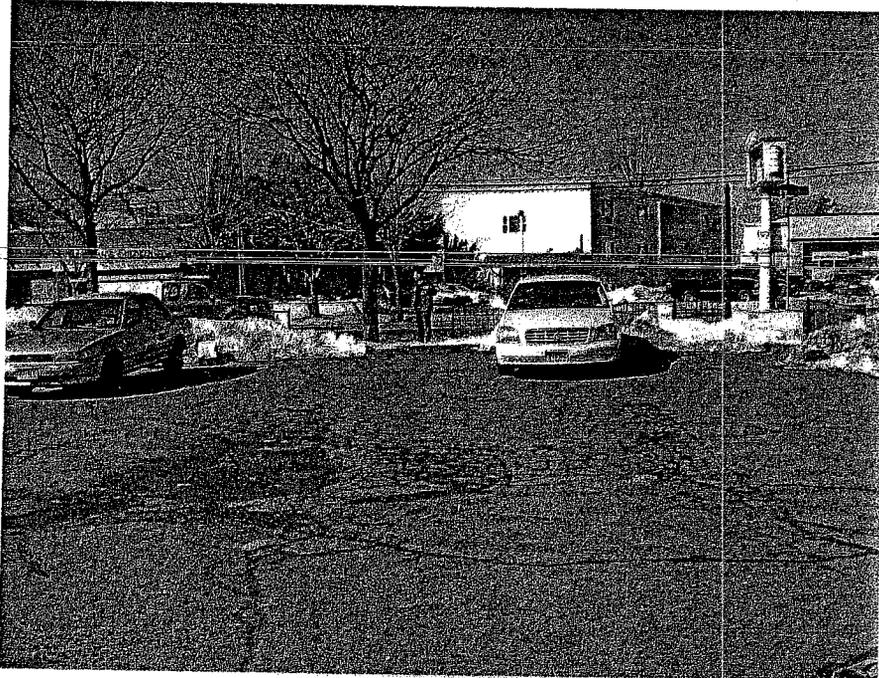


STREET VIEW EASTERLY

PHOTOGRAPHS OF SUBJECT PROPERTY



FRONT VIEW (ONLY PAKING LOT)



REAR VIEW

## PURPOSE OF THE APPRAISAL AND DEFINITION OF VALUE

The purpose of the appraisal is to estimate the Market Value of the Fee Simple Estate of the subject property.

Market Value is defined by OCC Rule 12 CFR 34.42 (f) as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date, and the passing of title from seller to buyer under conditions whereby:

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby;

- 1.) Buyer and seller are typically motivated;
- 2.) Both parties to the transaction are well informed or well advised and each is acting in what he or she considers his or her own best interests.
- 3.) A reasonable time is allowed for exposure in the open real estate market;
- 4.) Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
- 5.) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

NOTE: A reasonable time is understood to be within one (1) year,

## HIGHEST AND BEST USE

Highest and best use as defined in the Real Estate Appraisal Terminology, published jointly by the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers, edited by Byrl N. Boyce, Ph.D. is:

"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonable, probable and legal alternatives, found to be physically possible appropriately supported, financially feasible, and which result in the highest land value.

The definition immediately above applies specifically to the highest and best use of the land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may well be determined to be different from existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use".

The subject site affords some 50 feet of road frontage along the southerly side of Fairfield Avenue and some 115 feet of road frontage along Circular Avenue and contains a total site area of .13 of an acre or 5,766 square feet of land area. The subject site is essentially rectangular in shape and its topography is level at road grade.

The subject site is designated as being situated in an OR-S Office, Retail Store-Front Zoning District. The subject's current use is a legal, non-conforming use of the subject site. Due to the subject's small site size and current zoning regulations it is the appraiser's professional opinion that any kind of future commercial use is highly limited and that the present use as a parking lot for a highly limited number of other local commercial users, which represent's the highest and best use of the subject site.

After considering the zoning, size of the subject land, condition of the present property improvements and the needs of the area, the appraiser has concluded that the highest and best use of the subject property would be for a continuation of the existing use as asphalt paved parking lot as allowed under current Zoning Regulations.

## ZONING

The subject property was formerly designated as designed as an Office, Retail Storefront District (OR-S) Zone under current zoning regulations for the City of Bridgeport, which allows for the following:

MINIMUM SITE SIZE:	5,000 Square Feet
MINIMUM LOT WIDTH:	Sixty Feet (60)
USES:	Use permitted by right include two or three family and multi family residences, home occupations customarily conducted in a dwelling as dress making, doctors, dentists, accountants, real estate, architects, accountants, attorneys, insurance agents, tutors, barber shops, beauty parlors and other uses as permitted under Zoning Regulations of the City of Bridgeport.
MINIMUM AREA:	5,000 Square Feet
MAXIMUM BUILDING COVERAGE:	Sixty-Five 65% Percent
MINIMUM SIDE YARD:	Ten Feet (10)
MINIMUM REAR YARD:	Ten Feet (10)
MAXIMUM HEIGHT	Thirty-five Feet (35)

## NEIGHBORHOOD DATA

GENERAL DESCRIPTION: Fairfield Avenue (Route One) is a heavily traveled roadway directly linking from the New York border in Greenwich and running through the State of Connecticut. The subject property is situated in the Black Rock section of the City of Bridgeport in close proximity the borders of the neighboring Town of Fairfield and the City of Bridgeport. The subject neighborhood is comprised of a mixture of local commercial and residential uses.

PERCENTAGE BUILT UP AND OVERALL TREND: Essentially ninety-nine (99%) percent built up and the overall trend is stable.

TYPICAL IMPROVEMENT AND LEVEL OF MAINTENANCE: Variety of uses.

ACCESS: Good access to Interstate Ninety Five (I-95) located within a short driving distance.

PUBLIC IMPROVEMENTS: Asphalt paved street and concrete sidewalks and gutters, all publicly maintained.

NEIGHBORHOOD TREND: Continued mixed uses.

CONCLUSION: The subject benefits from it's location on the popular Fairfield Avenue (Route One) roadway. However, attributed to the current economic climate there is an abundance of vacant small and larger retail commercial space running along the Route One corridor which may take years to stabilize.

SITE DATA

DIMENSIONS – SHAPE:

The subject site is a rectangular parcel of land, containing approximately 5,766 square feet of land, improved with some 4,000 square feet of asphalt paved parking area. There are approximately eleven (11) parking spaces.

TOTAL SITE AREA:

5,766 square feet of land.

ZONING:

The subject site is designated as being situated in an Office-Retail General Business District (GBD) Zone under current zoning regulations for the City of Bridgeport.

TOPOGRAPHY:

Level at road grade.

UTILITIES:

Telephone, gas, electric, public water and city sewers.

STREET IMPROVEMENTS:

Asphalt paved road, concrete curbs and sidewalks, all publicly maintained.

SITE IMPROVEMENTS:

The subject site is only improved with fence.

ENVIRONMENTAL CONCERNS:

The appraiser is unaware of the existence of any environmental hazard or issues which may or may not be present on the subject site. The appraiser is not qualified to detect such substances as they may or may not be present. The appraiser but virtue of completing this analysis assumes no liability for any environmental hazards. The appraiser highly recommends an Environmental Phase I study be completed by a qualified expert in that field. The appraiser has retains the right to modify the final estimate of value based upon the completion of the said Phase I Study.

## DESCRIPTION OF SUBJECT'S IMPROVEMENTS

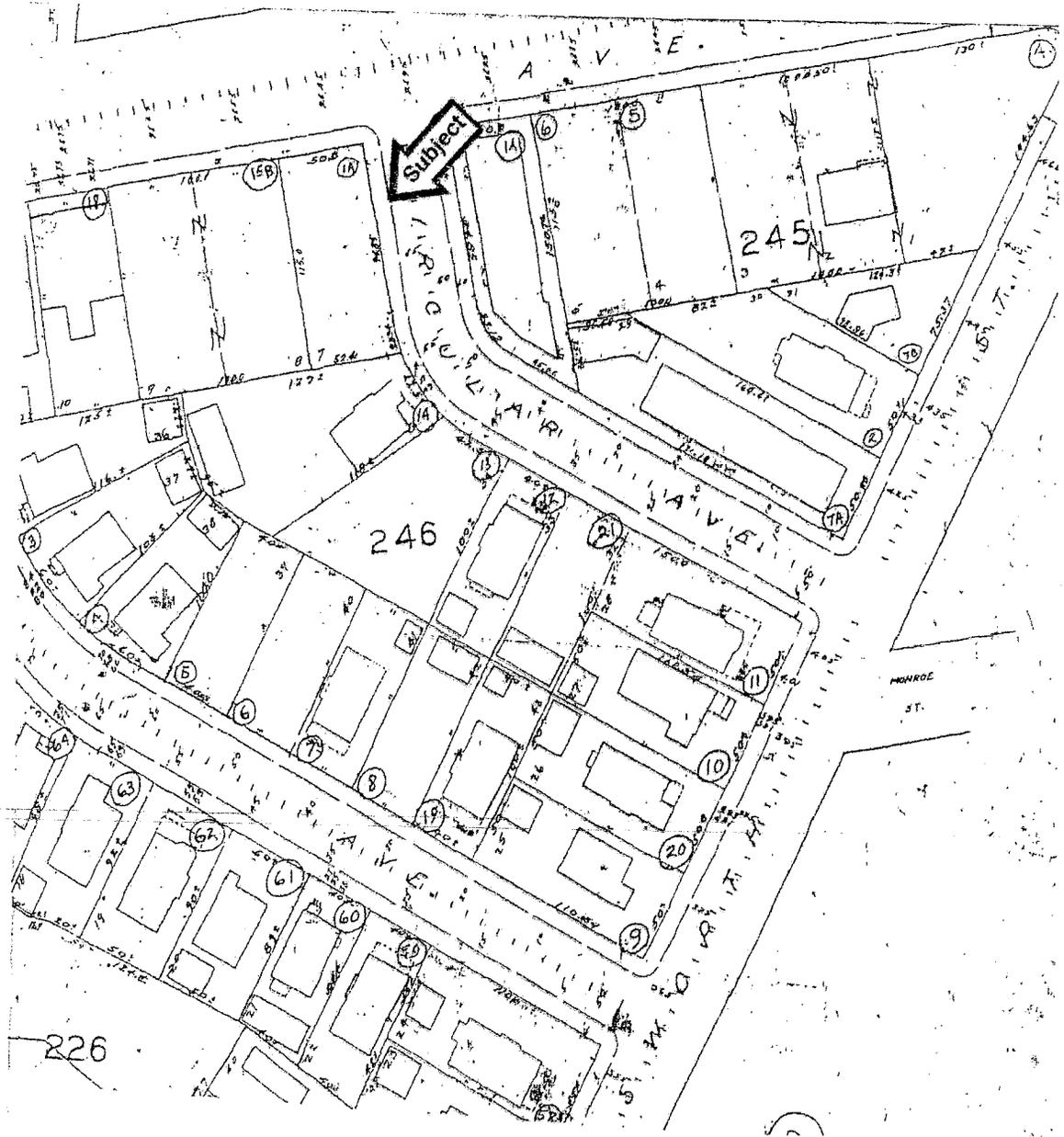
The subject site is a rectangular parcel of land, containing approximately 5,766 square feet of land, improved with some 4,000 square feet of asphalt paved parking area. There are approximately eleven (11) parking spaces and there is fencing along the exterior perimeter. The subject site is well contoured and its topography is level at road grade. The subject property was formerly owned by Grovers II Condominium Associated, at al. and was transferred to the City of Bridgeport via a Foreclosure by Sale Committee Deed on December 28, 2010

The subject site is identified by the Tax Assessor's Office of the City of Bridgeport as Section 2, block 0246 lot 1/A.

The subject site affords some 50 +/- feet of road frontage along the Southerly side of Fairfield and some 115 +/- feet of road frontage along Circular Avenue.

The appraiser was able to inspect the subject property, and based upon the appraisers physical inspection the asphalt paving appears to be structurally sound and adequately maintained, with normal wear and tear in evidence.

TAX ASSESSOR'S MAP OF SUBJECT SITE



REAL ESTATE TAXES

MILL RATE: 38.9 Mills  
PAST ASSESSMENT: 30,350  
VALUATION: 70%  
DATE OF REVALUATION: October 1, 2010

Based upon the preceding data, calculations for annual Real Estate Taxes are as follows:

Assessment \$ 33,350 @ 38.9 Mills = \$ 1,180.62 annually

## APPRAISAL PROCESS

In order to arrive at an estimate of market value for the subject property, it is necessary to assemble as much information that is considered pertinent to the appraisal problem as is available from the market. This information is then utilized in three different approaches: Sales Comparison Approach, Income Approach and the Cost Approach. Each approach represents an alternative course of action that a purchaser might take. Each is based on the Principle of Substitution, which states that an informed purchaser would pay no more for a property (the property being appraised) than the cost to him to acquire a substitute property with the same utility as the subject property.

All three approaches have been considered for use in this report.

In the Cost Approach, an estimate of the site value is first derived by a comparison of other similar sites, which have sold to the subject site. An estimate is then made of the cost of reproducing the subject improvements at today's costs. From this is deducted the estimated loss in value through diminished utility, whether it be physical, functional or locational causes. All such estimates of loss in value through diminished utility are taken from market evidence. The indicated value from this approach is then the sum of the site value plus the net value of the improvements.

In the Income Approach, an estimate is made of the market rent, which the subject property might command based on the rental of competitive properties. Expenses are deducted from estimated gross income to arrive at a net income before recapture. The net income stream is capitalized into an indication of value utilizing the method and technique, which is considered applicable.

The Sales Comparison Approach utilizes the sales of similar properties as a basis for an indication of value for the subject. Comparisons are made between the sales properties and the subject on an item-by-item basis in such areas as physical characteristics and others indicated by the market. Adjustments are made to the sales price of the comparative property to arrive at an indication of what the property would have sold for had it had it been essentially similar to the subject property. These adjusted sales prices are then correlated into an indication of value by this approach.

After arriving at an indication of value by each of the three approaches, they are then correlated into a single conclusion of value based on the approach which has the highest quantity and quality of data and which the appraiser typically has the greatest confidence.

## THE COST APPROACH TO VALUE

The Cost Approach is predicated on the assumption that one alternate course of action an investor can take is to bring into production a similar property with the same utility. This approach assumes that the projected improvements represent the highest and best use of the site. That is, the improvements are neither an over improvement nor an under improvement.

These following steps are as follows in processing the Cost Approach:

- 1.) Estimating the value of the land.
- 2.) Estimate the reproduction cost new of the improvements.
- 3.) Deduct the estimated accrued depreciation from all causes.
- 4.) Add the estimated value of the land to the depreciated cost of the improvements to arrive at an indicated value of the property.

This approach provides an estimate of property value as the sum of site value plus the present worth of the improvements. The Cost Approach to value was not fully developed for use herein attributed to the subject being basically vacant land.

## SALES COMPARISON APPROACH

The Sales Comparison Approach is predicated on the assumption that an informed prudent purchaser would pay no more for a property than the cost to him of acquiring a substitute property with the same utility. This approach is traditionally given the greatest weight by appraisers and the courts as it directly reflects the actions of buyers and sellers acting in the open real estate market.

