

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 7, 2009

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Adoption of City Council Rules

Election of City Council President

Appointment of City Council Standing Committees

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 01-09** Communication from Airport Manager re Proposed Agreement between the City and the State for Final Design and Permitting for the Realignment of Main Street, (Route 113), File No AERO 5800-1613, State Project No. DOT00150336PE, referred to Contracts Committee.
- 02-09** Communication from Public Facilities re Settlement of claim by Music and Arts Center for Humanity, Inc. regarding termination of lease, referred to Miscellaneous Matters Committee.
- 03-09** Communication from Public Facilities re Application for Driveway Permit: #124-140 Logan Street, referred to Public Safety and Transportation Committee.
- 04-09** Communication from Central Grants and Community Development re Grant Submission: 2009-2012 State Department of Public Health for a STD/TB Control Program Grant, referred to Economic and Community Development and Environment Committee.
- 05-09** Communication from Central Grants and Community Development re Grant Submission: 2009-2010 State Department of Public Health for a Childhood Lead Poisoning Prevention - Education Outreach Program, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES: (Continued)

- 06-09** Communication from Tax Collector re Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 07-09** Communication from City Clerk re Certification of Oath of Office of City Council Members, **ACCEPTED AND MADE PART OF THE RECORD.**
- 08-09** Communication from Mayor re Appointment of Cynthia S. Maignan (D) to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.
- 09-09** Communication from Mayor re Appointment of Osman Shabazz (D) to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.
- 10-09(A)** Communication from Labor Relations and Benefits Administration re Proposed Amended and Restated Agreement - Deferred Compensation Plan under I.R.C. Section 457, referred to Contracts Committee.
- 10-09(B)** Communication from Labor Relations and Benefits Administration re Proposed Amended and Restated Agreement - Section 401(a), Money Purchase Pension Plan, referred to Contracts Committee.
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- 12-09** Communication from City Attorney re Proposed Settlement of Pending Lawsuit Joseph Gasparri v. Martin Pizighelli, referred to Miscellaneous Matters Committee.
- 13-09** Communication from Central Grants & Community Development re Proposed Approval of 2010-2012 Citizens' Union Committee, referred to Miscellaneous Matters Committee.
- 14-09** Communication from Central Grants & Community Development re Consolidated Plan for Housing and Community Development Program Year 35 Annual Action Plan: Community Development Block Grant Program, referred to Economic and Community Development and Environment Committee.
- 15-09** Communication from Central Grants & Community Development re Proposed Amendment to the Consolidated Plan for Housing and Community Development 2008-2013; Community Development Block Grant Program, referred to Economic and Community Development and Environment Committee.

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- 17-09** Communication from OPED re (Ref. #125-08) Proposed Modification of the Development Program for the former Webster School, referred to Economic and Community Development and Environment Committee.

- 18-09** Communication from OPED re Proposed Agreement to Fix Assessment for Certain Units within 800 Seaview Avenue, referred to Economic and Community Development and Environment Committee.

CITY COUNCIL MEETING

Monday, December 7, 2009

7:00 pm.

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

ATTEST
CITY CLERK

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

Council member Tom McCarthy called the meeting to order at 7:20 p.m.

He announced that Mayor Finch would be delayed.

Council member Holloway stated that since Council member McCarthy technically wasn't the council president anymore, he questioned what the consensus was regarding this from the Mayor's office and other city council members.

Council member McCarthy said the matter was discussed and it was determined that the current council president remains the president until after the meeting, when a new council president is elected.

- ** **COUNCIL MEMBER CURWEN MOVED TO HAVE COUNCIL MEMBER TOM MCCARTHY CHAIR THE MEETING**
- ** **COUNCIL MEMBER BRANTLEY SECONDED**

Council member Holloway said that it couldn't be done. He said that if the Mayor was supposed to be present to chair the meeting, then the council president term had already ended. He added that today was a new city council meeting and he stressed that Council member McCarthy wasn't the council president at this time.

City Attorney Anastasi referenced Chapter 5- Section 4A that read the council president elected should remain until November 30 if it's an odd year or until a successor is elected. Also, the council president presides in the absence of the Mayor, per Section-C, but the Mayor doesn't have a vote in the election of the council president. Therefore, Council member McCarthy had a vote as a council member only.
He further referenced Chapter 2-Section 8 regarding the successor guidelines.

Attorney Anastasi stated that it would be appropriate to act on Council member Curwen's motion; he stated that when there is no chairperson present, someone needed to be elected to conduct the meeting.

Council member McCarthy stated that he wasn't looking to run the meeting. However, he agreed with Attorney Anastasi that he was still the council president until a new one was elected. He suggested that they either wait for the Mayor to show up or they could act on the motion to conduct the meeting.

Council member Holloway was adamant that they should wait for the Mayor's arrival. Some of the other council members agreed that they should wait.

The meeting recessed at 7:30 p.m.

Mayor Finch arrived to the meeting at 7:32 p.m. He resumed and called the meeting to order.

- Prayer - the prayer was offered by Council member Martin McCarthy.
- Pledge of Allegiance - the pledge was led by Council member Holloway.
- Roll Call - the city clerk took the roll and announced there was a quorum.
- Moment of Silence - a moment of silence was requested by Council member Holloway to recognize the 68th anniversary since Pearl Harbor.

Mayor Finch apologized for being late.

Adoption of City Council Rules

- ** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
- ** COUNCIL MEMBER ANDERSON AYALA SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

Election of City Council President

- ** COUNCIL MEMBER LYONS MOVED TO NOMINATE COUNCIL MEMBER THOMAS McCARTHY**
- ** COUNCIL MEMBER BONNEY SECONDED**

Hearing no other nominations, a roll call vote was taken:

- ** MOTION PASSED WITH A MAJORITY VOTE**

Council President McCarthy expressed his appreciation for the nomination and the vote; for the confidence extended to him to serve as the council president for another two years, to Mayor Finch, the city council members and guests. He noted that although he wasn't perfect, he stated that more communication is needed between the city council and the administration. He stressed that he will always put Bridgeport first and serves in the best interest of the city. He commented on behalf of all city officials that it has been a struggle to make good decisions to represent their constituents well. He further stated that he was proud of all that everyone puts into their job serving the city.

Appointment of City Council Standing Committees

Council President McCarthy was recognized to announce the appointments of the city council standing committees. He stated that the process coordinating the committees was carefully thought out, and he tried to maintain what they had for the last two years – *he read the committees that were assigned and the listing was submitted to the city clerk's office.*

In addition, he announced the following and the Liaisons to Various Boards and Commissions.

Council President - Thomas McCarthy

President Pro Tempore - Carlos Silva

Majority Leader- Richard Bonney

**** COUNCIL MEMBER THOMAS McCARTHY MOVED TO APPROVE APPOINTMENTS OF CITY COUNCIL STANDING COMMITTEES**

**** COUNCIL MEMBER WALSH SECONDED**

It was stated that a new Liaison to the Zoo had been created. The liaison will be Council member Vizzo-Paniccia.

Council member Holloway stated the council president had a right to submit names for appointments for every committee, but he thought they needed to look back at who was attending meetings on a monthly basis, bi-monthly etc. He expressed that Council member Baker has shown up at every Budget & Appropriations Committee meeting and he felt he should have been nominated as a committee member. He said that was his plight and disappointment, in that the Budget & Appropriations Committee was a committee that controls everything. He reiterated that Council member Baker has been diligent in attending all the meetings, but he realized it was the choice of the council president.

A roll call vote was taken - It was clarified that a **yes vote** = a vote for the appointments as they were submitted by the council president *and* a **no vote** = a vote against the appointments:

Attorney Anastasi advised that the city council president nominates and assigns the appointments and the city council ratifies the vote.

**** MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND FOUR VOTES IN OPPOSITION (COUNCIL MEMBERS: BONNEY, BLUNT, SILVA and BAKER)**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER PAOLETTO MOVED TO REFER
** COUNCIL MEMBER HOLLOWAY SECONDED**

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- ** **MOTION PASSED UNANIMOUSLY**
- ** **COUNCIL MEMBER HOLLOWAY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE**
- ** **COUNCIL MEMBER dePARA SECONDED**
- ** **MOTION PASSED UNANIMOUSLY**
- ** **COUNCIL MEMBER HOLLOWAY MOVED TO REFER RE: TRANSFER OF THE BRIDGEPORT FERRY FROM THE DOCK AT WATER STREET TO**

**THE NORTH SIDE OF THE HARBOR ON THE EAST SIDE OF
BRIDGEPORT (ITEM # 21-09)**

**** COUNCIL MEMBER CURWEN SECONDED**

Council member Holloway stated that a resolution was drafted for the support of this item, but it didn't have anything to do with moving the ferry. He emphasized that they could either sign on in support of the resolution or not. He reiterated that it was only a resolution in support.

**The proper committee to be referred to will be determined.*

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES
FOR**

THE PURPOSE OF ADDING AN ITEM FOR REFERRAL TO COMMITTEE

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ADD AN ITEM NOT ON
THE AGENDA RE: STIPULATION OF RONALD F. DEBIASE WORKERS'
COMPENSATION CLAIM REFERRED TO MISCELLANEOUS MATTERS
COMMITTEE (ITEM # 19-09)**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER T. McCARTHY MOVED TO SUSPEND THE RULES
FOR THE PURPOSE OF REFERRAL TO COMMITTEE**

**** COUNCIL MEMBER AUSTIN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER T. McCARTHY MOVED TO REFER RE:
CONVEYANCE OF PROPERTIES LOCATED AT 354 and 368 MAIN
STREET (AKA LITTLE LIBERIA by the CITY OF BRIDGEPORT to THE
MARY and ELIZA FREEMAN CENTER for HISTORY and COMMUNITY,
INC. ("FREEMAN CENTER") TO MISCELLANEOUS MATTERS
COMMITTEE (ITEM # 20-09)**

**** COUNCIL MEMBER BRANTLEY SECONDED**

Mayor Finch commented that this item was an important part of our history and he acknowledged everyone who worked on it.

**** MOTION PASSED UNANIMOUSLY**

Other business:

Council member Walsh reminded Mayor Finch and Council President McCarthy that in the last leg of the session, there was talk of acquiring budgetary impact, but it hasn't been done yet. He stressed that he would like to see it happen to start off on the right foot.

Council President McCarthy concurred with Council member Walsh.

- ◆ BRBC annual dinner tomorrow December 9, 2009 at 5:30 p.m. It was noted that there were only a certain number of seats available on a first come first serve basis. The dinner will be held at the Trumbull Marriott Hotel; contact Gail Solis to R.S.V.P.
- ◆ Reminder to please respond to the Christmas party invitation.
- ◆ It was announced that Deborah Caviness was being rewarded for her work in the Minority Office by the BRBC.
- ◆ It was noted that Jonathan Silva, Council member Carlos Silva's son has been accepted to the YNH Criminal Services Program. Congratulations were extended to him on behalf of the city council.
- ◆ Council member Holloway expressed some opposition to holding the BRBC meeting outside of the Bridgeport area in Trumbull; he noted that the title read "**Bridgeport**" Regional Business Council.

ADJOURNMENT

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:10 p.m.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

APPOINTMENTS TO COMMITTEES AND LIAISONS TO VARIOUS BOARDS/COMMISSIONS
CITY COUNCIL MEETING

MONDAY, DECEMBER 7, 2009

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Council Leadership:

City Council President: Thomas C. McCarthy

President Pro Tempore: Carlos Silva

Majority Leader: Richard Bonney

Committee on Budget and Appropriations:

- 1) Robert Curwen – Co-chair
- 2) Angel DePara– Co-chair
- 3) Susan Brannelly
- 4) AmyMarie Vizzo-Paniccia
- 5) Carlos Silva
- 6) Lydia Martinez
- 7) Howard Austin

Committee on Contracts:

- 1) Carlos Silva – Co-chair
- 2) Richard Paoletto – Co-chair
- 3) Michelle Lyons
- 4) Martin McCarthy
- 5) James Holloway
- 6) Howard Austin
- 7) Robert Curwen

Committee on Public Safety and Transportation:

- 1) Michelle Lyons – Co-chair
- 2) Susan Brannelly – Co-chair
- 3) Richard Bonney
- 4) Anderson Ayala
- 5) M. Evette Brantley
- 6) Manny Ayala
- 7) Denese Taylor-Moye

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Committee on Ordinances:

- 1) Richard Paoletto – Co-chair
- 2) Andre Baker – Co-chair
- 3) Martin McCarthy
- 4) Angel DePara
- 5) Richard Bonney
- 6) AmyMarie Vizzo-Paniccia
- 7) Anderson Ayala

Committee on Economic and Community Development and Environment:

- 1) Angel DePara– Co-chair
- 2) Robert Curwen – Co-chair
- 3) Lydia Martinez
- 4) Michelle Lyons
- 5) Anderson Ayala
- 6) Warren Blunt
- 7) M. Evette Brantley

Committee on Miscellaneous Matters

- 1) AmyMarie Vizzo-Paniccia – Co-chair
- 2) Warren Blunt – Co-chair
- 3) Manny Ayala
- 4) Carlos Silva
- 5) Susan Brannelly
- 6) Robert Walsh
- 7) Denese Taylor-Moye

Committee on Education and Social Services

- 1) Denese Taylor-Moye– Co-chair
- 2) M. Evette Brantley – Co-chair
- 3) Lydia Martinez
- 4) Martin McCarthy
- 5) Richard Bonney
- 6) Andre Baker
- 7) Robert Walsh

School Buildings Committee Members:

James Holloway – Co-Chair
Robert Curwen – Co-Chair
Lydia Martinez

Liaisons to Various Board and Commissions:

- Liaison to the Chamber of Commerce: AmyMarie Vizzo-Paniccia

- Liaison to Fire Commission: Martin McCarthy
- Liaison to Harbor Commission: Denese Taylor-Moye
- Liaison to Housing Authority: Anderson Ayala
- Liaison to Library: Susan Brannelly
- Liaison to Parks Commission: Carlos Silva
- Liaison to Police Commission: Angel DePara
- Liaison to Port Authority: M. Evette Brantley
- Liaison to WPCA: Richard Bonney
- Liaison to the Zoo: AmyMarie Vizzo-Paniccia



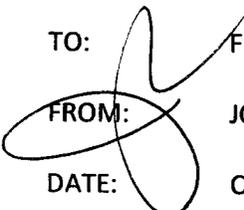
CITY OF BRIDGEPORT
SIKORSKY
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

COMM #01-09 Referred to Contracts Committee on 12/7/09

MEMO

TO:  FLEETA HUDSON, CITY CLERK

FROM: JOHN K. RICCI, AIRPORT MANAGER

DATE: OCTOBER 26, 2009

RE: AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND THE STATE OF CONNECTICUT FOR FINAL DESIGN AND PERMITTING FOR THE REALIGNMENT OF MAIN STREET, STRATFORD, CT. (ROUTE 113)

Please place the above referenced Agreement between the City of Bridgeport and State of Connecticut before the City Council and all appropriate Committees for approval to authorize the Mayor to sign on behalf of the City.

Enclosed are fourteen (14) copies of the Agreement.

If you have any questions, please contact me.

JKR:n

enclosures (14)

11/11/09 11:11 AM
CITY CLERK'S OFFICE
09 OCT 27 AM 9:20

**AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
AND
THE CITY OF BRIDGEPORT
FOR
FINAL DESIGN AND PERMITTING FOR THE REALIGNMENT
OF MAIN STREET (CT ROUTE 113)
AT
IGOR I. SIKORSKY MEMORIAL AIRPORT

FILE NO. AERO 5800-1613**

State Project No. DOT00150336PE

FAA Project No. 3-09-0002-24-2007

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ by and between the State of Connecticut, Department of Transportation, hereinafter referred to as the State, and the City of Bridgeport, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the Second Party has submitted to the State a Project Application dated July 11, 2007 for the final design and permitting for the realignment of Main Street (CT Route 113) at Igor I. Sikorsky Memorial Airport (hereinafter referred to as the Airport), and

WHEREAS, the State has approved a grant of State funds for the proposed improvements of the Airport (hereinafter referred to as the "Project"), summarized as follows:

- o Final Design and Permitting for the Realignment of Main Street (CT Route 113). (State Project No. DOT00150336PE)

WHEREAS, the State, pursuant to Section 13b-50(e) of the General Statutes of Connecticut, as revised, is authorized to render financial assistance by grant of funds to any municipality for improvement of an airport owned or controlled by such municipality.

NOW, THEREFORE, KNOW YE the parties hereto agree as follows:

1. The State, in consideration of:
 - a. The Second Party's adoption and ratification of the representations and assurances contained in said Project Application, and
 - b. The benefits to accrue to the State and the public from the accomplishment of the Project, and from the operation and maintenance of the Airport, and
 - c. The Second Party's acceptance of all the terms of the Agreement, shall pay to the Second Party an amount equal to seventy-five percent (75%) of the non-federal share of the total cost of all items deemed eligible by the Federal Aviation Administration (FAA), and authorize the Second Party to proceed with the Project.

2.
 - a. The maximum amount payable by the State under this Agreement shall be as follows for the Project, unless provided for by means of a Supplemental Agreement:
 - i. FAA Project No. 3-09-0002-24-2007, State Project No. DOT00150336PE, Nineteen Thousand Five Hundred Dollars (\$19,500)
 - b. Notwithstanding the foregoing, additional work authorized, in writing by the State that results in an accumulative fee of less than fifteen percent (15%) of the State share, as specified in Article (2) above, shall be reimbursed under the terms of this Agreement.

c. SUMMARY OF PROJECT COSTS

Federal Project No. 3-09-0002-24-2007, State Project No. DOT00150336PE

Federal Aviation Administration	95%-	\$ 494,000.00
State of Connecticut	3.75%-	\$ 19,500.00
Second Party	1.25%-	\$ <u>6,500.00</u>
Total	100%-	\$ 520,000.00

3. Payments by the State may be made as the work progresses and based upon billings submitted by the Second Party on forms furnished by the State, which billings shall be fully substantiated and certified as true and correct. If not sooner made, final payments shall be made by the State upon verification of Project completion and shall be based on final FAA determination of cost and reimbursement.
4. The State shall have the right to audit all data, accounts, charges, payrolls, and such other records as may have any bearing on the payments made or to be made by the State under the terms of this Agreement.
5. The State shall make final payment upon the acceptance by the Second Party of the completed Project and completion of all requirements of this Agreement, including requisite audits.
6. The State assumes no liability for payment under the terms of this Agreement until the Second Party is notified in writing by the State that said Agreement has been approved as to form by the Attorney General.
7. The Second Party's budget will provide funding for the Project as follows as the Second Party's share of the Project's funding.
 - a. FAA Project No. 3-09-0002-24-2007, State Project No. DOT00150336PE, Six Thousand Five Hundred Dollars (\$6,500)
8. The Second Party shall permit the State to inspect, at any time, all work performed under the terms of this Agreement, at any stage of the work.
9. The Second Party agrees that during the term of this Agreement, including any extensions thereof, it shall, and it shall ensure any subcontractor(s) retained shall, indemnify and save harmless the State, its officers, agents and employees from all claims, suits, actions, damages, and cost of every name and description resulting from or arising out of operations conducted by, or capital purchases made by, the Second Party and/or any of its subcontractor(s) under this Agreement or prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage.
 - a. The Second Party shall not subcontract any portion of this Agreement without the written approval of the State. The form of the subcontractor's agreement shall be as developed by the Second Party and approved by the State.
 - b. If applicable, until the Project(s) is (are) completed, the Second Party shall maintain, or cause its subcontractor(s) hired to complete the Project(s) to maintain, builder's risk insurance in an amount not less than the amount of the Grant, or the Second Party shall maintain unrestricted reserves in an

amount not less than the amount of the Grant. In addition, the Second Party shall carry, and ensure it's subcontractor(s) shall carry, Workers Compensation Insurance in accordance with the laws of the State of Connecticut.