My investigation of comparable land sales data in the subject area revealed the following:

COMPARABLE SALE NUMBER ONE

ADDRESS: 1708 & 1726 Stratford Avenue  
Bridgeport, Connecticut

GRANTOR: Estate of Anthony DeBiase

GRANTEE: Vivian Prete

DATE OF SALE: July 09, 2009

SALES PRICE: \$ 67,000

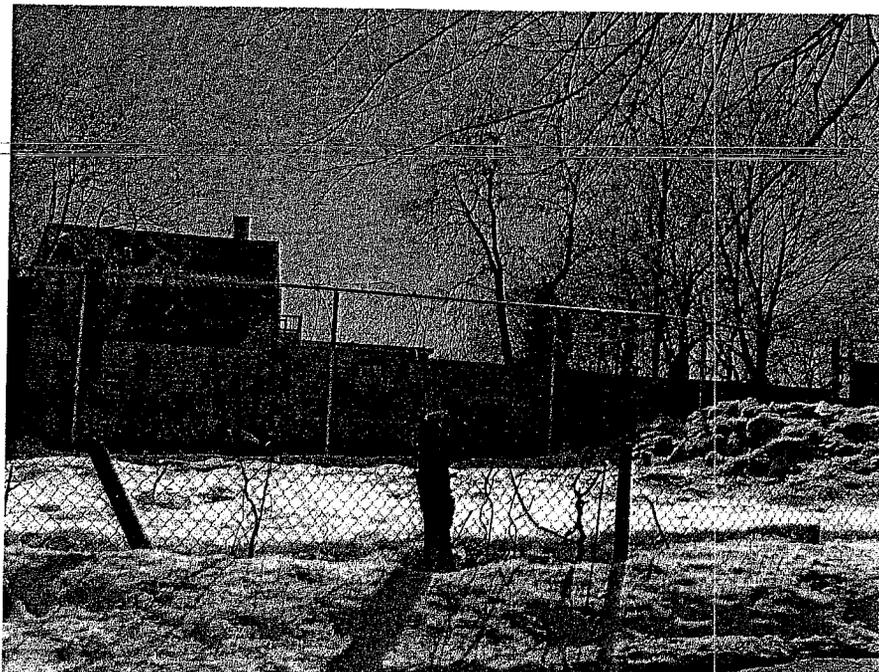
FINANCING: None

REFERENCE: Volume: 8057 / Page: 341

LOT SIZE: 17,200 Square Feet

ZONING: ORS

COMMENTS: This sale consisted of a vacant parcel of land situated in an ORS Zone. This sale is considered to be superior to the subject property in site size and Real Estate Market (Date of Sale). Further is considered to be inferior to the subject in location and superior to the subject in date of sale.



UNADJUSTED SALES PRICE PER SQUARE FOOT OF GROSS AREA:\$3.90

COMPARABLE SALE NUMBER TWO

ADDRESS: 1096 Stratford Avenue  
Bridgeport, Connecticut

GRANTOR: Michael Xu

GRANTEE: Isre LLC

DATE OF SALE: September 23, 2009

SALES PRICE: \$ 15,000

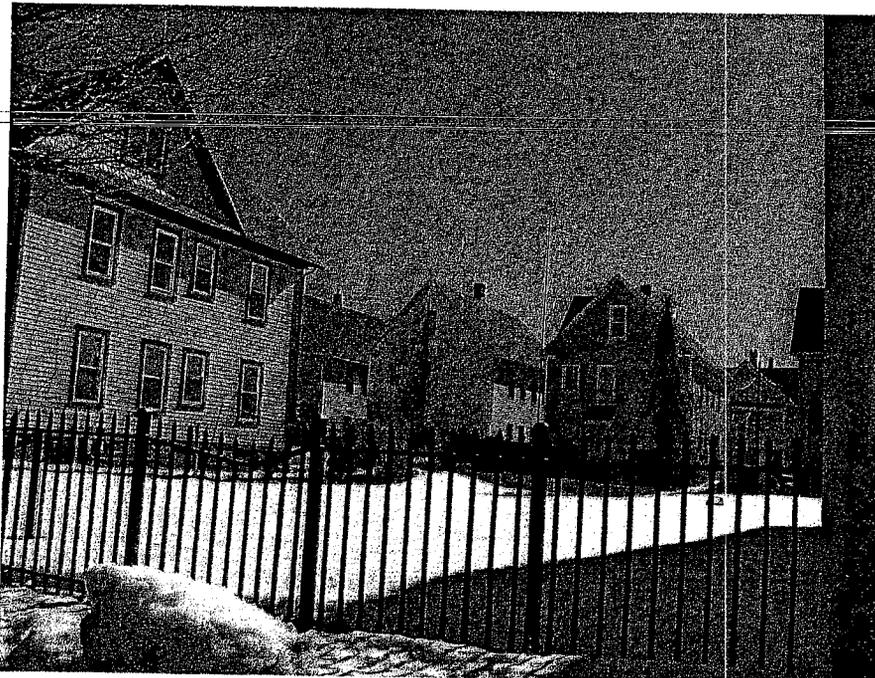
FINANCING: None

REFERENCE: Volume: 8095 / Page: 190

LOT SIZE: 4,800 Square Feet

ZONING: ORG Zone

COMMENTS: This sale consisted of a vacant parcel of land situated in an ORG Zone. This sale is considered to be superior to the subject property in site size and Real Estate Market (Date of Sale). Further is considered to be inferior to the subject in location and superior to the subject in date of sale.



UNADJUSTED SALES PRICE PER SQUARE FOOT OF GROSS AREA: \$3.12

COMPARABLE SALE NUMBER THREE

ADDRESS: 674 Shelton Street  
Bridgeport, Connecticut

GRANTOR: City of Bridgeport.

GRANTEE: Pivot Ministries

DATE OF SALE: January 20, 2010

SALES PRICE: \$17,000

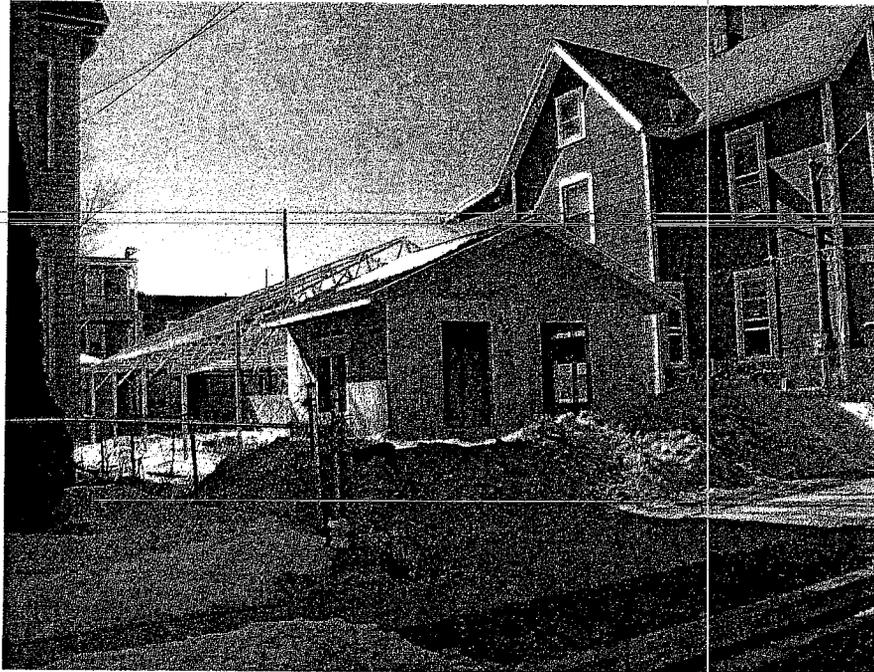
FINANCING: No Mortgage

REFERENCE: Volume: 8163 / Page: 258

LOT SIZE: 3,380 Square Feet

ZONING: RC Zone

COMMENTS: This sale consisted of a vacant parcel of land situated in a Residential RC Zone. At the time of inspection construction is ongoing on what appears to be a small church. This sale is considered to be inferior to the subject in location and zoning.



UNADJUSTED SALES PRICE PER SQUARE FOOT OF GROSS AREA: \$5.02

COMPARABLE SALE NUMBER FOUR

ADDRESS: 244 Seaview Avenue  
Bridgeport, Connecticut

GRANTOR: Velaj, Nrec et al

GRANTEE: Violeta Kola

DATE OF SALE: November 4, 2010

SALES PRICE: \$30,667

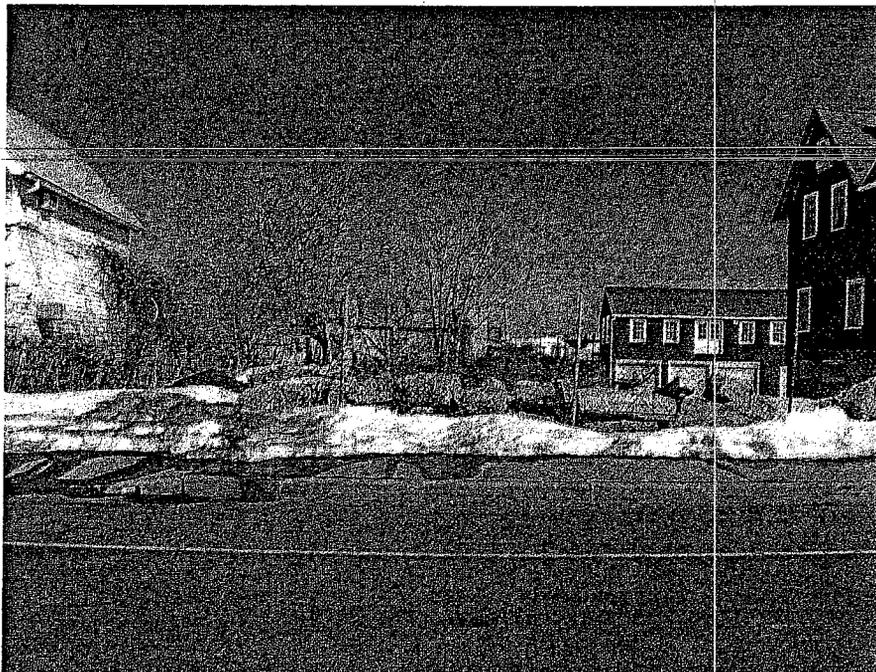
FINANCING: No Mortgage

REFERENCE: Volume: 8319 / Page: 22

LOT SIZE: 8,000 Square Feet

ZONNG: RBB formerly Light Industrial

COMMENTS: This sale consisted of a vacant parcel of land situated in an RBB Zone and was formerly zoned Light Industrial. This sale is considered to be superior to the subject property in site size and date of sale and is considered to be inferior to the subject in location.



UNADJUSTED SALES PRICE PER SQUARE FOOT OF GROSS AREA: \$3.83

CURRENT LISTING NUMBER FIVE

ADDRESS: 848 Maplewood Avenue  
Bridgeport, Connecticut

GRANTOR: N/A

GRANTEE: 848 Maplewood Associates, LLC

LISTING PRICE: \$33,000

LOT SIZE: 7,405 Square Feet

ZONING: ORN Zone

COMMENTS: This listing consists of a vacant parcel of land situated in an ORN Zone. This sale is considered to be superior to the subject property in site size.



UNADJUSTED LISTING PRICE PER SQUARE FOOT OF GROSS AREA: \$4.45

CURRENT LISTING NUMBER SIX

ADDRESS: 1126 Stratford Avenue  
Bridgeport, Connecticut

GRANTOR: N/A

GRANTEE: William & Guillermo Marin

LISTING PRICE: \$50,000

LOT SIZE: 4,792 Square Feet

ZONNG: ORG Zone

COMMENTS: This listing consists of a vacant parcel of land situated in an ORG Zone. This listing is considered to be inferior to the subject property in location.



UNADJUSTED LISTING PRICE PER SQUARE FOOT OF GROSS AREA: \$10.43

SUMMARY OF SALES DATA

<u>#</u>	<u>DATE SALE</u>	<u>SALES PRICE</u>	<u>LAND SIZE</u>	<u>SP/ SQFT</u>
1	07/09/2009	\$ 67,000	17,200	\$ 3.90
2	09/23/2009	\$ 15,000	4,800	\$ 3.12
3	01/20/2010	\$ 17,000	3,380	\$ 5.02
4	11/04/2010	\$ 30,667	8,000	\$ 3.83
5	Listing	\$ 33,000	7,405	\$ 4.45
6	Listing	\$ 50,000	4,792	\$10.43

## ANALYSIS OF SALES DATA

The six (6) comparable sales utilized herein produced an **unadjusted sales price per square foot** of land ranging from a low of \$3.12 to a high of \$10.43 per square foot. Financing was considered on all sales but deemed to have no affect on price.

Typically the smaller the site size the greater the price paid per square foot of building area including land. Conversely, the larger the site area the smaller the price paid per square foot of building area including land. Comparable Sale Numbers Two, three, four, five and six represents the sales most similar in site area and Comparable Sale Number One occurred in superior real estate market. The real estate market for commercial sites similar to the subject property is very low due to the sluggish real estate market and the limited site size for potential construction. Properties similar to the subject typically only appeal to property owners which abut the subject site or are in very close proximity. They utilize areas similar to the subject as parking for their patrons. In fact in the past the subject property was utilized by an abutting condominium complex, Grover's Condominium.

All significant elements of comparison were considered. They included but was not limited to; date of sale, financing, age, site size, building size, quality of construction, zoning, topography and location, etc.

In addition to researching recent comparable sales data the appraiser also investigated currently available for sale from within the subject city designated as Current Listing Numbers Five and Six.

Based again upon local and national news articles the current economic downturn is expected to continue both locally and national especially on small commercial users.

After analyzing all available comparable sales, assigning the greatest weight equally to all sales data and after making the necessary adjustments to reflect the differences between the subject property and the comparable sales, the indicated Market Value of the subject property, as of February 10, 2011 was \$5.85 per square foot of land. Therefore, the subjects 5,776 square feet @ \$5.85 per square foot of land, indicates a total of \$33,789 say \$34,000.

## INCOME APPROACH TO VALUE

The Income Approach results in an estimate of the amount that an investor would be justified in paying to acquire the right to receive an income stream (N.O.I.) of a specific amount, with specified characteristics of time, duration, stability and risk. The indicated value is the present worth of this anticipated income stream (N.O.I.).

The Income Approach to value was not fully developed for use in this report, as this type of property is a small parking lot, small in size and generally not purchased for future income stream potential. Hence the Income Approach to Value was fully not fully developed for use herein.

Resolution

By Council Member Andre F. Baker Jr., 139<sup>th</sup> District

For introduction at the meeting of the City Council to be held on April 18, 2011.

For referral to the Committee on Budget and Appropriations

Resolution to establish a fee for the preparation of an affidavit by the City of Bridgeport Office of Vital Statistics.

**Whereas**, Office of Vital Statistics staff do not notarize nor prepare affidavits for the public.

**Whereas**, staff have estimated that approximately one hundred such requests are made each year for such services.

**Whereas**, revenue can be generated by the preparation of affidavits for the public.

**Whereas**, the statutory fee for notarization is \$5.00 per signature.

**Be it resolved** that a fee of \$25.00 be established for the preparation of an affidavit by the Office of Vital Statistics

Submitted Andre F. Baker Jr. 4-13-11  
Andre F. Baker Jr. Date

RECEIVED  
CITY CLERK'S OFFICE  
2011 APR 13 P 3:59  
ATTEST  
CITY CLERK

Resolution

By Council Member Andre F. Baker Jr., 139<sup>th</sup> District

For introduction at the meeting of the City Council to be held on April 18, 2011.

For referral to the Committee on Budget and Appropriations

Resolution to establish a fee for all genealogical searches in the Office of Vital Statistics.

RECEIVED  
CITY CLERK'S OFFICE  
2011 APR 13 P 3:59  
ATTEST  
CITY CLERK

**Whereas**, Connecticut General Statute 7-51a states that members of genealogical societies incorporated or authorized to do business or conduct affairs in this state shall have full access to all vital records.

**Whereas**, the Bridgeport Assistant Registrar of Vital Statistics researches public requests for genealogical searches for no charge.