10. With the execution of this Agreement, the Second Party acknowledges that it has sufficient funds to meet the requirements of the Second Party's share as specified in the Summary of Project Costs stated in this Agreement.
11. It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Second Party, unless requested to do so by the State. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.
12. If this is a planning project, the Second Party shall establish a Citizen Advisory Committee consisting of a representative of the Connecticut Department of Transportation, airport users, local residents, business interests, planners, and airport representatives, to facilitate public participation in the planning process. The Citizen Advisory Committee shall receive working drafts or technical memoranda for their review and comment, and participate in Advisory Group and Public Information
13. The Second Party agrees to comply with all Federal, State and Municipal laws that apply to this Agreement.
14. Any misrepresentation or omission of a material fact by the Second Party concerning the Project or the Second Party's authority or ability to carry out the obligations assumed by the Second Party under the terms of this Agreement shall terminate the obligation of the State, and it is understood and agreed by the Second Party that if a material fact that has been misrepresented or omitted by the Second Party, the State may recover all payments made under this Agreement.
15. This Agreement shall remain in full force and effect throughout the Project. The Agreement shall terminate upon the close out of all construction work, financial record keeping, business, and other matters related to the Project. The Second Party agrees that it shall maintain and protect the Project for a period not to exceed twenty (20) years from the date of this Agreement and all similar requirements of the FAA and the State as may be provided elsewhere in this Agreement, the FAA assurances associated with the Project, and any similar requirements, unless said Agreement is terminated in accordance with Article 16 herein.

16. This Agreement may be terminated at any time by the State by giving the Second Party thirty (30) calendar days written notice to that effect, utilizing either certified mail or personal delivery. Upon expiration of the said notice period of time and in the absence of written agreement by the parties hereto to the contrary, this Agreement shall then be null and void.
17. It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:
 - a. Be in writing addressed to:
 - i. When the State is to receive such notice-

Commissioner of Transportation
Connecticut Department of Transportation
P. O. Box 317546
Newington, CT 06131-7546
 - ii. When the Second Party is to receive such notice-

William Finch, Mayor
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604
 - b. Be delivered in person or be mailed United States Postal Service – “Certified Mail” to the address recited herein as being the address of the party to receive such notice; and ,
 - c. Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term “official notice” as used herein, shall be construed to include, but not be limited to, any request, demand authorization, direction, waiver, and/or consent of the party (ies) as well as any ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this “official notice” specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is

(are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

18. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

19. Maintenance and Audit of Records.

The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving State funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

(b) STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$100,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$100,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the audit report must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The audit report shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The

sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to the project shall be maintained for seven (7) years after issuance of the project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State and/or Federal Auditors upon request.** The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the work papers and reports of the independent CPA be maintained for a minimum of three (3) years from the date of the Audit Report.

The State reserves the right to audit or review any records/work papers of the entity or municipality and the CPA pertaining to the Agreement.

20. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.
21. This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to

Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Second Party's request, the State shall provide a copy of these Orders to the Second Party.

22. As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et. Seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement.
23. The Second Party's representative, authorized to execute this Agreement, shall upon request of the State, and on the certificate supplied by the State, certify that all work, including consultant agreements, contracts, subcontracts, plans, specifications, estimates and other information developed for the Project for which the Second Party has or will receive monies, grants, reimbursements, etc., from Federal or State agencies was performed in accordance with the terms of this Agreement, grants or Federal and State laws under which the monies are being provided to the Second Party. In addition, the Second Party also will certify that as a condition of its acceptance of State and/or Federal monies, the Second Party will comply with all State and Federal Civil Rights laws, executive orders, and regulations.
24. The Second Party, notwithstanding any other provision of this Agreement, is solely responsible for the Project.
25. Suspended or debarred second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
 - a. The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:
 1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
 4. Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract agreement entered into on or after the date of this Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders entered into on or after the date of this Agreement.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach any explanation to this proposal.
26. The Second Party certifies, by signing and submitting this Bid, Agreement, Contract, Proposal, to the best of his/her/its knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Second Party, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Second Party shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the attached Disclosure Form-LLL shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The Second Party also agrees by submitting his/her/its Bid, Agreement, Contract, Proposal that he/she/it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly. **These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P. O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager."**

27. This clause applies to those Second Parties who are or will be responsible for compliance with terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.
28.
 - a. Insurance. With respect to the operations performed under the terms of this Agreement, and also those performed for the Second Party by

subcontractors, the Second Party will be required to carry, and shall ensure its subcontractors(s) carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs 1) and 2) below, the following minimum insurance coverages at no direct cost to the State. In the event the Second Party and/or subcontractor(s) secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs 1) and 2) below, the State of Connecticut shall be named as an additional insured.

- 1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
 - 2) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
 - 3) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.
- b. In conjunction with Section a of this Article, the Second Party agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. The certificate of insurance shall specify amounts deductible, if any, for each type of coverage in the policy or policies. For the Workers' Compensation insurance and, as applicable,

U.S. Longshore and Harbor Workers' Compensation Act coverage, please indicate the policy number and term of the policy on the form or forms.

- c. The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.
29. If applicable, the Second Party hereby acknowledges and agrees to comply with the guidelines stipulated in Policy F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers, and Consultants, which is attached hereto and hereby made a part of this Agreement. The Office of Policy and Management's General Letter No. 97-1, dated November 1996, is also attached hereto and hereby made a part of this Agreement and the guidelines stipulated therein are utilized, when applicable, in accordance with this Policy Statement.

If the Federal Highway Administration's approval is required prior to entering a supplemental agreement, as stipulated in the attached Policy Statement, the Second Party must submit their request to the initiating unit. The initiating unit will forward the Second Party's request to the Federal Highway Administration for review and provide the Second Party with the Federal Highway Administration's decision.

The Second Party shall submit to the State for review and approval, any proposed Agreement between the Second Party and a consultant prior to its execution. No reimbursement costs may be incurred on consultant agreements prior to the State's written approval.

The Second Party shall ensure that all parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

30. The Second Party shall assume full responsibility for accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's/Architect's Seal of any engineer/architect used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.
31. This Agreement, when fully executed by both parties, constitutes the entire Agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in

the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

32. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.
33. The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with the Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
34. Nothing herein shall be construed to waive any of the State's Immunities.
35. The Agreement itself is not an authorization for the Second Party to provide goods or begin performance in any way. The Second Party may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Second Party providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Second Party's own risk.

The State shall issue a purchase order against the Agreement directly to the Second Party and to no other party.

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The parties hereto have set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Joseph F. Marie, Commissioner

BY: _____ (seal)
Albert A. Martin
Deputy Commissioner

DATE: _____

SECOND PARTY
CITY OF BRIDGEPORT

BY: _____
William Finch
Mayor

DATE: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

DATE: _____



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics
Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

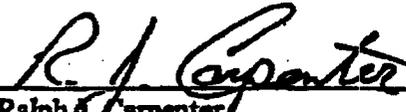
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph A. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial filing
 - b. material change
- For Material Change Only:
 Year _____ Quarter _____
 Date of Last Report _____

4. Name and Address of Reporting Entity:

4 Prime 5 Subawardee Tier if known
 Congressional District, if known: _____

5. If reporting entity in No. 4 is Subawardee, enter Name and Address of Prime:

Congressional District, if known: _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known: \$ _____

10. a. Name and Address of Lobbying Entity

(if individual, last name, first name, MI): _____

b. Individuals Performing Services

(including address if different from No. 10a)
(last name, first name, MI): _____

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):

\$ _____ 6 actual 7 planned

13. Type of Payment (check all that apply):

- 10 a. retainer
- 11 b. one-time fee
- 12 c. commission
- 13 d. contingent fee
- 14 a. deferred
- 15 d. other; specify: _____

12. Form of Payment (check all that apply):

- 8 a. cash
- 9 b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):

15. Continuation Sheet(s) SF-LLL-A attached: 16 Yes 17 No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

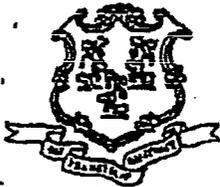
Title: _____

Telephone No.: _____

Date: _____

Authorized for Local Reproduction

Standard Form - LLL



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozłowski, Secretary
Office of Policy & Management

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour

A. Corporations Principal is defined as follows:

a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.

b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.

2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.

3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.

4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-30

April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

A handwritten signature in black ink, appearing to read "S. B. Korta, II".

Stephen B. Korta, II
Commissioner



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

COMM #02-09 Referred to Miscellaneous Matters Committee on 12/7/09

Date: November 5, 2009

To: Ann Murray
Assist. City Clerk

From: Charles M. Carroll Director 
Public Facilities

Re: MACH Settlement of a Claim / 999 Broad St

Please place the attached regarding the MACH (music & Arts Center for Humanity, Inc. settlement of claim on the next City Council agenda for referral to the Miscellaneous Matters Committee.

cc: Ron Pacacha, Assist. City Atty.

RECEIVED
CITY CLERKS OFFICE
09 NOV - 9 PM 3: 08
CITY CLERK

TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made and entered into this ___ day of October, 2009, by and between **Music and Arts Center for Humanity**, having an address at 510 Barnum Avenue, Bridgeport, CT ("Lessee") and the **City of Bridgeport**, having an address at 45 Lyon Terrace, Bridgeport, CT ("Lessor").

WHEREAS, the Lessee and Lessor previously entered into that certain Lease executed on or about _____ for premises located on the first floor at 999 Broad Street, Bridgeport, Connecticut (the "Premises"), commonly known as Waltersville Elementary School (the "Lease"); and

WHEREAS, the Lessor determined after it executed the Lease that it had different plans for the building in which the Premises are located and advised Lessee that it would be unable to honor the Lease;

WHEREAS, after negotiations to arrive at a mutually satisfactory resolution to the issue, the Lessor and Lessee now desire to terminate the existing Lease on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. Termination of Lease. Subject to the terms and conditions stated in this Agreement, Lessor and Lessee agree that the Lease has terminated and expired without any liability to Lessor or Lessee.
2. Surrender. Lessor acknowledges that Lessee has never occupied the Premises and is deemed to have surrendered its rights to possession of the Premises to Lessor.
3. Payment. In consideration of Lessee's willingness to terminate the Lease and enter into this Agreement, the Lessor will pay the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) to Lessee within thirty (30) days after this Agreement is approved by the Bridgeport City Council.
4. Lessee's Release of Liability. Lessee, its affiliates, parent companies, subsidiaries, related entities, predecessors, successors, principals, members, directors, officers, employees, agents and representatives (the "Lessee Releasing Parties" and each, a "Lessee Releasing Party") hereby release any and all claims or rights which have accrued or may hereafter accrue against the Lessor or any of its elected or appointed officials, departments, administrators, department heads, employees and agents (the "Lessor Released Parties" and each, a "Lessor Released Party") for any and all damages, claims, actions, costs, expenses, or losses, whether for breach of contract, misrepresentation, negligence or otherwise, which have arisen or may hereafter arise under or in connection with the Lease.
5. Lessor's Release of Liability. Lessor, its elected and appointed officials, departments, administrators, department heads, employees and agents (the "Lessor Releasing Parties" and each, a "Lessor Releasing Party") hereby release any and all claims or rights which have accrued or may hereafter accrue against Lessee or any of its affiliates, parent companies, subsidiaries, related entities, predecessors, successors, principals, members, directors, officers, employees, agents and representatives (the "Lessee Released Parties" and each, a "Lessee Released Party") for any and all

damages, claims, actions, costs, expenses, or losses, whether for breach of contract, misrepresentation, negligence or otherwise, which have arisen or may hereafter arise under or in connection with the Lease. Without limiting the foregoing, the Lessor Releasing Parties hereby release the Lessee Released Parties from any impositions or other financial obligations with respect to the Waltersville Premises, including without limitation any such obligations that have accrued prior to the date of this Agreement.

6. Miscellaneous.

a. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.

b. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

c. Headings. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

d. Governing Law. The laws of the State of Connecticut govern the validity, performance and enforcement of this Agreement, without regard to its conflict of laws rules.

e. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed originals for all purposes.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names as of the day and year first above written.

LESSEE:

Music and Arts Center for Humanity

By
Its

LESSOR:

City of Bridgeport

By Bill Finch
Its Mayor



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

COMM.# 03-09 Ref'd to Public Safety & Transportation Committee on 12/7/2009.

Date: October 21, 2009

To: Ann Murray
Assist. City Clerk

From: Charles M. Carroll, Director *CME*
Public Facilities

Re: **Application for Permit Driveway Width**

Please place the attached application from Anthony V. Giordano, Consulting Engineer, regarding # 124-140 Logan Street on the next City Council agenda for referral to the Public Safety Committee.

Attached is a letter from Jon Urquidi, Engineering Supervisor with his recommendation for permit City Ordinance 12.08/030.

cc: **Melanie Howlett, Assist. City Atty.**
Eric Olsen, Olsen Building Systems, LLC

TEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
09 NOV -4 PM 12:08



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203) 576-7211
Fax (203) 576-7154

October 15, 2009

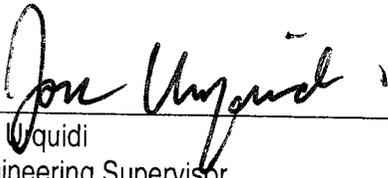
Charles Carroll, Director
Public Facilities
Bridgeport, Connecticut 06604

Re: **124-140 Logan Street – Application for Permit to Extend Driveway Width**

Dear Charlie:

Please be advised that we have reviewed the letter from Mr. Anthony V. Giordano dated 10/14/09, for the extension of driveway width for 124-140 Logan Street. The rationale for the driveway entrance extension is due to providing adequate turning movements for trucks that will be entering the site. Without sufficient width, the vehicles would drive over the curbing and sidewalks on Logan Street damaging them. We recommend that approval be granted for the driveway to be forty feet in width.

Very truly yours,



Jon Urquidi
Engineering Supervisor

JPU/p

c: Bobby Kennedy, Public Facilities
Dave Cote, Engineering
Mike Nidoh, OPED

Date: 10-14-09

- CHARLES M. CARROLL
- PUBLIC FACILITIES
- CITY OF BRIDGEPORT
- CITY HALL ANNEX
- 999 BROAD STREET
- BRIDGEPORT, CT. 06604

RE: REQUEST OF WAIVER FROM CITY ORDINANCE 12.08.030
PROPOSED ADDITIONS FOR
CONNECTICUT ANODIZING & FINISHING CO.
124-140 LOGAN STREET
BRIDGEPORT, CT. 06607

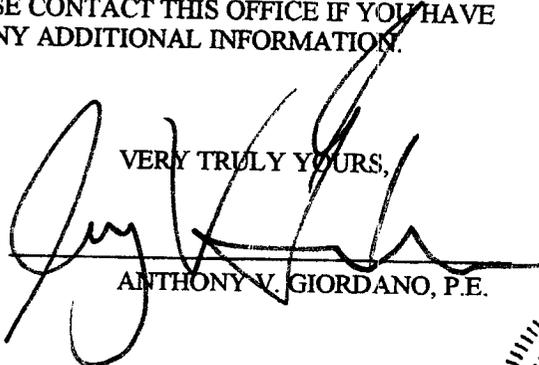
DEAR MR. CARROLL:

THE PROPOSED DEVELOPMENT CONSISTS OF 8,671 SQUARE FEET OF PRE-ENGINEERED STEEL BUILDING ADDITIONS ATTACHED TO TWO EXISTING BUILDINGS ON SITE IN A I-LI ZONE (LIGHT INDUSTRIAL). THE OWNER IS SEEKING A WAIVER FOR THE DRIVEWAY WIDTH OF THE REQUIRED 20 FEET AT THE BACK OF THE SIDEWALK TO 40' FEET.

THERE ARE PRESENTLY TWO 22'+ WIDE CURB CUTS THAT ACCESS THE SITE. THE NORTHERN EXISTING CURB CUT WILL BE ELIMINATED BECAUSE THE LOCATION CONFLICTS WITH THE ADDITION AND WOULD CREATE A PROBLEMATIC TRAFFIC FLOW. THE OTHER CURB CUT IS TO BE ENLARGED FROM 22.49' TO 40'. THIS WILL ALLOW EASIER ACCESS FOR TRUCK DELIVERIES THAT OCCUR DAILY. ALSO, SOMETIMES PARKING ON THE STREET AFFECTS TRUCKS ENTERING THE SITE. THE ENTRANCE WILL HAVE A NEW SLIDING SECURITY GATE. (SEE ATTACHED SITE PLAN).

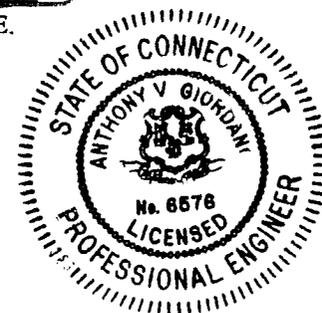
IN OFFERING THE ABOVE, PLEASE CONTACT THIS OFFICE IF YOU HAVE ANY QUESTIONS OR REQUIRE ANY ADDITIONAL INFORMATION.

VERY TRULY YOURS,



ANTHONY V. GIORDANO, P.E.

CC: CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT &
ZONING DEPARTMENT
DAVE COTE, PUBLIC FACILITIES
VICTOR SINKO (OWNER)
OLSEN BUILDING SYSTEMS, LLC





BILL FINCH
Mayor

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

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

ANDREW J. NUNN
CAO

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

Comm #04-09 Referred to ECD&E Committee on 12/7/09

To: City Clerk
From: Dawn M. Twistol 
Cc: Alanna Kabel, Valerie Sorrentino, Dr. Evans
Date: November 16, 2009
RE: 2009-2012 STD/TB Control Program Grant

RECEIVED
CITY CLERKS OFFICE
09 NOV 16 AM 11:17
ATTEST
CITY CLERK

Attached for City Council review and approval to authorize the Mayor or his designee to accept funding from the State of Connecticut Department of Public Health for an STD/TB Control Program to monitor and reduce the transmission of sexually transmitted diseases and tuberculosis.

Thank you for your attention to this matter. Please contact Valerie Sorrentino at 203-576-7110 with any questions.

RECEIVED
CITY CLERKS OFFICE
09 NOV 17 AM 11:34
ATTEST
CITY CLERK

WHEREAS, the CT Department of Public Health is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the STD/TB Control Grant and,

WHEREAS, funds under this grant will be used to monitor and reduce transmission of sexually transmitted diseases and TB; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the CT Department of Public Health in an amount not to exceed \$187,776 for the purpose of monitoring and reducing transmission of sexually transmitted diseases and TB; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the CT Department of Public Health for funds to monitor and reduce transmission of sexually transmitted diseases and TB.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the CT Department of Public Health for an STD/TB Control Grant, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



PROJECT TITLE : STD/TB Control Program

RENEWAL X NEW _____

DEPARTMENT SUBMITTING INFORMATION: Health and Social Services

CONTACT NAME: Valerie Sorrentino

PHONE NUMBER: 576-7110

PROJECT SUMMARY/DESCRIPTION:

Provides services to monitor and reduce transmission of sexually transmitted diseases and TB including surveillance of trends in occurrences of syphilis, gonorrhea, Chlamydia and TB and the correct intervention. Services include free confidential services such as case interviews and partner outreach, treatment of HIV infection and, counseling, to ensure that patients obtain appropriate treatment. In addition, education, medication and skin tests are provided for TB cases or suspected cases.