**Whereas**, these genealogical searches require an inordinate amount of time to conduct.

**Whereas**, genealogical societies charge hourly fees for researches plus the cost of the record for such searches.

**Be it resolved** that a \$40.00 fee for all searches requested by the public be established.

**Be it resolved** that the fee include the cost of the certified copy, if found.

**Be it resolved** that the fee be payable at the time of the request

Submitted Andre F. Baker Jr. 4-13-11  
Andre F. Baker Jr. Date

**\*44-10 Consent Calendar**

Letter of Commitment – Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP – Urban Program; State Project No. 15-352.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: April 18, 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:

## **\*44-10 CONSENT CALENDAR**

### **RESOLUTION**

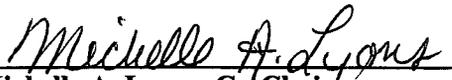
State Project No. 15-352

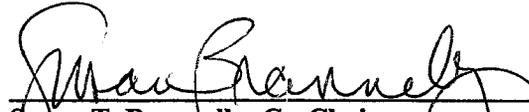
Federal Aid Project No. Unknown

**RESOLVED**, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment, Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP-Urban Program" and any and all other documents and agreements necessary to complete the project.

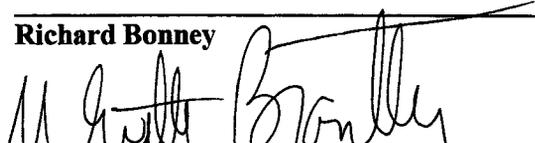
Respectfully submitted,

### **THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

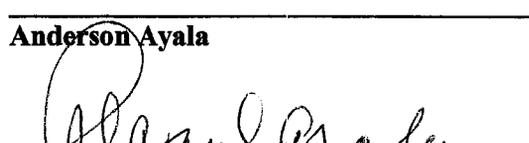
  
Michelle A. Lyons, Co-Chair

  
Susan T. Brannelly, Co-Chair

Richard Bonney

  
M. Evette Brantley

Anderson Ayala

  
Manuel Ayala

  
Denese Taylor-Moye

March 2, 2010

Robert Armstrong, P.E.  
CT Department of Transportation  
P. O. Box 327546  
Newington, CT 06131-7546

Re: **Project 15-352**  
**Letter of Commitment**  
**Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street**  
**and North Frontage Road Utilizing Funding from the STP-Urban Program**

Dear Mr. Armstrong:

The City of Bridgeport City Council has approved the attached resolution in support of the above mentioned project. The City agrees to provide the 20% match to the 80% Federal Share for the construction costs of for the project as outlined in the STP Urban Program.

The City will notice the subject project in the Connecticut Post as well as a local Spanish speaking paper. A display ad will be posted in Bridgeport City Hall.

Please be advised that the City of Bridgeport wishes to proceed with this project as soon as possible.

Thank you for your assistance in this matter.

Sincerely,

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Bill Finch  
Mayor

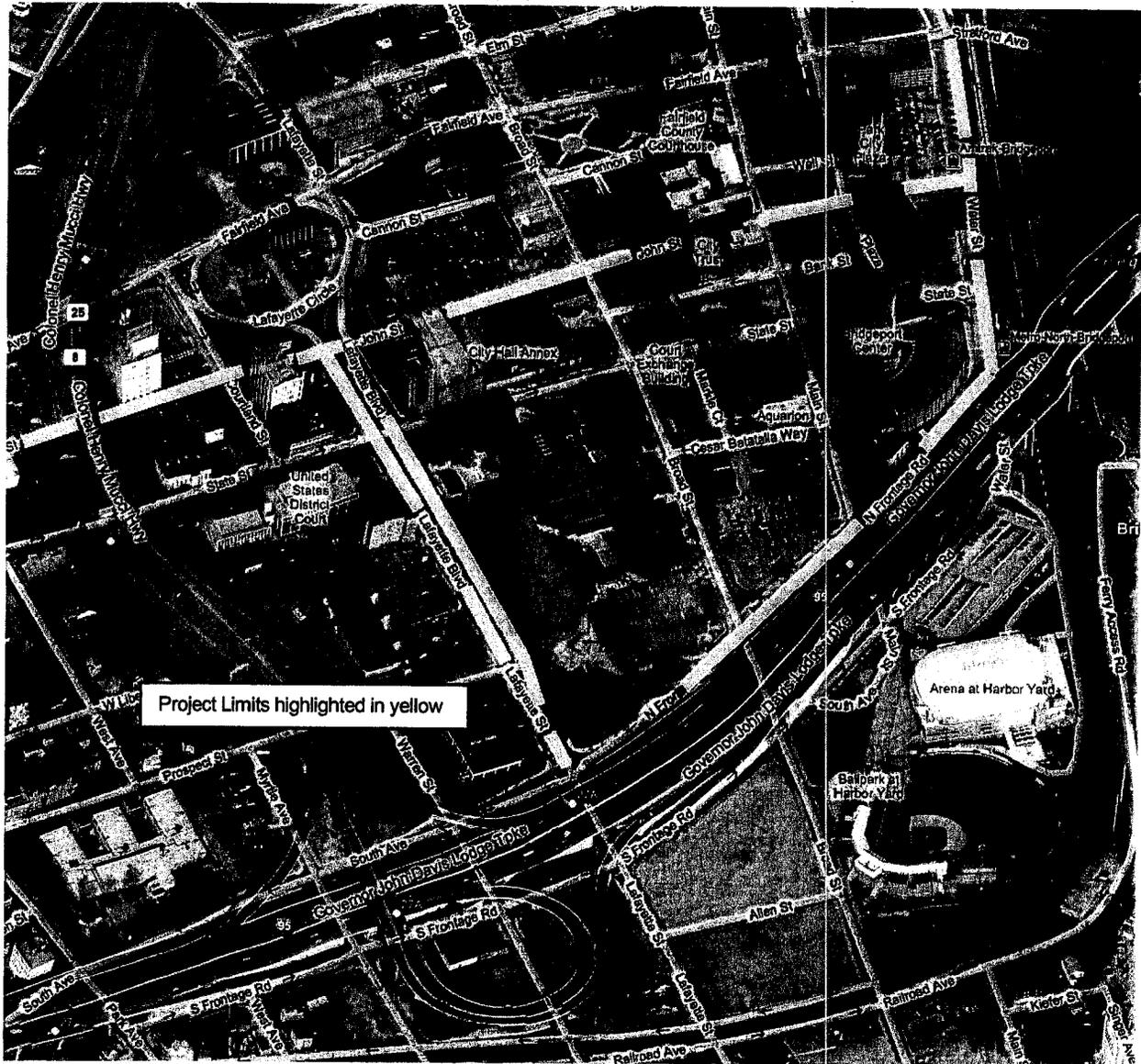
c: Charles Carroll, Public Facilities Director  
Adam Wood, Chief of Staff  
Tom Sherwood, OPM  
Jon Urquidi, Engineering

Robert Kennedy, Public Facilities Deputy Director  
Andrew Nunn, CAO  
Dave Cote, Engineering

**City of Bridgeport**  
In Conjunction with the Connecticut Department of Transportation

**PROJECT SUMMARY REPORT**  
Project #15-352  
**Pavement Rehabilitation & Resurfacing**  
Of John Street, Lafayette Boulevard, Water Street & North Frontage Road  
City of Bridgeport

**PURPOSE & NEED:** The proposed project will extend the serviceable life of subject roadways' pavement structure and will improve the ride-ability and drainage characteristics of the pavement surface.



Location Map

**ORIGIN:** The City of Bridgeport, through the Greater Bridgeport Regional Planning Agency (GBRPA), had submitted an application for funding under the STP-Urban Program to rehabilitate various roadways in its central business district. In its original application, the city of Bridgeport has proposed rehabilitation of the following roadways, which includes milling and resurfacing the pavement wearing surface; curbing upgrades and the replacement of non-compliant ADA pedestrian sidewalks ramps:

- Main Street from Golden Hill Street to South Frontage Road
- Broad Street from Fairfield Avenue to South Frontage Road
- Water Street (Route 130) from Golden Hill Street to South Frontage Road
- South Frontage Road from Lafayette Boulevard to Water Street
- North Frontage Road from Lafayette Boulevard to Water Street
- John Street from the Route 8/25 Over Pass to Water Street
- State Street (Route 130) from the Route 8/25 Over Pass to Water Street
- Fairfield Avenue (SR 700) from the Route 8/25 Over Pass to Water Street
- Lafayette Boulevard from John Street to South Frontage Road
- Middle Street (local road; not on federal aid system)
- Canon Street (local road; not on federal aid system)
- Markle Court (local road; not on federal aid system)
- Ceasar Batalla Way (local road; not on federal aid system)

However, after review by the DOT Project Development Unit and subsequent discussions with officials from the City of Bridgeport and GBRPA, *it was agreed that non-eligible roadways (functionally classified as local), state-owned roadways and roadways scheduled for storm/sanitary sewer separation would be excluded from the subject project.* As a result, the subject project (approximately 7,000 feet of total project length) is limited to the following roadways

- **John Street** from West Avenue to Water Street (approximately 2,715 feet),
- **Lafayette Boulevard** from North Frontage Road to John Street (approximately 1,420 feet),
- **Water Street** from North Frontage Road to Stratford Avenue (approximately 1,500 feet) and
- **North Frontage Road** from Water Street to the overpass carrying the S.B. I-95 Exit 27 off-ramp to Lafayette Boulevard (approximately 1,420 feet).

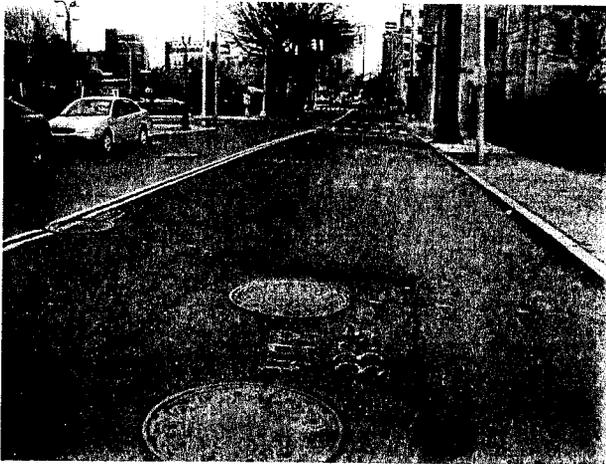
## JOHN STREET

**EXISTING CONDITIONS:** Located in the city's central business district, John Street is functionally classified as an urban collector roadway that connects Park Avenue to Water Street in the east-west direction. John Street is a 2-lane bi-directional roadway, which varies in width from 30 to 35 feet and accommodates on-street parking on one or both sides of the street (east of Broad Street). The granite curbing is in good to excellent condition. The concrete sidewalks are in fair to good condition. In isolated areas, sections of granite stone curbing and concrete sidewalks have been damaged by roots of trees located between the curb and sidewalk.

The roadside development is predominately commercial with some governmental and residential.

On John Street, there are six signal-controlled intersections within the project limits and one side-street stop-controlled intersection within the project limits. The 2007 Average Daily Traffic (ADT) on John Street varies from 4,200 vehicles per day (vpd) near Park Avenue to 5,700 vpd just west of Broad Street. The speed limit on John Street is 25 MPH. Speed and accident data were not available in time for this report.

The horizontal geometry of John Street includes long tangent sections with two minor angle points at Main Street and Middle Street. The vertical geometry has grades that are relatively flat (varies from 1 to 3%) and are uniform. The enclosed drainage system is in good working condition. Based on a field review, the catch-basin tops consist of metal grates with granite or concrete curbing. It is assumed that the frames for grates have been paved over making it difficult to make a condition assessment. The City as the Designer will make a determination as to the condition of the catch-basin tops and the need for replacement.



The pavement surface from West Avenue to Broad Street shows minor trans-verse/longitudinal cracking with some areas of raveling in the vicinity of the Route 8 overpass. As result of previous paving operations, the reveal of the granite stone curb has been reduced to 2-3" in some areas. There are approximately 5% utility patches (fair to good condition) on this section of John Street with the exception of the intersections, which have a significantly higher percentage (40% average) of utility patches (poor to fair condition).

The pavement surface from Broad Street to Water Street shows moderate transverse/longitudinal cracking with localized areas of alligator cracking and depressions (2%). This section of John Street has approximately 10% utility patches (fair to good condition) with the exception of the intersections, which have a significantly higher percentage (40% average) and are in poor to fair condition.

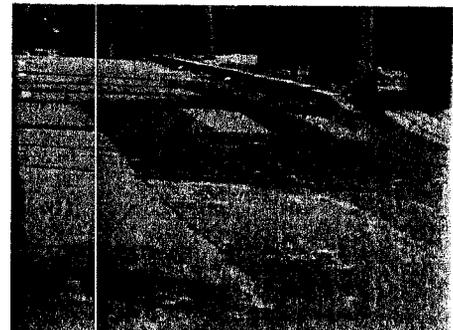
## LAFAYETTE BOULEVARD

**EXISTING CONDITIONS:** Lafayette Boulevard is functionally classified as an urban collector roadway that connects Waldemere Avenue to Washington Avenue in the north-south direction. The subject section of Lafayette Boulevard, from North Frontage Road to John Street, is a 4-lane divided roadway separated with a raised planted median. Each barrel of the roadway varies in width from 35 to 38 feet and accommodates 2 travel lanes, a right-turn lane or on-street parking (depending on the section of roadway) and left-turn lanes at the intersections which are indented into the median area.

Within the subject section of Lafayette Boulevard, there are four signal-controlled intersections. The 2007 Average Daily Traffic (ADT) on Lafayette Boulevard varies from 6,200 vpd just south of North Frontage Road to 8,100 vpd just south of State Street (RTE 130). The speed limit on Lafayette Boulevard is 25 MPH. Speed and accident data were not available in time for this report. The roadside development is predominately commercial with some governmental and residential.

Within the project limits, the horizontal geometry of Lafayette Boulevard has a long tangent section with a large-radius curve at its approach to its intersection with North Frontage Road and South Street. The vertical geometry has grades that are relatively flat (varies from 1 to 3%) and are uniform. There is an exit ramp from Interchange 27 on I-95 that terminates on Lafayette Boulevard at the intersection of Prospect Street. The enclosed drainage system is in good working condition. Based on a field review, the catch-basin tops consist of metal grates with granite or concrete curbing. It is assumed that the frames for grates have been paved over making it difficult to make a condition assessment. The City as the Designer will make a determination as to the condition of the catch-basin tops and the need for replacement. The granite curbing is in good to excellent condition. The concrete sidewalks are in fair to good condition.

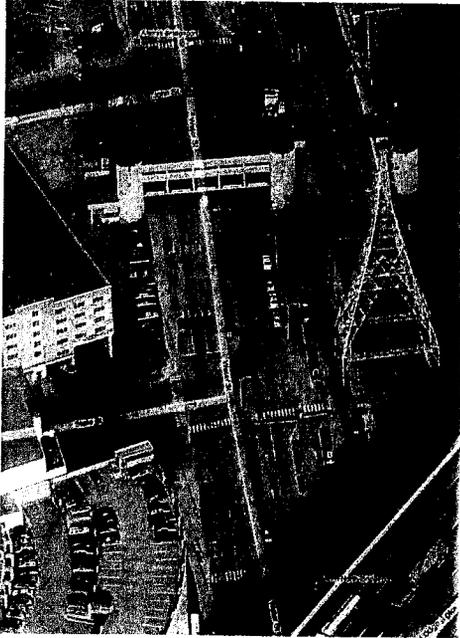
The pavement surface on Lafayette Boulevard from John Street to North Frontage Road shows a moderate amount of trans-verse/longitudinal cracking. There are approximately 5% utility patches (fair to good condition) on this section of Lafayette Boulevard with the exception of the intersections, which have a significantly higher percentage (40% average) of utility patches (poor to fair condition). Overall the pavement condition is sound and in fair to good condition.