CONTRACT DATES:

July 1, 2009 – June 30, 2012

PROJECT GOALS AND PROCEDURES:

1. Improve client health by screening and treating STD's
2. Educate clients in methods to prevent further transmission of the disease
3. Reduce incidence of STD's
4. Administer and interpret TB skin tests
5. report all positive tests and recommend therapy

IF APPLICABLE

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

Federal:
State: \$187,776
City:
Other:

FUNDS REQUESTED

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

Three-year budget breakdown is attached

BUDGET PERIOD:2010-0011

Contract Period: 07/01/2009-06/30/2010

Budget Summary

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Category	Program 1	Program 2	Total
Program Name:	TB	STD	
1. Salaries & Wages	36,962		36,962
2. Fringe Benefits		22,960	22,960
3. Travel			
4. Training			
5. Educational Materials			
6. Office Supplies	165	505	670
7. Medical Materials		2,000	2,000
Total DPH Grant	37,127	25,465	62,592

BUDGET PERIOD:2010-0011

Contract Period: 07/01/2010-06/30/2011

Budget Summary

Program(s)/Site(s):

#1: TB

#2: STD

Category	Program 1	Program 2	Total
Program Name:	TB	STD	
1. Salaries & Wages	36988	898	37,886
2. Fringe Benefits		24,567	24,567
3. Travel			
4. Training			
5. Educational Materials			
6. Office Supplies	139		139
7. Medical Materials			
Total DPH Grant	37,127	25,465	62,592

Note: 2.5% was used for calculating salary and 7% used for calculating future fringe costs.

BUDGET PERIOD:2010-0011

Contract Period: 07/01/2011-06/30/2012

Budget Summary

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Category	Program 1	Program 2	Total
Program Name:	TB	STD	
1. Salaries & Wages	37,127	1,706	38,833
2. Fringe Benefits-90%		23,759	23,759
3. Travel			
4. Training			
5. Educational Materials			
6. Office Supplies			
7. Medical Materials			
Total DPH Grant	37,127	25,465	62,592

Note: 2.5% was used for calculating salary and 7% used for calculating future fringe costs, Per capita grant will cover \$2,528 shortfall in fringe benefits.

BUDGET PERIOD:

Contract Period: 07/01/2009-06/30/2010

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Budget Justification Schedule B

Line Item (Description)	Amount	Justification including Breakdown of Costs
Office Supplies	139	Toner, copier, message pads, paper, pencils, pens, charts, labels, file cabinets, cartridges

BUDGET PERIOD:

Contract Period: 07/01/2010-06/30/2011

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Budget Justification Schedule B

Line Item (Description)	Amount	Justification including Breakdown of Costs
Office Supplies	139	Toner, copier, message pads, paper, pencils, pens, charts, labels, file cabinets, cartridges

Contract Period: 07/01/2009-06/30/2010

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Position Schedule #2a

Position Description and Staff Person Assigned	Site/ Location	Hours wk/ wks per Year	Hourly Rate	Total Salary Charged	Fringe Benefit Rate %	Total Fringe Benefits
1.Position: TB case manager Name: Helen Wu	BPT. TB/STD Clinic	35/wk/52wks	20.31	36962	100	22,960
Totals	59922			36962		22960

Contract Period: 07/01/2010-06/30/2011

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Position Schedule #2a

Position Description and Staff Person Assigned	Site/ Location	Hours wk/ wks per Year	Hourly Rate	Total Salary Charged	Fringe Benefit Rate %	Total Fringe Benefits
2.Position: TB case manager Name: Helen Wu	BPT. TB/STD Clinic	35/wk/52wks	21.00	37,886	100	24,567
Totals	62,453			37,886		24,567

Contract Period: 07/01/2011-06/30/2012

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Position Schedule #2a

Position Description and Staff Person Assigned	Site/ Location	Hours wk/ wks per Year	Hourly Rate	Total Salary Charged	Fringe Benefit Rate %	Total Fringe Benefits
3.Position: TB case manager Name: Helen Wu	BPT. TB/STD Clinic	35/wk/52wks	21.33	38,833	90	23,658
Totals	62,592			38,833		23,759

Note: 2.5% was used for calculating salary and 7% used for calculating future fringe costs, Per capita grant will cover \$2,528 shortfall in fringe benefits.



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

BILL FINCH
Mayor

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

COMM #05-09 Referred to ECD&E on 12/7/09

INTEROFFICE MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Dawn M. Twistol 

Cc: Alanna Kabel, Valerie Sorrentino, Dr. Marian Evans

Re: **2009 – 2010 Childhood Lead Poisoning Prevention – Education Outreach Program**

The Department of Health and Social Services seeks authorization for Mayor Finch to enter into contract with the Connecticut Department of Public Health for a 2009 – 2010 Childhood Lead **Poisoning Prevention – Education Outreach Program** and to sign all related documents, contracts and resolutions.

The grant represents new money from the State of Connecticut Lead Poisoning Prevention for an Education Outreach Program. The Lead Department staff will work with Harding High School Medical Magnet students and as well as a consultant, Dr. Vivian Cross, to educate children, school personnel and the community on the dangers and effects of lead poisoning.

Thank you for your attention to this matter and please feel free to call Valerie Sorrentino at 576-7110 with any questions.

Attachments

ATTORNEY
CITY CLERK

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WHEREAS, the State Department of Public Health is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Childhood Lead Poisoning Prevention – Education Outreach Program and,

WHEREAS, funds under this grant will be used to educate children, school personnel and the community on the dangers and effects of lead poisoning and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Public Health in an amount not to exceed \$92,500 for the purpose of educating children, school personnel and the community on the dangers and effects of lead poisoning and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State Department of Public Health for funds for the purpose of educating children, school personnel and the community on the dangers and effects of lead poisoning; and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health for a Childhood Lead Poisoning Prevention - Education Outreach Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE : Childhood Lead Poisoning Prevention -- Education Outreach Program

RENEWAL NEW X

DEPARTMENT SUBMITTING INFORMATION: Health and Social Services - Lead Department

CONTACT NAME: Valerie Sorrentino

PHONE NUMBER: 576-7110

PROJECT SUMMARY/DESCRIPTION:

This grant represents new money from the State of Ct, Lead Poisoning Prevention and Control for an Education Outreach Program. Lead Department staff will work with Harding High School Medical Magnet students and as well as a consultant, Dr. Vivian Cross, to educate children, school personnel and the community on the dangers and effects of lead poisoning.

CONTRACT DATES:

December 1, 2009 – June 30, 2010

PROJECT GOALS AND PROCEDURES:

- 1) Provide professional development in the schools on the impact of lead poisoning on child health and development;
 - 2) Train high school students to teach younger children and people in the targeted neighborhoods about lead poisoning;
 - 3) Provide educational materials to children, their educators and caregivers.
-

IF APPLICABLE

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

Federal:
State: \$92,500
City:
Other:

FUNDS REQUESTED

Salaries/Benefits: \$57,109

Supplies: \$3,391

Transportation/Travel:

Other (explain): \$12,000 (stipends)

Subcontracts: Yes X No

If yes, supply listing and dollar amount
(please attach)

Dr. Vivian Cross @ \$20,000 (develop
curriculum and train school personnel)

Budget Breakdown

Childhood Lead Poisoning Prevention – Education Outreach Program

December 1, 2009 – June 30, 2010 (7 months)

Isa Mujahid * EPI Investigator Annual salary \$38,967	\$22,731 (7 months)
Fringes \$10,835	\$ 6,320 (7 months)
Full time clerical Annual salary \$37,000	\$21,583 (7 months)
Fringes @ 30%	\$ 6,475 (7 months)
Consultant – Dr. Vivian Cross (Develop curriculum and train school personnel)	\$20,000
Stipends @ \$1,000 for 12 students	\$12,000
Supplies (office and computer)	\$ 1,000
Uniforms (shirts and jackets)	<u>\$ 2,391</u>
	\$92,500

* Balance of salaries and fringes will be paid thru DPH Lead Control Grant



BILL FINCH
Mayor

CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 576-7271 Fax 332-5628
Collection Division 576-7266

ANNE KELLY-LENZ
Tax Collector

COMM #06-09 Referred to Miscellaneous Matters Committee on 12/7/09

DATE: November 30th, 2009
TO: Committee on Miscellaneous Matters
FROM: Anne Kelly-Lenz *AKL*
SUBJECT: Refund of Excess Payments

I hereby request tax refunds for the accounts detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund requested.....

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ATTEST
CITY CLERK

360 Stratford Heights Assoc.
369 East 62nd St
New York, NY 10023-7755

Settlement of Tax Appeal.

Refund due: **\$11,639.11**

New Colony Diner of Bpt.
2321 Main St
Bridgeport CT - American Tax Funding LLC

Liens are not owned by Bridgeport

Refund due: **\$30,617.03**



CITY OF BRIDGEPORT
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT

45 Lyon Terrace, Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON
City Clerk

ANN L. MURRAY
Assistant City Clerk

Comm. 07-09 Accepted and Made Part of the Record.

December 7, 2009

CERTIFICATION

I hereby certify that the following were duly elected City Council Members of the City of Bridgeport at the election held on November 3, 2009, and that they have taken the Oath of Office prescribed by the Charter of the City of Bridgeport to wit:

130th District

Susan T. Brannelly (D)
Martin C. McCarthy (D)

131st District

Anderson Ayala (D)
Denease Taylor-Moye (D)

132nd District

Robert S. Walsh (D)
M. Evette Brantley (D)

133rd District

Howard Austin, Sr. (D)
Thomas C. McCarthy (D)

134th District

Michelle A. Lyons (D)
AmyMarie Vizzo-Paniccia (D)

135th District

Richard Bonney (D)
Warren Blunt (D)

136th District

Carlos Silva (D)
Angel M. dePara, Jr. (D)

137th District

Lydia N. Martinez (D)
Manuel Ayala (D)

138th District

Robert P. Curwen, Sr. (D)
Richard M. Paoletto, Jr. (D)

139th District

Andre F. Baker, Jr. (D)
James Holloway (D)

Attest:

Fleeta C. Hudson
City Clerk

FCH:fw



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

MEMORANDUM

COMM #08-09 Referred to Miscellaneous Matters Committee on 12/7/09

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch *Bill*

DATE: December 1, 2009

RE: Boards & Commissions

Please place the following name on the December 7, 2009 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Board of Assessment Appeals:

Cynthia S. Maignan (D)
581 North Summerfield Avenue
Bridgeport, CT 06610

This replaces a vacancy and the term will expire on December 31, 2011.

BF/lai

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

MEMORANDUM

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch *Bill*
DATE: December 1, 2009
RE: Boards & Commissions

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BF/lai

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

MEMORANDUM

COMM #09-09 Referred to Miscellaneous Matters Committee on 12/7/09

TO: Fleeta Hudson - City Clerk
FROM: Mayor Bill Finch *Bill*
DATE: December 1, 2009
RE: Boards & Commissions

Please place the following name on the December 7, 2009 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Board of Assessment Appeals:

Osman Shabazz (D)
145 Laurel Place
Bridgeport, CT 06604

This replaces a vacancy and the term will expire on December 31, 2011.

BF/lai

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

MEMORANDUM

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch *Bill*

DATE: December 1, 2009

RE: Boards & Commissions

Please place the following name on the December 7, 2009 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Board of Assessment Appeals:

Osman Shabazz (D)
145 Laurel Place
Bridgeport, CT 06604

This replaces a vacancy and the term will expire on December 31, 2011.

BF/lai

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CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

BILL FINCH
Mayor

COMM #10-09 Referred to Contracts Committee(12/7/09)
(A & B)

December 1, 2009

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

The Honorable Fleeta C. Hudson
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Ms. Hudson:

Would you kindly add the following item to the December 7, 2009 City Council meeting agenda for referral to the Contracts Committee:

- 10-09(A) • City of Bridgeport Deferred Compensation Plan Under I.R.C. Section 457 – Amended and Restated Plan Effective January 1, 2009
- 10-09(B) • City of Bridgeport Section 401 (a) Money Purchase Pension Plan – Amended and Restated Effective July 1, 2009

Twenty copies of each document are enclosed. Please contact me if you should require any further information.

Sincerely,

Janet M. Finch

Enclosure

cc: Lawrence Osborne, Director of Labor Relations
Andrew Nunn, Chief Administrative Officer
Mark T. Anastasi, City Attorney
Michael E. Feeney, Director of Finance

ATTEST
CITY CLERK

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**CITY OF BRIDGEPORT
DEFERRED COMPENSATION PLAN
UNDER I.R.C. SECTION 457**

**Amended and Restated
Effective January 1, 2009**

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PREAMBLE

WHEREAS, the City of Bridgeport (“Employer”) desires to provide employees of the City of Bridgeport with an opportunity to accumulate funds for their retirement; and

WHEREAS, to implement this wish, on October 15, 2001, the Employer established the City of Bridgeport Deferred Compensation Plan (“Plan”) pursuant to Section 457(b) of the Internal Revenue Code of 1986, as amended (the “Code”), for the benefit of its eligible employees who elect to become Participants under the Plan’s provisions;

WHEREAS, the Plan was subsequently amended and restated on January 17, 2006;

WHEREAS, the Employer wishes to adopt this Amended and Restated Plan document effective January 1, 2009 to update the Plan and bring it into compliance with the requirements of the Internal Revenue Code;

WHEREAS, the Employer has entered into a Trust Agreement with trustees (the “Trustees”) to provide security of the assets held pursuant to the Plan;

NOW, THEREFORE, by executing this Agreement, the Employer adopts the Plan as set forth herein.

ARTICLE I DEFINITIONS

1.01 Account Balance: The amounts credited to a Participant's Elective Deferral Account and Rollover Account established and maintained on behalf of each Participant at any point in time.

1.02 Beneficiary: The trust, estate, individual or individuals currently designated by the Participant (or, where applicable, by his/her designated Beneficiary) as his/her Beneficiary or Beneficiaries. If the Beneficiary does not survive the Participant, or if there is no designation in effect at the time of distribution, the Participant's Beneficiary shall be deemed to be the Participant's estate. If more than one designated Beneficiary survives the Participant, payments shall be made equally to all such Beneficiaries, unless otherwise provided in the Participant's Beneficiary designation.

1.03 Compensation: The total remuneration received by the Participant from the Employer for services rendered to the Employer during the calendar year, including, but not limited to: salary; hourly wages; vacation payout; sick leave payout; longevity pay; any amounts deferred by the Employee under a cafeteria plan meeting the requirements of Section 125 of the Code, a Section 403(b) plan, a Section 457(b) plan, or amounts not includible in income under Section 132(f)(4) of the Code. Compensation shall not include Compensation of any Employee in excess of \$245,000 (increased as permitted under Section 401(a)(17) of the Code to reflect cost-of-living adjustments).

1.04 Elective Deferral: A contribution made on a salary reduction basis by a Participant in accordance with Section 3.01.

1.05 Elective Deferral Account: The account established in accordance with Section 3.01 for each Participant to record the Participant's Elective Deferrals, if any, and Fund appreciation attributable thereto.

1.06 Employee: Any individual who is employed by and performs services for the Employer on a regular and continuous basis.

1.07 Employer: The City of Bridgeport, Connecticut.

1.08 Includible Compensation: The remuneration for services performed for the Employer for the calendar year, which is currently includible in gross income as reported by the Employer on the Employee's Form W-2 for Federal Income Tax purposes for the calendar year, unreduced by any amounts which are:

- (a) elective deferrals to a Section 403(b) or Section 401(k) plan;

- (b) deferred under this Plan or any other Section 457(b) plan; or
- (c) not includible in gross income under Section 125 or Section 132(f)(4) of the Code.

Includible Compensation shall not include Compensation of any Employee in excess of \$245,000 (increased as permitted under Section 401(a)(17) of the Code to reflect cost-of-living adjustments).

1.09 Investment Funds: The investment funds provided for in Section 3.09.

1.10 Normal Retirement Age: Any age that is on or after the earlier of age sixty-five (65) or the age at which the Participant has the right to retire and receive, under any basic defined benefit pension plan in which the Participant participates, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, provided that it is not later than age 70 ½.

1.11 Participant: Any Employee who is eligible to participate in the Plan and who makes Elective Deferrals under the provisions of the Plan.

1.12 Participation Agreement: The written agreement between the Employer and a Participant to defer the Participant's receipt of Compensation not yet earned, and which sets forth certain provisions and elections relative to this Plan, incorporates the terms of this Plan and establishes the Participant's deferral and participation in this Plan.

1.13 Plan. The City of Bridgeport Deferred Compensation Plan Under I.R.C. Section 457.

1.14 Plan Year. The twelve (12) month period beginning each January 1 and ending each December 31.

1.15 Rollover Account: The account established in accordance with Section 3.07 for each Participant to record the Participant's Rollover Amounts, if any, and Fund appreciation attributable thereto.

1.16 Rollover Amount: A contribution made by a Participant in accordance with Section 3.07.

1.17 Severance from Employment: The date of an Employee's death, retirement, resignation or discharge, or any absence that causes such Employee to cease to be an Employee of the Employer.

1.18 Trust. The trust created by the Employer and the Trustee by a trust agreement to hold and invest the assets contributed under the terms of this Plan.

1.19 Trustee. Such individual or corporate fiduciary or fiduciaries as may be duly

appointed by the Employer to hold the assets of the Fund pursuant to the terms of this Plan and the Trust.

1.20 Valuation Date. The last day of each calendar quarter and/or such other dates as the Plan Administrator shall determine to value the Fund.

ARTICLE II PARTICIPATION

2.01 Eligibility for Participation.

Each Employee shall be eligible to become a Participant in the Plan on the date of his/her commencement of employment with the Employer.

2.02 Commencement of Participation.

Each Employee may become a Participant in the Plan by completing a Participation Agreement. Participation shall commence at the time described in Section 3.01. Prior to commencing participation in the Plan, the Employee will also be required to designate a Beneficiary and make the election of Investment Funds described in Section 3.09.

2.03 Termination of Participation.

Participation in the Plan will terminate when a Participant or his/her Beneficiary have received all benefits due to them under the Plan, except for a withdrawal of funds pursuant to Section 4.02. If a Participant terminates his/her employment with the Employer and is subsequently rehired, he/she may resume participation in the Plan upon the date of his/her rehiring.

**ARTICLE III
CONTRIBUTIONS TO THE PLAN**

3.01 Elective Deferrals.

(a) Subject to the requirements and limitations of this Section 3.01, each Participant may elect to make Elective Deferrals, as a whole percentage of Compensation, in which event the Employer will reduce the Participant's Compensation otherwise currently payable by the percentage the Participant elects, credit the amount to the Participant's Elective Deferral Account on behalf of the Participant, and contribute such amount to the Trust.

(b) The amount to be deferred shall be designated in the Participation Agreement. Such Participation Agreement must be executed prior to the beginning of the calendar month for which it is to become effective, or for the initial month of employment, prior to the date the Participant first performs services for the Employer. A Participant's Participation Agreement will remain in effect until modified or revoked by the Participant.

(c) A Participant may elect an amount of Elective Deferrals not to exceed in any calendar year the lesser of: (1) the dollar limitation of Section 457(e)(15) of the Code in effect at the beginning of the calendar year; or (2) 100% of the Participant's Includible Compensation for the calendar year. The Section 457(e)(15) limit is \$16,500 for 2009. The dollar limit will be adjusted in future years for cost-of-living increases in accordance with Section 457(e)(15) of the Code. Any rollover amounts or amounts transferred to the Plan under Section 3.07 shall not be considered in applying the limits set forth in this Section 3.01.

(d) If a Participant's Elective Deferrals for any calendar year exceed the limitations described in this Section 3.01, then the Elective Deferrals in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto) shall be immediately distributed to the Participant.

3.02 Suspension of Participation.

A Participant may revoke his/her Participation Agreement with respect to Compensation not yet earned at any time by notifying the Employer in writing thirty (30) days prior to the date the Participant wishes the suspension to become effective. This change will become effective no earlier than the later of the first pay period following the month in which a suspension is requested or the earliest date such suspension is administratively practicable. A Participant who revokes his/her Participation Agreement may again become a Participant as of the first day of any succeeding calendar year by entering into a new Participation Agreement with the Employer.

3.03 Modification of Participation Agreement.

A Participant who elects to defer Compensation may modify his/her Participation Agreement with respect to Compensation not yet earned but only with respect to Compensation to be earned in subsequent calendar months.

3.04 Effect of Modification or Termination of Deferral Agreement.

No modification or termination of the Participation Agreement under Sections 3.02 or 3.03 shall entitle the Participant to any amount by which his/her Compensation has heretofore been reduced. No distributions or withdrawals are permitted from the Plan except those specifically provided for in Article IV or V.