## WATER STREET

**EXISTING CONDITIONS:** Water Street is functionally classified as an urban minor arterial roadway

that connects I-95 to North Avenue (Route 1) via South Frontage Road, Water Street & Housatonic Avenue. The subject section of Water Street starts at North/South Frontage Roads and ends at the Fairfield Avenue/Stratford Avenue intersection and is approximately 1,500 feet in length. An 800-foot section of Water Street, from State Street to Stratford Avenue, is a state-owned roadway designated as Route 130. The city's Transportation Center, which provides rail, bus and ferry service, is located on the east side of Water Street in the blocks between South Frontage Road and Gold Street. Other roadside development is commercial.



The subject section of Water Street is a 4-lane divided roadway separated with a raised planted median. Each barrel of the roadway varies in width from 35 to 40 feet and accommodates either 3 travel lanes or 2 travel lanes with left-turn lanes. The northbound barrel has several raised medians to the right of the travel lanes to separate traffic (taxies and other awaiting vehicles) associated with the Transportation Center.

Within the subject section of Water Street, there are three signal-controlled intersections. The 2007 Average Daily Traffic (ADT) on Water Street varies from 10,700 vpd just north of State Street (RTE 130) to 12,900 vpd just south of Fairfield Avenue/Stratford Avenue. The speed limit on Water Street is 25 MPH. Speed and accident data were not available in time for this report.

Within the project limits, the horizontal geometry of Water Street is a long tangent section. The vertical geometry has grades that are relatively flat (varies from 1 to 2%) and are uniform. The enclosed drainage system is in good working condition. Based on a field review, the catch-basin tops consist of metal grates with granite or concrete curbing. It is assumed that the frames for grates have been paved over making it difficult to make a condition assessment. The City as the Designer will make a determination as to the condition of the catch-basin tops and the need for replacement.

The pavement surface on Water Street from Stratford Avenue to North Frontage Road shows a moderate amount of transverse, longitudinal and block cracking. There are approximately 5-10% utility patches (fair to good condition) on this section of Water Street. Overall the pavement condition is sound and in fair to good condition.

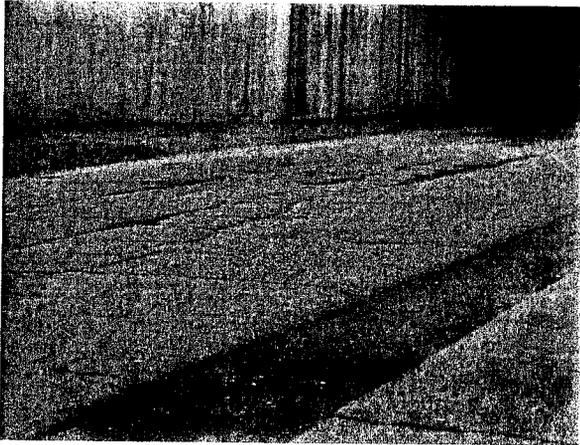
## **NORTH FRONTAGE ROAD**

**EXISTING CONDITIONS:** North Frontage Road is functionally classified as an urban minor arterial roadway that parallels I-95 to the north, connecting South Avenue to Water Street, and accommodates one-way southbound traffic only. The subject section of North Frontage Road starts approximately 360 feet east of Lafayette Boulevard and ends at its confluence with Water Street and is approximately 1,400 feet in length. The roadside development is commercial.

The subject section of North Frontage Road is a 3-lane one-way roadway varies in width from 35 to 40 feet and accommodates either 3 travel lanes or 2 travel lanes with left-turn lanes. Within the noted limits, the horizontal geometry of Water Street has a long tangent section with a 400-foot curve with its confluence with Water Street. The vertical geometry has grades that are relatively flat (varies from 1 to 2%) and are uniform.

The enclosed drainage system is in good working condition. Based on a field review, the catch-basin tops consist of metal grates with granite or concrete curbing. It is assumed that the frames for grates have been paved over making it difficult to make a condition assessment. The City as the Designer will make a determination as to the condition of the catch-basin tops and the need for replacement.

Within the subject section of North Frontage Road, there are two signalized-controlled intersections. Traffic volumes, speed/accident data were not available in time for this report. The speed limit on North Frontage Road is 25 MPH.



The pavement surface on North Frontage Road from Water Street to Broad Street shows a moderate amount of transverse, longitudinal and block cracking. There are approximately 5% - 10% utility patches (fair to good condition) on this section North Frontage Road. From Broad Street (including the intersection) to just beyond the overpass of the I-95 exit ramp onto Lafayette Boulevard (approximately 360 feet east of its intersection with Lafayette Boulevard), the pavement surface shows *extensive* transverse, longitudinal and block cracking including moderate alligator cracking. The utility patches on this section are in fair to good condition.

The overhead utilities within the project limits are limited to roadway/pedestrian luminaires and signalization appurtenances. Underground utilities include United Illuminating Company, SNET, Cablevision of Connecticut, Southern Connecticut Gas Company, Aquarion Water Company of Connecticut and city's sanitary sewers.

## PROPOSED IMPROVEMENTS:

In its amended application, the city of Bridgeport has proposed rehabilitation on the subject roadways, which includes mill and resurfacing, curb upgrades and the replacement of non-compliant ADA pedestrian ramps. After review by the DOT Project Development Unit and subsequent discussions with officials from the City of Bridgeport and GBRPA, the scope of improvements was modified as follows:

- **John Street** – mill 3” from the pavement surface (taper to 5” at the gutter to increase curb reveal); make full-depth pavement repairs (utility patches & localized failures); replace catch basin tops as needed and resurface with 2” HMA S0.5 inch on 1” HMA S0.25 inch.
- **Lafayette Boulevard** – mill 3” from the pavement surface; make full-depth pavement repairs (utility patches & localized failures); replace catch basin tops as needed; reconstruct ADA compliant pedestrian ramps as needed and resurface with 2” HMA S0.5 inch on 1” HMA S0.25 inch.
- **Water Street** - mill 3” from the pavement surface; make full-depth pavement repairs (utility patches & localized failures); replace catch basin tops as needed; reconstruct ADA compliant pedestrian ramps as needed and resurface with 2” HMA S0.5 inch on 1” HMA S0.25 inch.
- **North Frontage Road** –
  - Water Street to Broad Street - mill 3” from the pavement surface; make full-depth pavement repairs (utility patches & localized failures); replace catch basin tops as needed; reconstruct ADA compliant pedestrian ramps as needed and resurface with 2” HMA S0.5 inch on 1” HMA S0.25 inch.
  - Broad Street to 360 feet east of Lafayette Boulevard – completely remove the existing bituminous pavement; replace catch basin tops as needed; reconstruct ADA compliant pedestrian ramps as needed and pave to the same depth as the existing pavement. (6” of depth was assumed for estimating purposes – 2” of HMA S0.5 on 4” of HMA S1.0 inch.)
- Only granite stone curbing and concrete sidewalks that are directly/indirectly adversely affected by the work will be included into the project as participating items. Replacement of existing curbing/concrete sidewalk that is *not* directly/indirectly adversely affected by the work *will not be included in the project, or they will be included only as non-participating items (100% city funds)*.

*As part of FHWA's safety guidance, pavement preservation projects, such as the subject project, are not required to incorporate safety enhancements into the proposed improvements. After a review of the existing conditions on the subject roadways, there were no isolated and obvious safety deficiencies found.*

**Roadway Classifications:** John Street & Lafayette Boulevard – urban collector  
Water Street & North Frontage Road – urban minor arterial

**Standards Utilized for Geometric Evaluation:** Connecticut Highway Design Manual - 2003 – 3R Urban (built-up)

**Improvement Type:** Pavement Resurfacing and Reclamation (non-freeway & non-NHS) – Section 3-3.0

**Posted Speed Limit:** 25 mph (all roadways)

**Design Elements for**

Design Speed: 30 mph

	Existing	Standards	Proposed
Travel lane width	11'	10'-12'	11'
Shoulder width	2'- 10'	2'- 8'	2'- 10'
SSD	>200'	200'	>200'
Minimum Radius	400'	230'	400'

**Design Exceptions:** It is not anticipated that a design exception will be needed for this improvement type.

**Impacts**

- Environmental compliance – Although an official underground contamination review has not been performed by the Department's Environmental Compliance Unit, we do not anticipate any contamination issues due to the nature of the work.
- Environmental Permits – A Coastal Area Management (CAM) consistency is anticipated under this project.
- Utilities – No impacts to overhead or underground utilities are anticipated.
- R.O.W. – None anticipated.

**Preliminary Cost Estimate/Funding:** The Department's Project Development Unit and the City of Bridgeport have estimated the PE and Construction phases for the proposed project. The funding ratio for pavement rehabilitation projects, under the STP-Urban Program, matches 80% federal funds with 20% municipal funds for the Construction Phase. Since the STP-Urban Program is a reimbursement program, the city will have to bond 100% of the cost of the project and will be reimbursed by the Department as the contractor submits his bills. The city will be responsible for 100% for the cost of the Design Phase. As design will be done in house by the Engineering Department no additional costs for design are proposed. However, a separate PE phase will be initiated for the Department's review and oversight of the city's design, which will be funded with 80% federal funds (STP-Bridgeport) and 20% state urban bonds.

The City of Bridgeport will administer the construction phase and will be responsible for the advertizing, award and inspection of the project.

The estimate and funding ratios for the following phases are as follows:

<b>PE Phase</b>	<u>Federal</u>	<u>State</u>	<u>Municipal</u>	<u>Total</u>
PE Phase (DOT oversight)	\$ 40,000	\$ 10,000	0	\$ 50,000
Design	\$ <u>0</u>	\$ <u>0</u>	100% (city)**	\$ <u>0</u>
<b>PE Phase Total</b>	<b>\$ 40,000</b>	<b>\$ 10,000</b>		<b>\$ 50,000</b>
<b>Construction Phase</b>				
Construction Items	\$1,776,000	\$ 0	\$ 444,000	\$ 2,220,000
Contingencies	\$ 177,600	\$ 0	\$ 44,400	\$ 222,000
Incidentals to Construction	\$ <u>266,400</u>	\$ <u>0</u>	\$ <u>66,600</u>	\$ <u>333,000</u>
<b>Total Construction Phase</b>	<b>\$ 2,220,000</b>	<b>\$ 0</b>	<b>\$ 555,000</b>	<b>\$ 2,775,000</b>
<b>Total Project Costs</b>	<b>\$2,260,000</b>	<b>\$ 10,000</b>	<b>\$ 555,000</b>	<b>\$ 2,825,000</b>

\*\* The city will be responsible for 100% for the cost of the Design Phase. There are no additional proposed design costs as the design will be done in house by the City of Bridgeport Engineering Office.

**\*48-10 Consent Calendar**

Agreement with the Greater Bridgeport Regional Planning Agency, on behalf of the City of Bridgeport, for federal assistance under the Surface Transportation Program (STPB) Bridgeport - Stamford Urban Area re: Planning Study for Pedestrian Bridge and Walkway over Ash Creek.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: April 18, 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:

**\*48-10 CONSENT CALENDAR**

**AUTHORIZING RESOLUTION  
OF THE  
BRIDGEPORT CITY COUNCIL  
REGARDING THE  
SURFACE TRANSPORTATION PROGRAM  
BRIDGEPORT-STAMFORD URBAN AREA  
PEDESTRIAN BRIDGE AND WALKWAY  
OVER ASH CREEK  
PLANNING STUDY**

**WHEREAS**, the *Safe, Accountable, Flexible, & Efficient Transportation Equity Act: A Legacy of Users (SAFETEA-LU)* and related U.S. Department of Transportation regulations allocates federal transportation assistance to large urban areas for the purpose of implementing various transportation improvement projects; and

**WHEREAS**, the Bridgeport-Stamford urban area is designated as a large urban area and transportation management area and the *SAFETEA-LU* allocates funds to the Bridgeport-Stamford urban area under the Surface Transportation Program: Urban (STPB) transportation assistance program administered by the Federal Highway Administration and authorizes the Greater Bridgeport and Valley Metropolitan Planning Organization (GBVMPO) to program projects in the *TIP/STIP* under the STPB program; and

**WHEREAS**, the Connecticut Department of Transportation administers the Surface Transportation Program: Urban Area and assists municipal sponsors in the conduct of project concept review, project scoping and project developments; and

**WHEREAS**, the Greater Bridgeport Regional Planning Agency, on behalf of the City of Bridgeport, has applied for and been awarded federal transportation assistance under the STPB program in the amount of \$150,000 for the purpose of conducting a planning and feasibility study on the construction of a pedestrian bridge and walkway to connect the Black Rock neighborhood of the city with the new Metro-North rail station at the Fairfield Metro Center development in Fairfield; and



Report of Committee on Public Safety and Transportation  
**\*48-10 CONSENT CALENDAR**

-2-

**WHEREAS**, the City of Bridgeport has agreed to and will be responsible for providing the required 20% local match and cost of the planning study or \$30,000; and

**WHEREAS**, the Greater Bridgeport and Valley MPO has endorsed the amendment to the *FFY 2010-2013 Transportation Improvement Program* to include the planning study and approved the allocation of \$120,000 in federal assistance to the project; Now, Therefore, be it

**RESOLVED**, that the Bridgeport City Council finds that the proposed project is in the best interests of the City and will promote the health, safety and general welfare of its residents and provide safe and convenient transportation facilities; and be it further

**RESOLVED**, that based upon the above information, the Bridgeport City Council fully supports the proposed project, authorizes the Greater Bridgeport Regional Planning Agency to administer and conduct the planning study on behalf of the City, and will commit the necessary resources to ensure the completion in an expeditious manner; and

**FURTHERMORE**, the Mayor of the City of Bridgeport, or his duly authorized designee, is hereby authorized to enter into an agreement with the Greater Bridgeport Regional Planning Agency to conduct the planning study under the federal Surface Transportation Program: Urban Area, designated as STPB, and to execute any and all documentation required to complete the project.

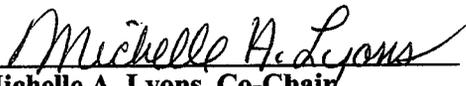


Report of Committee on Public Safety and Transportation  
**\*48-10 CONSENT CALENDAR**

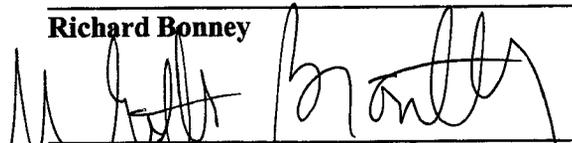
-3-

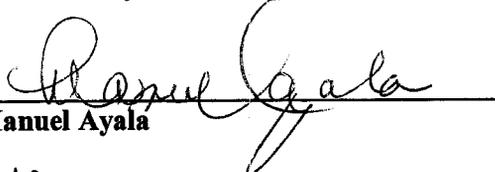
Respectfully submitted,

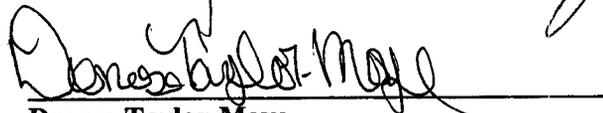
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

  
Susan T. Brannelly, Co-Chair

Richard Bonney  
  
M. Evette Brantley

Anderson Ayala  
  
Manuel Ayala

  
Denese Taylor-Moye

City Council Date: April 18, 2011

**\*49-10 Consent Calendar**

Agreement with the Greater Bridgeport Regional Planning Agency, on behalf of the City of Bridgeport, for federal assistance under the Surface Transportation Program (STPB) Bridgeport - Stamford Urban Area re: Planning Study for Realignment of Lafayette Circle.