3.05 Age 50 Catch-up Contributions.

(a) Participants over the age of fifty (50), or who will attain fifty (50) during the calendar year, may elect to defer additional amounts as Age 50 Catch-up Contributions pursuant to Section 414(v) of the Code. These amounts shall be credited to the Participant's Elective Deferral Account.

(b) A Participant may elect in the manner described in Section 3.01(b) to defer a portion of his/her Compensation as Age 50 Catch-up Contributions, not to exceed in any calendar year the dollar limitation of Section 414(v) of the Code, as adjusted for cost-of-living increases. The Section 414(v) limit for 2009 is \$5,500.

(c) If a participant is eligible to make an increased contribution under Section 3.06 and an Age 50 Catch-up Contribution under this Section 3.05, the Participant shall make the contribution under the Section of the Plan that provides for the largest deferral. A Participant may not make contributions under this Section and Section 3.06 in the same Plan Year.

3.06 Special 457 Catch-up Contribution.

(a) For any one (1) or more of the Participant's last three (3) calendar years ending prior to the calendar year in which he/she attains Normal Retirement Age, the limitations set forth in Section 3.01(c) shall be the lesser of:

- (i) twice the applicable limit on annual deferrals set forth in Section 3.01, or
- (ii) the sum of the limitation on annual deferrals and the portion of that limitation which has not been used in prior calendar years in which the eligible Employee was eligible to participate in the Plan.

A Participant may include all or a portion of the limitation from a prior year only if: (1) the Participant was eligible to participate during that year, (2) Elective Deferrals under the Plan during that year were subject to the maximum deferral amount described in Section 1.457-2(e) of the Treasury Regulations or any subsequent regulations limiting such amount, and (3) such year began after December 31, 1978.

(b) For the purpose of determining what amount of a prior year's limitation has not been used for Plan Years beginning before 2002, the maximum deferral amount for such year shall be determined using the dollar deferral limit for that Plan Year as set forth in Section

457(b)(2)(A) in effect during that year, and the percentage limit set forth in Section 457(b)(2)(B) in effect during that year. The percentage limit shall be calculated using Includible Income for that year, excluding the amounts described in paragraphs (a), (b) and (c) of Section 1.08.

(c) Additionally, for years prior to 2002, all of the Participant's deferrals, regardless of whether they were made to a plan of the Employer or the plan of an unaffiliated entity, shall be added together to determine if the Participant had any unused amount. However, if the Participant did not defer any compensation under the Plan prior to 2002, any deferrals to other plans shall not be considered in determining if the Participant has any unused amounts.

(d) The provisions of this/her Section are available to a Participant only during one three (3) year period. If a Participant uses the provisions of this Section and then postpones his/her Normal Retirement Age, or returns to work after retirement, the limitation shall not be available again. A Participant may not make increased contributions under this Section and Age 50 Catch-up Contributions under Section 3.05 in the same Plan Year.

(e) In no event may a Participant's Elective Deferrals under this Section 3.06 exceed his/her Compensation.

(f) Notwithstanding the foregoing, Participants who are employees of the City of Bridgeport Board of Education are not eligible to make special catch-up contributions as described in this Section 3.06.

3.07 Rollovers and Plan-to-Plan Transfers.

(a) Under such rules and procedures as the Plan Administrator may establish, any eligible Employee may make the following Rollover Contributions to the Plan that:

- (i) (A) represents his/her interest in a plan meeting the requirements of Section 401(a) of the Code,
- (B) represents his/her interest in an annuity contract described in Section 403(b) of the Code,
- (C) represents his/her interest in an eligible plan under Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, which is separately accounted for,
- (D) is a distribution from an individual retirement account or annuity described in Sections 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be included in gross income, or
- (E) is a distribution received under a Qualified Domestic Relations Order; and

- (ii) qualifies under Section 402(c)(4) or Section 408(d)(3)(A)(ii) of the Code.

Any amount described above that is received by an Employee as the surviving spouse of a deceased Plan Participant is an eligible Rollover Contribution. Such contribution shall not be subject to the limitations set forth in Section 3.01 hereof. After-tax contributions shall not be accepted.

(b) At the direction of the Employer, the Plan Administrator may permit a class of Participants who are participants in another eligible governmental plan under Section 457(b) of the Code to transfer assets to the Plan as provided in this Section 3.07(b). Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Plan Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Plan Administrator. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code and Section 1.457-10(b) of the Income Tax Regulations and to confirm that the other plan is an eligible governmental plan as defined in Section 1.457-2(f) of the Income Tax Regulations. The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.01.

3.08 Authorized Leave of Absence.

(a) If a Participant is on a paid authorized leave of absence from the Employer, his/her participation in the Plan will continue and Elective Deferrals will continue to be withheld from his/her Compensation, if any.

(b) Contributions, benefits and service credit will be granted to an Employee serving in the military as required by Section 414(u) of the Code. An Employee whose employment is interrupted by qualified military service, or who is on a leave of absence for qualified military service, may elect to make up Elective Deferrals upon resumption of employment with the Employer equal to the maximum amount that the Employee could have elected to defer during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. The make-up period shall be equal to the lesser of: (i) three (3) times the length of the Participant's qualified military service; or (ii) five (5) years.

3.09 Investment of Account Balance.

(a) A Participant's Account Balance shall be invested in such of the Investment Funds as the Participant shall elect in accordance with Section 2.02, and shall remain so invested except to the extent a transfer has been effected pursuant to paragraph (b) of this Section 3.09.

Such election shall specify, by one percent (1%) increments, the whole percentage of such contributions to be invested in each such Investment Fund. Any change in such election, which must be filed with such advance notice as may be required by the Plan Administrator, shall become effective only with respect to subsequent contributions. If a Participant fails to elect the Investment Funds into which contributions shall be invested, the Plan Administrator shall direct that such contributions shall be invested in the fund selected by the Plan Administrator.

(b) A Participant may elect to transfer all or a portion of his/her Account Balance invested in any one or more Investment Funds to any one or more other Investment Funds. Such election shall be made by the Participant's written designation, by one percent (1%) increments, of the percentage of the amount credited to the Participant to be invested in each Investment Fund. Such election must be filed with such advance notice as may be required by the Plan Administrator by the day indicated by the Plan Administrator.

(c) Each Investment Fund shall at all times consist of such sums of money or other property as shall be allocated or transferred to it for investment, all investments made by it and proceeds received on the disposition of such investments, and all of its earnings and profits, less the payments or transfers which at the time of reference shall have been made from each such Investment Fund as provided in the Plan.

(d) The Plan Administrator shall maintain for each Participant an individual accounting showing his/her share in each Investment Fund in which his/her contributions have been invested.

(e) As of each Valuation Date, the Plan Administrator shall adjust the Account Balances of each Participant to reflect the Participant's proportionate share of investment experience, including gains and losses (both realized and unrealized) of each Investment Fund since the preceding Valuation Date. Each Participant's proportionate share of investment experience as of the Valuation Date shall be based on gains and losses determined with respect to the Participant's interest in the Investment Fund as of the preceding Valuation Date, decreased by any distributions made therefrom.

(f) With respect to each accounting of a Participant's share in the Fund, the Plan Administrator shall segregate the portion of the amounts attributable to Elective Deferrals and Rollover Contributions and shall allocate to each segregated account any earnings attributable thereto.

**ARTICLE IV
LOANS AND WITHDRAWALS**

4.01 Loans to Participants.

(a) A Participant may apply to the Employer for a loan of a portion of his/her Account Balance subject to the terms and conditions of this Section 4.01. Amounts loaned shall be paid first from the Participant's Rollover Account and next, from the Participant's Elective Deferral Account.

(b) Upon written application by a Participant for a loan under the terms of this Section, the Plan Administrator may, in its discretion, and in accordance with uniform and nondiscriminatory rules, make a loan to such Participant. The written application shall be a legally enforceable agreement and shall contain such information as the Plan Administrator shall deem necessary to make a determination as to whether the loan should be granted. The Plan Administrator will consider the factors normally considered in a commercial setting when determining whether or not to approve the loan. A Participant shall not have more than one loan outstanding at any time.

(c) The amount of any loan to a Participant approved under this Section or under any other plan maintained by the Employer at any time shall not exceed the lesser of:

- (i) \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan during the one year period ending on the date any loan is made over the outstanding balance of loans from the Plan on such date, or
- (ii) 50% of the Participant's vested interest in his/her accounts.

No loan shall be made to a Participant in an amount less than \$1,000.

(d) The term of a loan made to a Participant under this Section shall require that the loan be repaid within five (5) years from the date the loan was made.

(e) Any loan shall be considered an investment of the borrowing Participant's interest in the Plan only and shall not be considered an investment of that portion of the Fund held for the benefit of other Participants. The loan shall be on such terms and conditions as the Plan Administrator shall determine, shall be evidenced by a promissory note, and shall bear a reasonable rate of interest, as determined by the Plan Administrator in his/her discretion. In determining a reasonable rate of interest, the Plan Administrator will consider the rates charged by persons in the business of lending money for loans made under similar circumstances. Notwithstanding the foregoing, if a Participant who has an outstanding loan commences military service, the Participant may elect to have a maximum interest rate of six percent (6%) apply to his/her loan during the period of military service. In order for the six percent (6%) cap to apply, the Participant must notify the Plan Administrator of his/her election to implement the cap, together with a copy of his/her military orders before one hundred eighty days (180) days have

lapsed since the end of military service. If such notice is provided, the interest rate relief is retroactive to the beginning of military service. The amount of the Participant's payment of principal and interest on the loan shall be credited to the Participant's accounts as Elective Deferrals and Rollover Contributions in the proportion in which the loan proceeds were paid from such Participant's accounts.

(f) A Participant's repayment of a loan made pursuant to this Section shall be by any reasonable method of repayment of a loan required by the Plan Administrator; provided, that such method requires substantially level amortization of principal and interest payments at least quarterly. No loans shall be made to a Participant that provide for a repayment period extending beyond the date the Participant attains Normal Retirement Age. A Participant may prepay the entire amount due under a loan at any time without penalty.