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**Report  
of  
Committee  
on  
Public Safety and Transportation**

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**Submitted: April 18, 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:

## **\*49-10 CONSENT CALENDAR**

### **AUTHORIZING RESOLUTION OF THE BRIDGEPORT CITY COUNCIL REGARDING THE SURFACE TRANSPORTATION PROGRAM BRIDGEPORT-STAMFORD URBAN AREA REALIGNMENT OF LAFAYETTE CIRCLE PLANNING STUDY**

**WHEREAS**, the *Safe, Accountable, Flexible, & Efficient Transportation Equity Act: A Legacy of Users (SAFETEA-LU)* and related U.S. Department of Transportation regulations allocates federal transportation assistance to large urban areas for the purpose of implementing various transportation improvement projects; and

**WHEREAS**, the Bridgeport-Stamford urban area is designated as a large urban area and transportation management area and the *SAFETEA-LU* allocates funds to the Bridgeport-Stamford urban area under the Surface Transportation Program: Urban (STPB) transportation assistance program administered by the Federal Highway Administration and authorizes the Greater Bridgeport and Valley Metropolitan Planning Organization (GBVMPO) to program projects in the *TIP/STIP* under the STPB program; and

**WHEREAS**, the Connecticut Department of Transportation administers the Surface Transportation Program: Urban Area and assists municipal sponsors in the conduct of project concept review, project scoping and project developments; and

**WHEREAS**, the Greater Bridgeport Regional Planning Agency, on behalf of the City of Bridgeport, has applied for and been awarded federal transportation assistance under the STPB program in the amount of \$150,000 for the purpose of conducting a planning and feasibility study on the realignment of Lafayette Circle from John Street to Fairfield Avenue; and



Report of Committee on Public Safety and Transportation  
**\*49-10 CONSENT CALENDAR**

-2-

**WHEREAS**, the City of Bridgeport has agreed to and will be responsible for providing the required 20% local match and cost of the planning study or \$30,000; and

**WHEREAS**, the Greater Bridgeport and Valley MPO has endorsed the amendment to the *FFY 2010-2013 Transportation Improvement Program* to include the planning study and approved the allocation of \$120,000 in federal assistance to the project; Now, Therefore, be it

**RESOLVED**, that the Bridgeport City Council finds that the proposed project is in the best interests of the City and will promote the health, safety and general welfare of its residents and provide safe and convenient transportation facilities; and be it further

**RESOLVED**, that based upon the above information, the Bridgeport City Council fully supports the proposed project, authorizes the Greater Bridgeport Regional Planning Agency to administer and conduct the planning study on behalf of the City and will commit the necessary resources to ensure the completion in an expeditious manner; and

**FURTHERMORE**, the Mayor of the City of Bridgeport, or his duly authorized designee, is hereby authorized to enter into an agreement with the Greater Bridgeport Regional Planning Agency to conduct this planning study under the federal Surface Transportation Program: Urban Area, designated as STPB, and to execute any and all documentation required to complete the project.

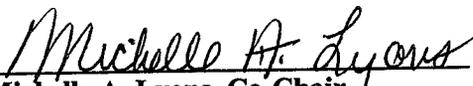


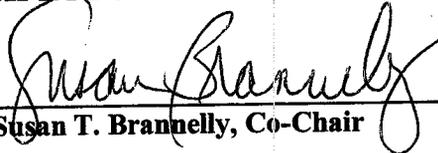
Report of Committee on Public Safety and Transportation  
**\*49-10 CONSENT CALENDAR**

-3-

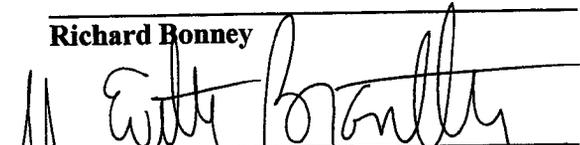
Respectfully submitted,

**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

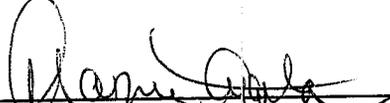
  
Michelle A. Lyons, Co-Chair

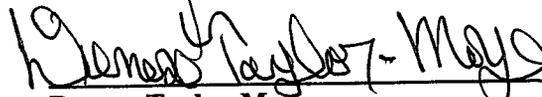
  
Susan T. Brannelly, Co-Chair

Richard Bonney

  
M. Evette Brantley

Anderson Ayala

  
Mantel Ayala

  
Denese Taylor-Moye

City Council Date: April 18, 2011

**\*51-10 Consent Calendar**

**Assignment of Tax Liens for fiscal year 2011.**

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: April 18, 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.*

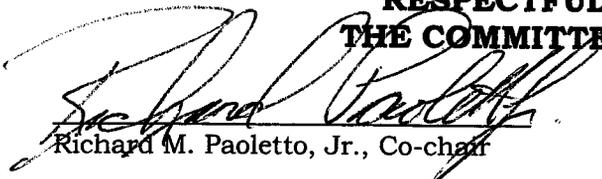
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

## **\*51-10 Consent Calendar**

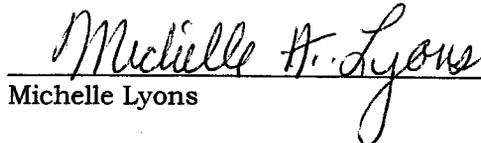
**BE IT RESOLVED**, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorizes and approves the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes; and be it further

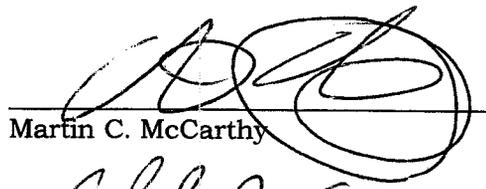
**RESOLVED**, That pursuant to Connecticut General Statutes, including Sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorizes the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Richard M. Paoletto, Jr., Co-chair

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

  
Michelle Lyons

  
Martin C. McCarthy

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

  
Robert P. Curwen, Sr.

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

**\*54-10 Consent Calendar**

Agreement with Laborers International Union of North America (LIUNA), Local 200 regarding a collective bargaining unit agreement.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: April 18, 2011**

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

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



City Clerk

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:

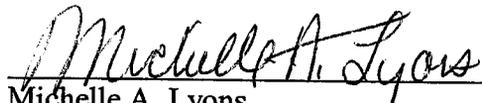
**\*54-10 Consent Calendar**

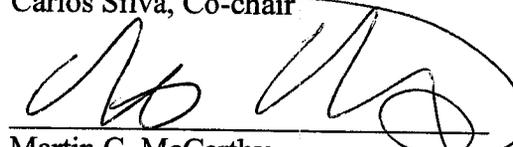
**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and Laborers International Union of North America (LIUNA), Local 200, for the period of January 1, 2011 thru June 30, 2013, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Richard M. Paoletto, Jr., Co-chair

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

  
Michelle A. Lyons

  
Martin C. McCarthy

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

  
Robert P. Curwen, Sr.

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

Tentative Agreement  
 Between  
 City of Bridgeport  
 And  
 Laborers' International Union of North America  
 (LIUNA), Local 200

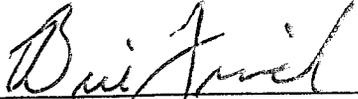
	Contract Date	Wage	PCS	Buy-Out
1.	1/1/2011 to 6/30/2011	3%	21%	\$2,000.00
2.	7/1/2011 to 6/30/2012	2%	25%	\$2,000.00
3.	7/1/2012 to 6/30/2013	2%	25%	\$2,000.00

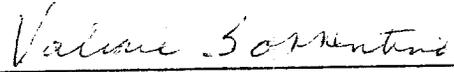
1. The parties agree that in drafting this agreement, the value of existing LIUNA vacancies has been counted towards the LIUNA concession bargaining financial goal. Said vacancies can only be filled at the sole discretion of the City of Bridgeport.
2. LIUNA members agree to serve three (3) furlough days by June 30, 2011. The gross value (as of date of signing) of any furlough days taken pursuant to this Agreement will be spread out evenly and withheld from the employee's paychecks between the payroll entry date and June 24, 2011.
3. This agreement is contingent upon LIUNA supplying the City, by December 22, 2010, with a complete and final list of all members committing to take additional furlough days, and the value of said furlough days will be used towards the concession bargaining goal and once submitted cannot be revoked.
4. All parties agree that said furlough days shall be taken in conjunction with Department needs and with reasonable notice to and approval of the Department Head.
5. The City of Bridgeport agrees that there will be no layoffs of current LIUNA bargaining unit members through 6/30/11 with the following exceptions: a cut to any state funding provided to the city, a cut to any federal funding provided to the city, a cut to or any funding deficiency to any grant funding a LIUNA position, or a fiscal emergency declared by the Mayor with the definition of fiscal emergency to be determined solely by the Mayor.

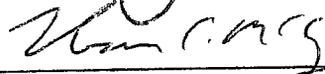
This Tentative Agreement agreed to by all parties on this 17 day of December 2010.

FOR THE CITY

FOR THE UNION

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

  
\_\_\_\_\_  
Valerie Sorrentino, Business Manager

  
\_\_\_\_\_  
Thomas C. McCarthy, Deputy  
Director of Labor Relations

\_\_\_\_\_

**\*56-10 Consent Calendar**

Ceremonial designation of Wilmot Avenue as Bishop Jonathan Powell Avenue by adding his name above street signage on Wilmot Avenue.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: April 18, 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:

**\*56-10 CONSENT CALENDAR**

## **Resolution**

**Resolution to Honor Bishop Jonathan Powell by the ceremonial designation of Wilmot Avenue as Bishop Jonathan Powell Avenue.**

**Whereas**, Bishop Jonathan Powell served as Pastor of English Chapel Baptist Church at 285 Wilmot Avenue in Bridgeport for 45 years; and

**Whereas**, Bishop Powell stood out amongst his peers and served anyone who need assistance with free van transportation, free food and clothing, use of the premises for funerals, weddings, dedication services, etc.; and

**Whereas**, Bishop Powell contributed his skills and dedication in numerous ways, including radio and televisions broadcasts, food distribution programs for the needy, outreach ministry to the homeless, provided assistance to residents of domestic violence centers and visited hospitals, convalescent homes, jails and court rooms on behalf of anyone who requested his presence; and

**Whereas**, Bishop Powell was a family man of integrity who dedicated his life to God and was concerned with the welfare of family, friends and the community; and Now, therefore, be it

**Resolved**, that the Bridgeport City Council endorses the ceremonial designation of Wilmot Avenue as Bishop Jonathan Powell Avenue by adding his name above street signage on Wilmot Avenue.



Report of Committee on Public Safety and Transportation  
**\*56-10 CONSENT CALENDAR**

-2-

Respectfully submitted,

**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

*Michelle A. Lyons*  
Michelle A. Lyons, Co-Chair

*Susan Brannelly*  
Susan T. Brannelly, Co-Chair

Richard Bonney

Anderson Ayala

*M. Evette Brantley*  
M. Evette Brantley

*Manuel Ayala*  
Manuel Ayala

*Denese Taylor-Moye*  
Denese Taylor-Moye

City Council Date: April 18, 2011

**\*53-10 Consent Calendar**

Application for Driveway Permit: #680 Park Avenue –  
Roosevelt School.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: April 18, 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:

**\*53-10 Consent Calendar**

**WHEREAS**, Municipal Code Section 12.08.030 sets forth the requirements for driveway construction as no wider than twenty (20) feet at the sidewalk and no closer together than 25 feet from each other; and

**WHEREAS**, Municipal Code Section 12.08.070 sets forth an application process for any person desiring a permit for a driveway approach having a greater width than twenty (20) feet at the sidewalk, or any person desiring to establish two driveway approaches for the same property which shall be closer together than twenty-five (25) feet; and

**WHEREAS**, an application for a permit to construct driveways has been duly and properly submitted by the Director of Public Facilities to the City Council; Now, therefore be it

**RESOLVED**, That the City Council does hereby order the issuance of a permit(s) to the applicant listed below for location and purposes herein specified:

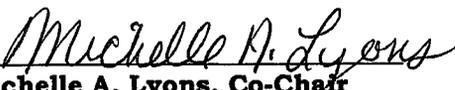
**APPLICANT:** Santec Consulting Services, Inc.  
2321 Whitney Avenue  
Hamden, CT 06518

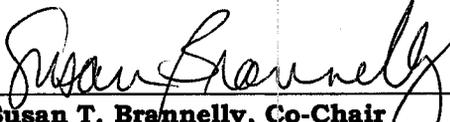
**PURPOSE(S):** Construction of Driveways:  
In excess of twenty (20) feet in width

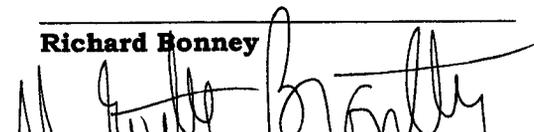
**LOCATION(S):** 680 Park Avenue – Roosevelt School

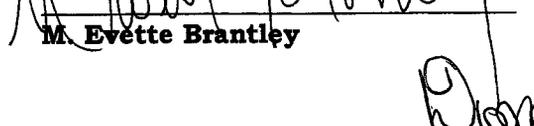
Respectfully submitted,

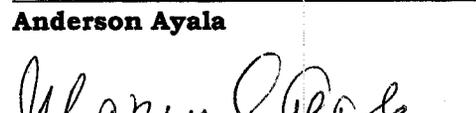
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

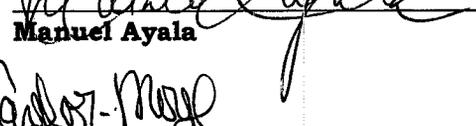
  
\_\_\_\_\_  
**Michelle A. Lyons, Co-Chair**

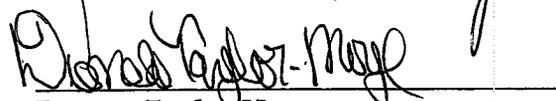
  
\_\_\_\_\_  
**Susan T. Brannelly, Co-Chair**

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

  
\_\_\_\_\_  
**M. Evette Brantley**

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

  
\_\_\_\_\_  
**Manuel Ayala**

  
\_\_\_\_\_  
**Denese Taylor-Moye**

**\*60-10 Consent Calendar**

Agreement with Vision Service Plan Insurance Company to provide administrative services only for a group vision care plan to employees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2014.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: April 18, 2011**

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

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



City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

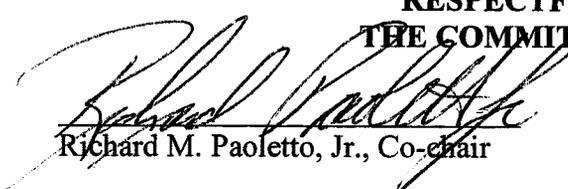
*To the City Council of the City of Bridgeport:*

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

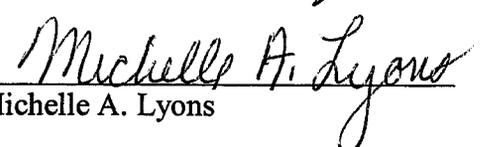
## **\*60-10 Consent Calendar**

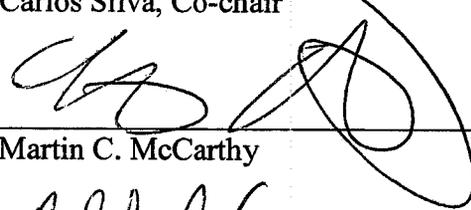
**RESOLVED**, That the attached Agreement between the City of Bridgeport and Vision Service Plan Insurance Company, to provide administrative services only for a group vision care plan to employees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2014, be and it 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

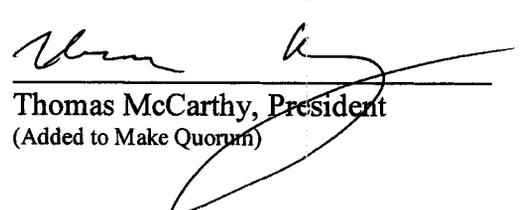
  
Michelle A. Lyons

  
Martin C. McCarthy

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

  
Robert P. Curwen, Sr.

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

  
Thomas McCarthy, President  
(Added to Make Quorum)



VISION SERVICE PLAN INSURANCE COMPANY  
3333 QUALITY DRIVE  
RANCHO CORDOVA, CALIFORNIA 95670

GROUP VISION CARE PLAN  
ADMINISTRATIVE SERVICES PROGRAM

Group Name                    **CITY OF BRIDGEPORT/BRIDGEPORT BOARD OF EDUCATION**

Plan Number                 **12273197**

State of Delivery            **CONNECTICUT**

Effective Date              **JANUARY 1, 2011**

Plan Term                    **FORTY-EIGHT (48) MONTHS**

Administrative Fee Due Date   **FIRST DAY OF MONTH**

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by Group of the administrative fees and other amounts due as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to provide certain individuals under this Group Vision Care Plan ("Plan") the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Plan is delivered in and governed by the laws of the State of Connecticut and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Plan.

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

\_\_\_\_\_  
Gary N. Brooks, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TABLE OF CONTENTS

I. DEFINITIONS .....	1
II. TERM, TERMINATION, AND RENEWAL .....	4
III. OBLIGATIONS OF VSP .....	5
IV. OBLIGATIONS OF THE GROUP .....	8
V. OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN .....	10
VI. ELIGIBILITY FOR COVERAGE .....	14
VII. CONTINUATION OF COVERAGE .....	17
VIII. ARBITRATION OF DISPUTES .....	18
IX. NOTICES .....	19
X. MISCELLANEOUS .....	20
EXHIBIT A .....	22
SCHEDULE OF BENEFITS .....	22
EXHIBIT B .....	28
SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE .....	28

I.  
**DEFINITIONS**

Key terms used in this Plan are defined and shall have the meaning set forth as follows, unless the context of a term's usage clearly requires otherwise.

1.01. **ADMINISTRATIVE FEE**: The payments made to VSP by or on behalf of Group in consideration of administrative services rendered.

1.02. **ADMINISTRATIVE SERVICES PROGRAM**: A group vision care plan whereby Group pays VSP for the Plan Benefits in addition to a monthly Administrative Fee.

1.03. **ADVANCE PAYMENT**: The amount paid in advance to VSP by or on behalf of Group to cover the estimated benefit costs of Group for one (1) month.

1.04. **BENEFIT AUTHORIZATION**: Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

1.05. **CLAIMS AMOUNT**: Total charges for benefits delivered, including the cost of professional services and ophthalmic materials, charges for VSP services related to materials purchased, and taxes.

1.06. **CONFIDENTIAL MATTER**: All confidential or personal information concerning the medical, personal, financial or business affairs of Covered Persons acquired in the course of providing Plan Benefits hereunder identified in HIPAA.

1.07. **COPAYMENTS**: Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered.

1.08. **COVERED PERSON**: An Eligible Member or an Eligible Dependent who meets the Group's and VSP's eligibility criteria and who is covered under this Plan.

1.09. **ELIGIBLE DEPENDENT**: Any legal dependent of an Eligible Member of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan.

1.10. **ELIGIBLE MEMBER**: An active, retired, or former employee or member of the group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan.

1.11. **EMERGENCY CONDITION**: A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.

1.12. **EXPERIMENTAL NATURE**: Procedure or lens that is not used generally or accepted by the American Optometric Association, as determined by VSP.

1.13. **GROUP**: The City of Bridgeport/Bridgeport Board of Education, which has contracted with VSP for coverage under this Plan in order to provide vision care coverage to its Eligible Members and their Eligible Dependents.

1.14. **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Eligible Members and their Eligible Dependents become Covered Persons of VSP.

1.15. **GROUP VISION CARE PLAN (also, "THE PLAN")**: The Plan provided by VSP in favor of a Group, under which its Eligible Members and their Eligible Dependents are entitled to receive Plan Benefits in accordance with the terms of such Plan.

1.16. **MEMBER DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.

1.17. **NON-MEMBER PROVIDER**: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.18. **PLAN BENEFITS**: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Plan, as defined in the Schedule of Benefits attached hereto as Exhibit A.

1.19. **RENEWAL DATE**: The date on which the Plan shall expire, that is, December 31, 2014 unless earlier terminated upon notice being given.

1.20. **SCHEDULE OF BENEFITS**: The document, attached hereto as Exhibit A, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of this Plan

1.21. **SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE**: The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

II.  
**TERM, TERMINATION, AND RENEWAL**

2.01. **Plan Term**: This Plan shall become effective on the Effective Date and shall remain in effect for the Plan Term unless earlier terminated as provided herein. At the end of the Plan Term, it will renew on a month to month basis unless either party notifies the other in writing, at least sixty (60) days before the end of the Plan Term, that the party is unwilling to renew the Plan. If such notice is given, the Plan will terminate at 12:00 midnight on the last day of the Plan Term, unless the parties reach mutual agreement on its renewal. If the Plan continues on a month-to-month basis after the Plan Term, either Party may thereafter terminate the Plan upon ninety (90) days advance written notice to the other party

2.02. **Termination**: Upon termination Group agrees to pay all Claims Amounts and Administrative Fees for Plan Benefits provided pursuant to Benefit Authorizations issued prior to the Plan termination date, provided claims for such Plan Benefits are filed with VSP within six (6) months after termination of this Plan.

**III.**  
**OBLIGATIONS OF VSP**

3.01. **Coverage of Covered Persons:** VSP will enroll each Eligible Member and his/her Eligible Dependents, if dependent coverage is provided, all of whom shall be referred to as "Covered Persons." To institute coverage, Group may be required to complete and sign a Group Application and forward such application to VSP, along with information regarding Eligible Members and Eligible Dependents, and applicable amounts due. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following enrollment, VSP will provide Group with Member Benefit Summaries for Covered Persons ("Member Benefit Summaries"). Such Member Benefit Summaries will summarize the terms and conditions of this Plan.

3.02. **Provision of Plan Benefits:** Through its Member Doctors (or through other licensed vision care providers in cases where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-Member Provider), VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto, subject to any limitations, exclusions, or copayments ("Copayments") therein stated.

Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a Member Doctor. When a Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person in order for the Member Doctor to obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the Member Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, allowing a specific period of time for the Covered Person to obtain Plan Benefits. Benefit Authorization shall be issued by VSP in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be

made. VSP shall not be held liable to Group for any Benefit Authorization issued in error in reliance on the latest eligibility information available to VSP as provided by the Group.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the Covered Person of the reasons for the extension.

3.03. **Provision of Information to Covered Persons:** Upon request, VSP will make available to Covered Persons necessary information describing Plan Benefits and procedures. A copy of this Plan will be placed with Group. The Plan will also be available at the offices of VSP for copying or inspection by Covered Persons. VSP shall provide Group with an updated list twice annually of Member Doctors' names, addresses, and telephone numbers for distribution to Covered Persons. Covered Persons may also obtain a copy of the latest Member Doctor list by contacting VSP's Customer Service Department in writing or via the toll-free Customer Service telephone line, or by visiting VSP's Web site at [www.vsp.com](http://www.vsp.com).

3.04. **Preservation of Confidentiality:** VSP will hold in strict confidence all Confidential Matters and protect all information of Covered Persons protected from disclosure under HIPAA. VSP will also exercise its best efforts to prevent any of its employees, Member Doctors, or agents, from disclosing any Confidential Matter. An exception would be if disclosure is necessary to enable any of the above to perform their obligations under this Plan, including but not limited to sharing information with medical information bureaus, or as may otherwise be required by law. Covered Persons and/or Groups that want more information on VSP's Confidentiality Policy may obtain a copy of the policy by contacting VSP's Customer Service Department or by visiting VSP's Web site at [www.vsp.com](http://www.vsp.com).

3.05. **Emergency Vision Care:** When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Non-Member Provider. No

prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plans for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

**IV.**  
**OBLIGATIONS OF THE GROUP**

4.01. **Identification of Covered Persons:** A Covered Person is eligible for coverage under this Plan, if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. Group shall provide monthly eligibility information to VSP in a mutually agreed upon format and medium to identify all Covered Persons who are eligible for coverage under this Plan. Group will supply to VSP, on or before the last day of each month, eligibility information sufficient to identify all Covered Persons to be added to or deleted from VSP's coverage rosters for the coming month. The eligibility information shall include designation of family status for each such Covered Person, if dependent coverage is provided. Group shall, when requested, make available for inspection by VSP records having a bearing on the coverage of Covered Persons under this Plan.

4.02. **Claims Amounts and Advance of Payment:** Group shall provide all funds necessary to pay the Claims Amount associated with Covered Persons pursuant to this Plan. In order to assure timely and adequate payment, Group agrees to make an Advance Payment as outlined on the attached Schedule of Advance Payment and Administrative Fee, Exhibit B. This Advance Payment is an estimate of the Claims Amount for one (1) month. Group agrees to pay the actual Claims Amounts on a monthly basis within ten (10) days after receipt of VSP's statement. The Advance Payment amount may be adjusted each Plan Term if the average of monthly Claims Amount increases or decreases. The parties agree that such Advance Payment is reimbursable to the Group upon termination of this Plan, after the Group's indebtedness to VSP and/or its Member and Non-Member Providers has been satisfied. However, amounts paid to VSP as Advance Payments shall not be considered assets of the Group, and need not be held in trust by VSP.

4.03. **Administrative Fee:** Additionally, on or before the first day of each month, Group shall pay to VSP an Administrative Fee as outlined on the attached Schedule of Advance Payment and

Administrative Fee, Exhibit B. Change will not be made to the Administrative Fee during the Plan Term unless there is a change in the Schedule of Benefits or a material change in any other terms and conditions of the Plan, provided any such change is mutually agreed upon in writing between VSP and Group.

Notwithstanding the above, VSP reserves the right to increase amounts due hereunder during a Plan Term by the amount of any tax or assessment not now in effect which is subsequently levied by any taxing authority, which is attributable to the amount due VSP from Group.

4.04. **Grace Period:** Group shall be allowed a grace period of thirty-one (31) days following the due date for making any payment of amounts due under this Plan. During the grace period, this Plan will remain in full force and effect for all Covered Persons. If Group fails to make any payment of amounts due by the end of any grace period, VSP may notify Group that the payment of amounts due has not been made, that coverage is canceled in accordance with Paragraph 2.02, and that the Group is responsible for payment for the Claims Amount associated with Plan Benefits provided to Covered Persons after the last period for which amounts due were fully paid, including the grace period and through the effective date of the termination. Group shall also remain responsible for payment, in accordance with Paragraph 2.02, of any Claims Amount associated with Benefit Authorizations outstanding at the time of termination, and for any legal and/or collection fees incurred by VSP in collecting amounts due under this Plan.

4.05. **Distribution of Required Documents:** Group agrees to distribute to Covered Persons any disclosure forms, plan summaries or other materials that may be required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after receipt or as otherwise required under state law.

V.

**OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN**

5.01. **General:** By this Plan, Group makes coverage available to its Eligible Members and their Eligible Dependents, if dependent coverage is provided. This Plan may be amended or terminated by agreement between VSP and Group as otherwise indicated herein. Consent or concurrence of Covered Persons for any such amendment or termination is not necessary. This Plan, and all Exhibits, attachments and amendments, constitute VSP's sole and entire undertaking to Eligible Members and their Eligible Dependents under this Plan.

All Covered Persons under this Plan shall have the following obligations as a condition of their coverage.

5.02. **Copayments for Services Received:** Where, as indicated on the Schedule of Benefits, Exhibit A hereto, Copayments are required for certain Plan Benefits, these Copayments shall be the personal responsibility of the Covered Person receiving the care and must be paid to the Member Doctor (or Non-Member Doctor if Non-Member Provider benefits are indicated on the attached Schedule of Benefits at Exhibit A) on the date the services are rendered.

5.03. **Obtaining Services from Member Doctors:** Benefit Authorization must be obtained prior to receiving Plan Benefits from a Member Doctor. When a Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person must select a Member Doctor, schedule an appointment, and identify himself as a Covered Person in order for the Member Doctor to obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the provider will be considered a Non-Member Provider and the benefits available will be limited to those for a Non-Member Provider, if any.

5.04. **Submission of Non-Member Provider Claims:** All claims for services received from Non-Member Providers (if Non-Member Provider coverage is indicated on the attached Schedule of Benefits at Exhibit A) shall be submitted by Covered Persons to VSP within one hundred eighty (180) days of the date of service. VSP reserves the right to reject such claims which are filed more than one hundred eighty (180) days after the date of service. Failure to submit a claim within one hundred eighty (180) days, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as was reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date.

5.05. **Complaints and Grievances:** Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his/her complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

5.06. **Claim Denial Appeals:** If, under the terms of this Plan, a claim is denied in whole or in part, a request may be submitted to VSP by the Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) **Initial Appeal:** The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the Covered Person's name, Covered Person Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person as follows:

Denied Claims for Services Rendered: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

b) **Second Level Appeal:** If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination within thirty (30) calendar days.

c) **Other Remedies:** When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation, or Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], a Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and the Covered Person disagrees with the outcome.

5.07. **Time of Action:** No action in law or in equity shall be brought to recover on the Plan prior to the Covered Person exhausting his/her appeal rights as described in Paragraphs 5.05 and 5.06 above and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices may be submitted to VSP, in accordance with the terms of this Plan.

VI.  
**ELIGIBILITY FOR COVERAGE**

6.01. **Eligibility Criteria:** Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

(a) **Covered Person:** To be eligible for coverage, a person must be an Eligible Member or an Eligible Dependent .

(b) **Eligible Member**

(1) currently be an active retired or former employee or member of the Group, and  
(2) meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

(b) **Eligible Dependents:** If dependent coverage is provided, the persons eligible for coverage as dependents shall include:

(1) the legal spouse of any Eligible Member, and  
(2) Any child of an Eligible Member, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption or other child for whom a court holds the Eligible Member responsible. Such dependent child shall be eligible until the end of the month in which the child attains the age of 26.

If a dependent child, prior to attainment of the prescribed age for termination of eligibility, becomes and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate. Coverage will continue as long as he remains chiefly dependent on the Eligible Member for support and the Eligible Member's coverage remains in force; PROVIDED satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated, and at such other times as VSP may request proof, but not more frequently than annually.

6.02. **Documentation of Eligibility:** Persons satisfying the requirements for coverage under either of the above classes shall be eligible if:

(a) in the case of a Eligible Member's, the individual's name and Social Security Number have been reported by the Group to VSP in the manner provided hereunder, and

(b) in the case of changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As indicated in Paragraph 4.01 above, VSP may elect to inspect the Group's records in order to verify eligibility of Eligible Members and Eligible Dependents. Plan Benefits will be available only to persons on whose behalf applicable amounts due have been paid for the current period, or Grace Periods outlined above in Paragraph 4.04. If a clerical error is made, it will not affect the coverage to which the Eligible Member is entitled under the Plan.

6.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. If coverage is retroactively terminated for an individual, Group shall remain responsible for the Claims Amount associated with any Plan Benefits provided to that individual pursuant to the Benefit Authorization issued by VSP in reliance on the latest eligibility information available to VSP at the time of such Benefit Authorization.

6.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Covered Persons covered under the Plan, and Group's contribution and Group's eligibility requirements are all material to VSP's obligations under this Plan. During the term of this Plan, Group must provide VSP with written notice of changes to its composition, percentage of Covered Persons covered, contribution or eligibility requirements. Any such change which materially affects VSP's obligations hereunder must be mutually agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Plan for purposes of Paragraph 4.03. Nothing in this section shall limit Group's ability to add Eligible Members and/or Eligible Dependents in accordance with the terms of this Plan.

6.05. **Change in Family Status:** In the event Group is notified of any change in an Eligible Member's family status (by marriage, the addition (e.g., newborn or adopted child) or deletion of dependent children, etc.) Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If such notice is given, the change in the Eligible Member's status will be effective on the first day of the month following the request for change, or at a requested later date. Notwithstanding any other provision in this section, a newborn child will be covered for thirty-one (31) days after birth and an adopted child will be covered for thirty-one (31) days after the date the Eligible Member or Eligible Member's spouse acquires the right to control the health care of the child. To continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Eligible Member's change in family status and applicable amounts due must be paid to VSP on behalf of the child.

6.06. **Family and Medical Leave Act:** The federal Family and Medical Leave Act of 1993 (FMLA), requires that under certain circumstances health plan benefits available to an Eligible Member and his or her Eligible Dependents be made available during certain periods of leave. Benefits will be available at the level and under the conditions coverage would have been provided if the Covered Person had not gone on leave. If, and only to the extent, FMLA applies to the parties to this Plan, VSP shall make the statutorily-required continuation coverage available based on the eligibility information provided by the Group.

VII.  
CONTINUATION OF COVERAGE

7.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Eligible Member and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

**VIII.**  
**ARBITRATION OF DISPUTES**

8.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this Plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, either party may seek remedies from a court in Fairfield County Connecticut having jurisdiction over the parties.

8.02. **Choice of Law:** Disputes shall be resolved under applicable federal law or the laws of the State of Connecticut.

**IX.**  
**NOTICES**

9.01. **Required Notices**: Any notices to be given under this Plan to either the Group or VSP shall be in writing and delivered by United States First Class Mail. Notices sent to the Group will be mailed to the address shown on the Group Application. Notices sent to VSP shall be sent to the address shown on this Plan. Any notices may be hand-delivered by either party to an appropriate representative of the party, with the burden being on the party effecting such hand-delivery, to prove, if questioned, that such delivery was made.

X.  
**MISCELLANEOUS**

10.01. **Entire Plan:** This Plan, the Group Application, and all Exhibits and attachments, and any amendments hereto, constitute the entire understanding between the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Plan must be approved by an officer of VSP and attached to be valid. No agent has the authority to change this Plan or waive any of its provisions. Communication materials prepared by Group for distribution to eligible persons do not constitute a part of this Plan.

10.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers or employees to perform any of the duties or responsibilities specified herein. This indemnification provision shall survive expiration of the Term or the earlier termination of this Agreement.

10.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with Member Doctors, who are independent contractors responsible for exercising independent judgement. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Plan.

10.04. **Assignment**: Neither this Plan nor any of the rights or obligations of either of the parties may be assigned or transferred, except as noted herein, without the prior written consent of both parties.

10.05. **Severability**: Should any provision of this Plan be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. **Governing Law**: This Plan shall be governed by and construed in accordance with applicable federal and Connecticut state law. Any provision that is in conflict with, or not in compliance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulations, now or hereafter existing.

10.07. **Gender**: All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

10.08. **Communication Materials**: All Communication materials created by Group which relate to this vision care Plan must adhere to VSP's Member Communication Guidelines, distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval in advance of mailing to Covered Persons. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including, but not limited to, ERISA requirements.

**EXHIBIT A**

**VISION SERVICE PLAN INSURANCE COMPANY  
SCHEDULE OF BENEFITS  
Signature Plan**

**GENERAL**

This Schedule lists the vision care services and vision care materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers. This Schedule forms a part of the Plan or Certificate to which it is attached.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayments as stated below. When Plan Benefits are available and received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the second column below less any applicable Copayments.

**COPAYMENT**

The benefits described herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Copayments are required for Plan Benefits received from Member Doctors and Non-Member Providers. Covered Persons must also follow the proper procedures for obtaining Benefit Authorization.

There shall be a Copayment of \$ 20.00 for the examination payable by the Covered Person to the Member Doctor at the time services are rendered. If materials (lenses and frames) are provided, there shall be an additional \$ 30.00 Copayment payable at the time the materials are ordered. However, the Copayment for materials shall not apply to elective contact lenses.

**PLAN BENEFITS**

	<b><u>MEMBER DOCTOR BENEFIT</u></b>	<b><u>NON-MEMBER PROVIDER BENEFIT</u></b>
<b>VISION CARE SERVICES</b>		
<b><u>Eye Examination</u></b>	Covered in Full*	Up to \$ 40.00*

Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Subsequent regular eye examinations every 12 months.

\*Less any applicable Copayment.

**VISION CARE MATERIALS**

	<b><u>MEMBER DOCTOR BENEFIT</u></b>	<b><u>NON-MEMBER PROVIDER BENEFIT</u></b>
<b><u>Lenses</u></b>		
Single Vision	Covered in full*	Up to \$ 40.00*
Bifocal	Covered in full*	Up to \$ 60.00*
Trifocal	Covered in full*	Up to \$ 80.00*
Lenticular	Covered in full*	Up to \$ 125.00*

Available every 12 months.

**Frames**

	Covered up to Plan Allowance*	Up to \$ 45.00*
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Available every 24 months.

\*Less any applicable Copayment.

Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.

Lenses and frames include such professional services as are necessary, which shall include:

- Prescribing and ordering proper lenses;
- Assisting in the selection of frames;
- Verifying the accuracy of the finished lenses;
- Proper fitting and adjustment of frames;
- Subsequent adjustments to frames to maintain comfort and efficiency;
- Progress or follow-up work as necessary.

**Contact Lenses**

Contact lenses are available once every 12 months in lieu of all other lens and frame benefits available herein. When contact lenses are obtained, the Covered Person shall not be eligible for lenses again for 12 months and frames for 24 months.

**Necessary –**

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Member Doctor or Non-Member Provider. Review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.

**MEMBER DOCTOR  
BENEFIT**

**Professional Fees and Materials**  
Covered in full\*

**NON-MEMBER  
PROVIDER BENEFIT**

**Professional Fees and Materials**  
Up to \$ 210.00\*

**Elective -**

**MEMBER DOCTOR  
BENEFIT**

**Professional Fees\*\* and Materials**  
Up to \$ 105.00\*

**NON-MEMBER  
PROVIDER BENEFIT**

**Professional Fees and Materials**  
Up to \$ 105.00\*

\*Subject to Copayment

\*\*15% discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.

**LOW VISION BENEFIT**

The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses.

	<b><u>MEMBER DOCTOR BENEFIT</u></b>	<b><u>NON-MEMBER BENEFIT</u></b>
<b>Supplementary Testing</b>	Covered in Full	Up to \$125.00

Complete low vision analysis/diagnosis which includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.

<b>Supplemental Care Aids</b>	75% of Cost	75% of Cost
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Subsequent low vision aids.

Copayment for Supplemental Aids: 25% payable by Covered Person.

**Benefit Maximum**

The maximum benefit available is \$1000.00 (excluding Copayment) every two years.

**NON-MEMBER PROVIDER BENEFIT**

Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and Copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Non-Member Provider his full fee. The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. NOTE: There is no assurance that this amount will be within the 25% Copayment feature.

## **EXCLUSIONS AND LIMITATIONS OF BENEFITS**

### **PATIENT OPTIONS**

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Photochromic lenses; tinted lenses except Pink #1 and Pink #2.
- Polycarbonate lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.
- A frame that costs more than the Plan allowance.
- Contact lenses (except as noted elsewhere herein).

## **NOT COVERED**

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than a  $\pm .50$  diopter power); or two pair of glasses in lieu of bifocals;
- Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available;
- Medical or surgical treatment of the eyes;
- Corrective vision treatment of an Experimental Nature;
- Costs for services and/or materials above Plan Benefit allowances;
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

VSP MAY, AT ITS DISCRETION, WAIVE ANY OF THE PLAN LIMITATIONS IF, IN THE OPINION OF VSP's OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.

**EXHIBIT B**

**VISION SERVICE PLAN INSURANCE COMPANY  
SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE  
Signature Plan**

VSP shall be entitled to receive amounts due for each month on behalf of each Eligible Member and his/her Eligible Dependents, if any in the amounts specified below:

ADVANCE PAYMENT: 0.00

ADMINISTRATIVE FEE: Claims + 10%

NOTICE: The amount due under this Plan is subject to change upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.

**VISION SERVICE PLAN INSURANCE COMPANY**

**PLEASE ATTACH TO YOUR  
GROUP VISION CARE PLAN**

**AMENDMENT TO GROUP VISION CARE PLAN**

To be attached to and made part of Group Vision Care Plan Number 12273197 issued to CITY OF BRIDGEPORT.

EXCEPT as specifically amended herein, said Plan shall remain in full force and effect.

IT IS HEREBY AGREED that effective April 1, 2011, the Group Vision Care Plan shall be amended as attached hereto.

**EXHIBIT B**

**VISION SERVICE PLAN INSURANCE COMPANY**

**SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE  
Signature Plan**

VSP shall be entitled to receive amounts due for each month on behalf of each Enrollee and his/her Eligible Dependents, if any in the amounts specified below:

ADVANCE PAYMENT:           \$ 0.00

ADMINISTRATIVE FEE:       \$.51 PER ELIGIBLE ENROLLEE  
(INCLUDES COVERAGE FOR ELIGIBLE DEPENDENTS)

Said rate(s) shall be guaranteed for a term of 45 months through December 31, 2014.

**NOTICE:** The amount due under this Plan is subject to change upon renewal (after the end of the Plan Term or any subsequent Plan Term) or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.

**\*17-10 Consent Calendar**

Amendment to City Council Rules of Order -New Rule  
XIII - EXPENDITURE OF CITY FUNDS.

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**Report  
of  
Committee  
on  
Miscellaneous Matters**

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**Submitted: April 4, 2011**  
**(LAID OVER UNDER THE RULES)**  
Resubmitted: April 18, 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 **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

17-10 (LAID OVER UNDER THE RULES) 4/4/2011

\*17-10 Consent Calendar Resubmitted for Action on 4/18/2011

## NEW RULE XIII EXPENDITURE OF CITY FUNDS

**Be it Resolved**, that the Rules of the City Council of the City of Bridgeport be and hereby are amended to include the following new rule XIII.

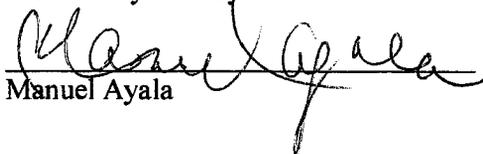
### **New Subsection:**

15. All references to any committee by any City agency, board, commission and/or employee must include an executive summary that sets forth the following data: (a) title of submission, (b) submitting entity, (c) contact person and information, (d) deadline for approval and basis for same, (e) substantive summary of matter, (f) city council action requested, (g) financial impact analysis – to include best reasonable estimates as to all expenditure and revenue effects of the reference if approved as requested, (h) departmental budget line-item to which direct expenditures (including grant matching funds) are anticipated to be charged and (i) draft proposed motion(s) for city council adoption. Copies of all executive summaries shall be distributed to each councilperson electronically and by hardcopy when the matter is referred by the full city council to committee for review.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

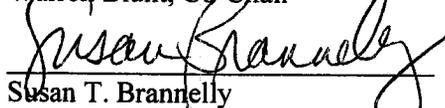
AmyMarie Vizzo-Paniccia, Co-Chair

  
Denese Taylor-Moye

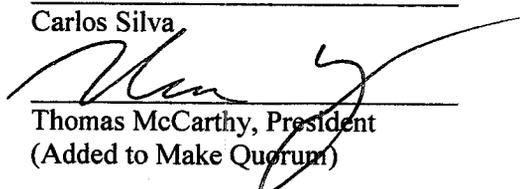
  
Manuel Ayala

Robert Walsh

Warren Blunt, Co-Chair

  
Susan T. Brannelly

Carlos Silva

  
Thomas McCarthy, President  
(Added to Make Quorum)

Council Date: April 4, 2011 (LAID OVER UNDER THE RULES)  
Resubmitted: April 18, 2011

**\*35-10 Consent Calendar**

Consolidated Plan 2008-2013 for Program Year 37  
Annual Action Plan: CDBG, ESG, HOME, HOPWA  
Programs.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: April 18, 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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*35-10 Consent Calendar**

**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**

**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:

*Amended off the floor 4/18/2011:	\$2,524,675
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

\*Amended off the floor 4/18/2011 to add the following:

**WHEREAS**, if the City of Bridgeport receives additional funding from HUD for the PY37 Annual Action Plan, such increase will be allocated to a Contingency Account for future City Council action based upon the applications previously received and considered during the PY 37 process; and



Report of Committee on ECD and Environment  
\*35-10 Consent Calendar

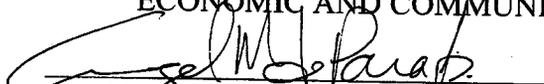
WHEREAS, five Public Hearings were held, two by the Citizens' Union on March 10 and March 11, and three by the Economic and Community Development and Environment Committee of the City Council on March 22, March 23 and March 24, and a Draft Proposed Plan was developed and published for comment on March 18, 2011 and the thirty-day comment period ended on April 18, 2011 and no 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; Now, therefore be it

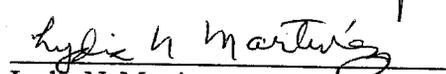
~~individual, is~~ <sup>\*Amended OFF THE FLOOR ON 4/18/2011:</sup> ~~RESOLVED~~, that the Mayor of the City of Bridgeport and <sup>the Chief Administrative Officer and</sup> ~~or the designated~~ <sup>and the Senior</sup> individual, is hereby authorized and empowered to sign the required certifications 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. <sup>Manager of Central Grants and Community Development</sup>

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON

ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Angel M. dePara, Jr. Co-Chairman

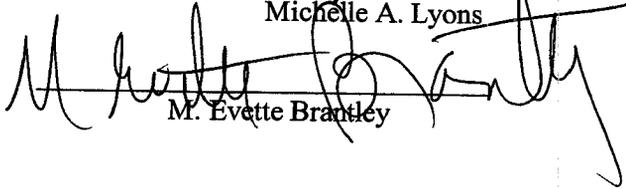
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

Warren Blunt

Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

ECDE Deliberations  
 4/12/11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)
	<b>PUBLIC SERVICES</b>							
	<b>15% Maximum of CDBG Allocation (\$378,701)</b>				0			
45	Affordable Housing Centers	\$80,000	\$0		\$0			
56	American Red Cross	\$10,000	\$0		\$0			
40	BHA North End Summer Program	\$12,000	\$0		\$7,000			
41	BHA Unique and Unified	\$20,000	\$7,000		\$8,000			
61	BPT YMCA South End Comm. Center	\$22,000	\$8,000		\$0			
38	Bridgeport Neighborhood Trust Homeownership Program	\$150,000	\$0		\$0			
36	Caroline House	\$20,043	\$0		\$5,000			
13	Child Guidance Center SIHRY	\$40,000	\$5,000		\$37,729			
C9	COB Dept. on Aging Senior Center Program	\$39,000	\$33,000		\$40,000			
C5	COB East Side Senior Center RENTAL	\$40,000	\$0		\$0			
C6	COB East Side Senior Center PROGRAM	\$20,000	\$5,000		\$40,000			
C7	COB Human Resources YSB Grant Match	\$40,000	\$40,000		\$74,408			
C28	COB Mayor's Conservation Corp.	\$98,285	\$71,000		\$0			
C21	COB Mayor's Conservation Corp.	\$25,000	\$0		\$0			
C21	COB ONR NRZ Leadership Training	\$5,000	\$0		\$0			
C27	COB ONR East End NRZ	\$15,000	\$0		\$6,000			
C22	COB East Side NRZ	\$15,000	\$0		\$0			
C23	COB OPED ONR Financial Literacy	\$60,000	\$0		\$46,035			
C4	COB Office of Person's w/Disabilities	\$40,000	\$30,886		\$0			
C8	COB Parks/Recreation Senior Programs	\$15,000	\$0		\$2,500			
C19	COB Social Services Department - Landlord/Tenant Program	\$5,000	\$0		\$55,110			
C13	COB SS Emergency Relocation	\$55,000	\$40,000					

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Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

ECDE Deliberations  
 4/12/11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)
C3	COB Veteran's Affairs	\$48,933	\$33,000		\$0			
51	CRRRA Garbage Museum	\$16,800	\$0		\$0			
10	CT Free Shakespeare/Dandelion Prod.	\$24,885	\$0		\$5,000			
64	Beardsley Zoo Wild Assemblies	\$15,500	\$0		\$3,828			
60	Downtown Cabaret	\$26,100	\$0		\$5,000			
9	FSW	\$15,000	\$0		\$0			
3	GBAPP	\$10,000	\$10,000		\$6,091			
35	Groundwork Bridgeport	\$20,307	\$8,000		\$8,000			
8	Hall Neighborhood House Ella Jackson Senior Center	\$70,000	\$0		\$0			
5	IDEA for Autism	\$32,500	\$0		\$4,000			
11	IDEA for Autism	\$12,000	\$5,000		\$0			
11	McGivney Center	\$14,000	\$0		\$0			
27	Mt. Aery Development Corp.	\$60,000	\$0		\$0			
71	New Beginning Ministry	\$15,000	\$10,000		\$0			
14	North End Community Council	\$16,000	\$0		\$0			
44	Operation Hope	\$16,000	\$5,000		\$3,000			
12	Original Works Inc.	\$35,000	\$5,000		\$0			
82	PIVOT Ministries	\$17,000	\$5,000		\$3,000			
62	BPT Police Athletic League	\$20,000	\$5,000		\$0			
57	Prayer Tabernacle Church of Love	\$85,000	\$15,315		\$0			
58	Prayer Tabernacle Church of Love	\$167,000	\$20,000		\$9,000			
73	Prayer Tabernacle Church of Love	\$57,953	\$20,000		\$2,500			
76	Ralphola Taylor Comm. Center	\$10,000	\$0		\$0			
79	Sickle Cell	\$2,500	\$2,500		\$0			
84	SWAHEC Give Kids a Smile	\$50,000	\$0		\$0			
84	Taste and See Outreach Ministries							

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

ECDE Deliberations  
 4/12/11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)
47	United Congregational Church Community Supper Prgm	\$8,320	\$0		\$2,500			
49	United Congregational Church Project Learn	\$15,000	\$0		\$0			
72	VIP College Preparation	\$46,400	\$0		\$5,000			
	<b>PUBLIC SERVICES SUBTOTAL</b>	<b>\$1,722,526</b>	<b>\$378,701</b>		<b>\$378,701</b>			
	<b>HOUSING</b>							
C31	CG&CD Housing Program Delivery	\$140,000	\$0	\$140,000	\$140,000	\$0		
C1	CG&CD Lead Free Families	\$25,000	\$0	\$25,000	\$25,000	\$0		
C33	CG&CD Residential Rehab Program	\$250,000	\$0	\$75,000	\$0	\$175,000		
C10	COB Housing/Commercial Code	\$143,148	\$110,000	\$0	\$109,225	\$0		
C11	COB Lead Poisoning Prevention	\$159,103	\$159,103	\$0	\$144,388	\$0		
C20	COB ONR Residential Rehab Program	\$200,000	\$0	\$0	\$0	\$0		
26	The Kennedy Center	\$164,015	\$0	\$164,015	\$0	\$0		
23	Mutual Housing of SW CT	\$45,000	\$0	\$45,000	\$0	\$0		
25	Supportive Housing Works	\$15,000	\$0	\$0	\$0	\$0		
29	Third Stone Ridge	\$225,000	\$0	\$0	\$0	\$0		
30	Unity Heights	\$240,000	\$0	\$0	\$0	\$185,000		
	<b>HOUSING SUBTOTAL</b>	<b>\$1,606,266</b>	<b>\$269,103</b>	<b>\$449,015</b>	<b>\$418,613</b>	<b>\$360,000</b>		

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

ECDE Deliberations  
 4/12/11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)
	<b>PUBLIC FACILITIES/Infrastructure</b>							
22	ABCD Freeman Homes	\$175,800	\$0	\$0	\$0	\$20,000		
78	African American Historical Association	\$100,000	\$0	\$0	\$0	\$0		
77	Ark of Christ Ministries, Building Improvements	\$15,000	\$0	\$8,000	\$0	\$0		
75	Bridgeport Community Land Trust, 12 new gardens	\$108,000	\$0	\$0	\$0	\$0		
16	Cardinal Shehan Center Building Repairs	\$22,525	\$0	\$20,000	\$22,525	\$0		
C16	Cardinal Shehan Center Building Repairs	\$1,973,600	\$250,540	\$350,108	\$8,705	\$97,357		
C24	COB OPED ONR NRZ Improvement Projects	\$119,000	\$20,000	\$0	\$99,000	\$0		
C24	COB Parks and Recreation Tree Planting Program	\$300,000	\$0	\$100,000	\$0	\$180,000		
C25	COB Parks and Recreation Greenwood Park Tennis Courts	\$92,000	\$29,200	\$0	\$0	\$92,000		
C26	COB Parks and Recreation Public Park Improvements	\$92,000	\$0	\$0	\$0	\$20,000		
63	GBAPP	\$71,077	\$0	\$0	\$0	\$20,000		
7	Hall Neighborhood House HVAC	\$20,000	\$0	\$0	\$0	\$30,000		
4	IDEA for Autism	\$50,750	\$0	\$0	\$0	\$0		
37	Liberation Programs	\$40,750	\$0	\$0	\$0	\$0		
53	McGivney Center	\$78,110	\$0	\$50,000	\$0	\$30,000		
46	Neighborhood Studios of Ffld County	\$30,770	\$0	\$0	\$0	\$15,000		
42	Neighborhood Studios of Ffld County	\$22,000	\$0	\$20,000	\$0	\$0		
42	Recovery Network of Programs	\$106,715	\$0	\$50,000	\$0	\$0		
83	Taste & See Outreach	\$41,566	\$0	\$0	\$0	\$41,566		
24	United Cerebral Palsy	\$41,566	\$0	\$0	\$0	\$41,566		
	<b>PUBLIC FACILITY/INFRASTRUCTURE SUBTOTAL</b>	<b>\$3,367,663</b>	<b>\$299,740</b>	<b>\$598,108</b>	<b>\$130,230</b>	<b>\$545,923</b>		

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

ECDE Deliberations  
 4/12/11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)
	<b>ECONOMIC DEVELOPMENT</b>							
		\$250,000	\$0	\$50,000	\$47,000	\$0		
74	Community Capital Fund Business Loan Fund	\$200,000	\$100,000	\$0	\$0	\$125,000		
C14	COB OPED Small Business Gap Fund	\$150,000	\$0	\$100,000	\$0	\$100,000		
C15	COB OPED, Storefront Improvement Program	\$163,000	\$50,000	\$0	\$0	\$100,000		
69	Greater BPT Community Enterprises Mattress Recycling	\$163,000	\$50,000	\$0	\$0	\$100,000		
	<b>ECONOMIC DEVELOPMENT SUBTOTAL</b>	<b>\$763,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$47,000</b>	<b>\$350,000</b>		
	<b>ANTI-BLIGHT</b>							
		\$175,000	\$0	\$58,800	\$0	\$0		
C18	COB OPED ONR Demolition	\$175,000	\$0	\$58,800	\$0	\$0		
	<b>PLANNING/ADMIN</b>							
		\$128,000	\$0	\$0	\$0	\$0		
	<b>MAX=20% CDBG ALLOCATION - (\$504,935)</b>							
39	Seaside Village Homes	\$88,000	\$0	\$0	\$0	\$0		
C17	COB ONR NRZ Planning - Reservoir and Phase II Black Rock	\$649,202	\$504,935	\$0	\$504,935	\$0		
C32	CG&CD CDBG Administration	\$865,202	\$504,935	\$0	\$504,935	\$0		
	<b>Planning/Admin SUBTOTAL</b>	<b>\$865,202</b>	<b>\$504,935</b>					
	<b>SECTION 108</b>							
		1,045,196	\$922,196		\$1,045,196			
	<b>Section 108 Loan Repayment</b>	<b>\$1,045,196</b>	<b>\$922,196</b>		<b>\$1,045,196</b>			
	<b>Section 108 SUBTOTAL</b>	<b>\$1,045,196</b>	<b>\$922,196</b>		<b>\$1,045,196</b>			
	<b>GRAND TOTAL CDBG</b>	<b>\$2,524,675</b>	<b>\$1,255,923</b>	<b>\$1,255,923</b>	<b>\$2,524,675</b>	<b>\$1,255,923</b>		

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

ECDE Deliberations  
 4/12/11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)
	<b>EMERGENCY SHELTER GRANT</b>							
	<b>CANNOT EXCEED \$101,866</b>							
20	ABCD Energy Assistance	\$90,339	\$16,400		\$15,000			
21	ABCD Rental Assistance	\$90,339	\$16,400		\$15,000			
19	ABCD St. Stephen's	\$41,600	\$9,000		\$6,366			
33	Alpha Community Services	\$50,000	\$17,066		\$25,000			
81	Ark of Christ Ministries	\$18,466	\$0		\$0			
68	Bpt. Tabernacle SDA	\$24,200	\$5,000		\$5,000			
C2	COB Human Services Veterans Food Pantry	\$25,000	\$3,000		\$5,000			
85	East End Community Council	\$10,000	\$2,000		\$2,500			
1	Frank Habansky Food Pantry	\$10,000	\$4,000		\$5,000			
2	Greater Bpt. Adolescent Pregnancy Program	\$26,364	\$8,000		\$3,500			
28	Healing Tree Kings Pantry	\$30,000	\$8,000		\$5,000			
15	North End Community Council	\$10,000	\$3,000		\$2,500			
59	Prayer Tabernacle Church of Love	\$70,000	\$0		\$0			
43	Recovery Network of Programs/Heat Timer	\$6,000	\$0		\$0			
54	Recovery Network of Programs/Bright Timer	\$12,480	\$0		\$0			
50	Refocus Outreach Ministry/Bright Space	\$28,707	\$0		\$0			
48	United Congregation Church/Feel the Warmth	\$15,000	\$3,000		\$5,000			
C29	United Congregation/Feel the Warmth Food Pantry	\$7,000	\$7,000		\$7,000			
	<b>TOTAL</b>	<b>\$565,495</b>	<b>\$101,866</b>		<b>\$101,866</b>			

Program Year 37 Funding Requests and Allocations  
 Department of Central Grants and Community Development

ECDE Deliberations  
 4/12/11

#	Program Year 37 Funding Requests and allocations	Year 37 Requested	Year 37 Citizen Union Recommend	Year 37 Citizen Union Recommend (reprogram)	Year 37 ECDE Recommend	Year 37 ECDE Recommend (reprogram)	Final Council Approval	Final Council Approval (reprogram)
	<b>HOPWA</b>							
	<b>CANNOT EXCEED \$592,353</b>							
31	AIDS Project Greater Danbury	\$114,000.00	\$101,000		\$75,000			
34	Alpha Community Services	\$40,000.00	\$0		\$0			
80	Ark of Christ Ministry/Counseling Center	\$6,700.00	\$68,000		\$70,000			
18	Catholic Charities/Scattered Site Housing	\$217,000.00	\$53,000		\$43,000			
17	Chemical Abuse Services Agency	\$98,462.00	\$125,000		\$120,000			
32	Mid Fairfield AIDS Project	\$153,000.00	\$77,000		\$80,000			
52	Recovery Network of Programs/Prospect House	\$85,369.00	\$40,966		\$75,000			
55	Refocus Outreach Ministry, Inc	\$182,968.00	\$101,000		\$111,583			
6	St. Luke's Community Service	\$26,387.00	\$26,387		\$17,770			
C30	CG&CD Administration							
	<b>TOTAL</b>	<b>\$1,054,520</b>	<b>\$592,353</b>		<b>\$592,353</b>			
	<b>HOME ALLOCATION PLAN</b>							
	<b>CANNOT EXCEED \$1,072,062</b>							
	Administration (10%)	\$107,206	\$107,206		\$107,206			
	Rental Production	\$800,000	\$800,000		\$800,000			
	Home Ownership Activities	\$164,856	\$164,856		\$164,856			
		\$1,072,062	\$1,072,062		\$1,072,062			

55-10

Agreement with Bridgeport City Supervisors -  
Association (BCSA) regarding a collective bargaining  
unit agreement.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: April 18, 2011**

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

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



City Clerk

Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

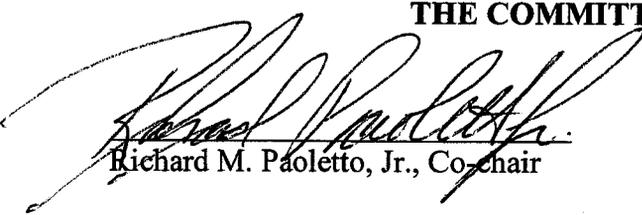
*To the City Council of the City of Bridgeport.*

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

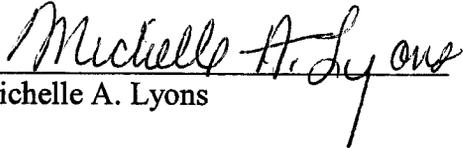
**55-10**

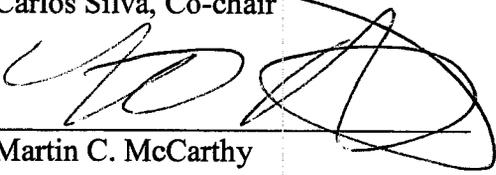
**RESOLVED**, That the attached collective bargaining agreement with Bridgeport City Supervisors Association (BCSA) for the period of January 1, 2011 thru June 30, 2013, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

  
Richard M. Paoletto, Jr., Co-chair

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

  
Michelle A. Lyons

  
Martin C. McCarthy

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

  
Robert P. Curwen, Sr.

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

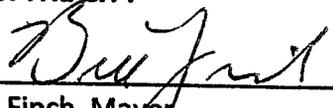
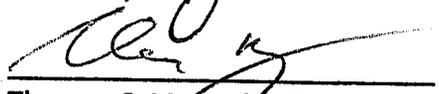
City Council: April 18, 2011

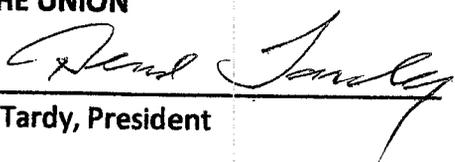
**Tentative Agreement  
Between  
City of Bridgeport  
And  
Bridgeport City Supervisors' Association**

Contract Date	PCS
1/1/2011 to 6/30/2011	21%
7/1/2011 to 6/30/2012	25%
7/1/2012 to 6/30/2013	25%

1. The parties agree that in drafting this agreement, the value of existing BCSA vacancies has been counted towards the BCSA concession bargaining financial goal. Said vacancies can only be filled at the sole discretion of the City of Bridgeport.
  
2. BCSA members agree to serve two (2) furlough days by June 30, 2011. The gross value (as of date of signing) of any furlough days taken pursuant to this Agreement will either be:
  - a) spread out evenly and withheld from the employee's paychecks between the payroll entry date and June 24, 2011, or;
  - b) taken in the pay period of the furlough day usage.
  
3. All parties agree that said furlough days shall be taken in conjunction with Department needs and with reasonable notice to and approval of the Department Head.
  
4. The City of Bridgeport agrees that there will be no layoffs of current BCSA bargaining unit members through 6/30/11 with the following exceptions: a cut to any state funding provided to the city, a cut to any federal funding provided to the city, a cut to or any funding deficiency to any grant funding a BCSA position, or a fiscal emergency declared by the Mayor with the definition of fiscal emergency to be determined solely by the Mayor.

This Tentative Agreement agreed to by all parties on this \_\_\_\_\_ day of December 2010.

**FOR THE CITY**  
  
\_\_\_\_\_  
Bill Finch, Mayor  
  
\_\_\_\_\_  
Thomas C. McCarthy, Deputy  
Director of Labor Relations

**FOR THE UNION**  
  
\_\_\_\_\_  
Bernd Tardy, President