(g) The provisions of Section 9.02 notwithstanding, by accepting a loan as provided in this Section, the Participant automatically assigns as security for the loan all right, title and interest in and to such Participant's accounts. All loans shall be repaid according to the terms and conditions determined by the Plan Administrator on a uniform and nondiscriminatory basis. If the Participant should not repay all or a portion of the loan within the time specified in the promissory note, the Plan Administrator shall consider such event as constituting default on the loan. In the event of default, in addition to other remedies provided by the promissory note and any applicable law, the Plan Administrator may reduce the amounts credited to the Participant's accounts which were invested in the loan to such Participant by the amount owed on the loan principal and any accumulated and unpaid interest thereon, and the Participant's note shall thereupon be cancelled; provided, however, that the Plan Administrator may not reduce the amounts credited to the Participant's Elective Deferrals prior to the earlier of the Participant's attainment of age 59 ½ or Severance from Employment. The Plan Administrator may permit a Participant the "grace period" allowed under the Code to cure the default in order to avoid a deemed distribution.

(h) If a Participant is on an authorized leave of absence and is receiving Compensation that is less than the amount due as payments on the Participant's outstanding loan, the Plan Administrator may permit the Participant to suspend such payments for a period not to exceed twelve (12) months; provided that the repayment period does not extend beyond the original maximum period permitted under paragraph (d), and at the end of the Participant's authorized leave of absence the loan is reamortized based upon the remaining period. Loan repayments may be suspended as permitted under Section 414(u)(4) of the Code for those Participants in qualified military service.

(i) In the event of the Participant's retirement, termination of employment, disability or death before the full amount of any loan to him/her has been fully repaid, the Plan Administrator may, but need not, reduce the amounts credited to the Participant's Account Balance which were invested in the loan to such Participant by the amount owed on the loan principal and any accumulated and unpaid interest thereon, and the Participant's note shall thereupon be cancelled.

4.02 Unforeseeable Emergency.

(a) In the case of an unforeseeable emergency, a Participant may apply to the Employer for a withdrawal of all or a portion of his/her Elective Deferral Account under the Plan prior to attainment of age 70½ or other Severance from Employment. If such application for withdrawal is approved by the Employer, the withdrawal will be effective at the later of the dates specified in the Participant's application or the date of approval by the Employer and will be payable within sixty (60) days of such effective date in a single payment.

(b) The term "unforeseeable emergency" shall, for the purposes of this Plan, be limited to unexpected and unreimbursed major expenses resulting from illness or accident of a Participant, Beneficiary, spouse or dependent (as defined in Section 152(a) of the Code), loss of the Participant's or Beneficiary's property due to casualty, or similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary if said events would result in great financial hardship if the withdrawal were not allowed. Withdrawals for foreseeable expenditures normally budgetable, such as down payments on a home or purchase of an automobile or college expenses, will not be permitted. This Plan hereby incorporates by reference any Treasury Regulations which further define what constitutes an unforeseeable emergency.

(c) In the event of an unforeseeable emergency, the amount of withdrawal shall be limited to an amount sufficient to meet that emergency, and in no event shall it exceed the amount of benefits which would have been payable had the Participant had a Severance from Employment at the time of withdrawal. Notwithstanding any other provision of this Plan, if a Participant makes a withdrawal hereunder the balance of his/her Elective Deferrals under the Plan shall be appropriately reduced to reflect such a withdrawal. The remainder of any payable benefits, if any, shall be payable according to the otherwise applicable provisions of the Plan.

4.03 Rollover Amounts.

A Participant who has made a Rollover Contribution of amounts previously contributed to another Plan under Section 3.07 may withdraw such contributions at any time by making an application to the Plan Administrator.

ARTICLE V
DISTRIBUTION OF BENEFITS

5.01 Distributions to Participants and Their Beneficiaries.

Unless a Participant elects a later date pursuant to Section 5.02, a Participant's Account Balance shall be, or shall commence to be, distributed within sixty (60) days following the later of:

- (a) the date of the Participant's Severance from Employment,
- (b) the date the Participant attains Normal Retirement Age.

Notwithstanding the foregoing, distribution to a Participant may not commence later than April 1 following the calendar year in which the Participant attains age 70½ or has a Severance from Employment, if later.

5.02 Optional Deferral of Distributions.

By written statement filed with the Employer, each Participant may make an election to defer the date upon which distributions will commence beyond the date determined under Section 5.01, provided that in no event can such date be later than April 1 following the close of the calendar year in which he/she attained (or would have attained) age 70½. Any such election shall be subject to rules of uniform application prescribed by the Employer. Participants who made an irrevocable election under the terms of the Plan prior to January 1, 2002, may revoke such election and make a new revocable election to defer distributions at any time.

5.03 Modes of Distribution.

Subject to the provisions of Section 5.07, distribution pursuant to Section 5.01 or Section 5.02 shall be made in any one of the following methods which the Participant, in his/her sole discretion, shall determine:

- (a) in a single lump sum distribution,
- (b) in the form of a joint and survivor annuity, or
- (c) in monthly, quarterly, semi-annual or annual payments over a period selected by the Participant not extending beyond the period permitted under the Uniform Table set forth as Table A.

The Participant must elect one of the foregoing modes of distribution by written notice to the Employer at least forty-five (45) days prior to the date on which distribution is to be made or is to commence, as provided in Sections 5.01 and 5.02. If the Participant fails to make an election, distribution shall be made to him/her in annual installments in the form selected by the Employer

based on the Uniform Table set forth as Table A.

5.04 Form of Distribution.

Distribution in a single payment under Section 5.03(a) shall, as specified in such election, be in cash. If any installment distribution is elected, distribution shall be in cash as specified by the Participant in such election, and if no such election is made distribution shall be made in the form selected by the Employer. The form of any distribution elected by a Participant is subject to the approval of the Employer.

5.05 Calculation of Installment Distributions.

Any annual payment under Section 5.03(c) shall be determined by dividing the entire interest of the Participant in his/her Account Balance at the end of the preceding year by the applicable distribution period set forth in the Uniform Table set forth as Table A, or the period of years elected by the Participant, if less than the applicable distribution period. Monthly, quarterly or semi-annual payments will be one-twelfth (1/12), one-half (1/2) or one-quarter (1/4) of the relevant annual payment.

5.06 Distribution at Death of a Participant or Beneficiary.

If a Participant dies before his/her Account Balance has been distributed, the Participant's Account Balance shall be distributed to his/her Beneficiary over the Beneficiary's life expectancy or, in one lump sum, as elected by the Beneficiary; provided, however, that if the Participant elected a joint and survivor annuity, payment will be made based on that election. Such distribution shall be made as soon as practicable after the death of the Participant.

5.07 Minimum Distribution Requirements.

No distribution may be made from this Plan over a period exceeding the permissible period set forth in Treasury Regulations issued under Section 401(a)(9) of the Code. Any distribution made under this Section 5.07 as required under Section 401(a)(9) of the Code shall be made in accordance with Final Treasury Regulations 1.401(a)(9)-2 through-9.

5.08 Rollovers Out of the Plan.

A Participant who has a Severance from Employment with the Employer may elect to have his/her Account Balance transferred to:

- (a) a plan meeting the requirements of Section 401(a) of the Code,
- (b) an annuity contract described in Section 403(b) of the Code,
- (c) an eligible plan under Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a

state, or

(d) an individual retirement account or annuity described in Sections 408(a) or 408(b) of the Code.

A Participant may not roll over: (i) any installment payment for a period of ten (10) years or more; (ii) any distribution made as a result of an unforeseeable emergency, or (iii) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Section 401(a)(9). This Section shall apply to distributions made to the spouse of a Participant as a result of the death of the Participant

5.09 Permissive Service Credit Transfers.

(a) If a Participant is also a participant in a defined benefit governmental plan (as defined in Section 414(d) of the Code) qualified under Section 401(a) of the Code that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 5.09(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under this Section 5.09 only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

5.10 Distribution of Small Account Balances.

If on the date of a Participant's Severance from Employment the value of the Participant's Elective Deferral Account and Rollover Account is \$1,000 or less, the Participant's Elective Deferral Account and Rollover Account shall be automatically distributed in a single lump sum payment.

ARTICLE VI ADMINISTRATION

6.01 Appointment of Plan Administrator.

The Employer shall be the Plan Administrator within the meaning of Section 414(g) of the Code. The Employer may delegate the administration of the Plan to a Plan Administrator who shall be appointed by and serve at the pleasure of the Employer. All usual and reasonable expenses of the Plan Administrator may be paid in whole or in part by the Employer, and any expenses not so paid shall be paid by the Trustee out of the assets of the Trust. A Plan Administrator who receives full time pay from the Employer shall not receive compensation with respect to his/her services.

6.02 Agents.

The Plan Administrator may employ such agents to perform clerical and other services, and such counsel, accountants and actuaries as it may deem necessary or desirable for administration of the Plan. The Plan Administrator may rely upon the written opinions or certificates of any agent, counsel, actuary or physician.

6.03 Procedures.

The Plan Administrator shall adopt such bylaws as it deems desirable and shall keep all such books of account, records and other data as may be necessary for proper administration of the Plan. The Plan Administrator shall keep a record of all actions and forward all necessary communications to the Trustee and the Employer, as applicable. The Plan Administrator shall keep records containing all relevant data pertaining to any person affected hereby and such person's rights under the Plan.

6.04 Plan Administrator's Powers and Duties.

The Plan Administrator shall have such powers and duties as may be necessary to discharge its function hereunder, including, but not by way of limitation, the following:

- (a) To construe and interpret the Plan, to decide all questions which may arise relative to the rights of Employees, past and present, and their Beneficiaries, under the terms of the Plan.
- (b) To obtain from the Employer and from Employees such information as shall be necessary for the proper administration of the Plan, and, when appropriate, to furnish such information promptly to the Trustee or other persons entitled thereto.
- (c) To prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan.

(d) To furnish the Employer, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate.

(e) To obtain and review reports of the Trustee pertaining to the receipts, disbursements and financial condition of the Trust.

(f) To establish and maintain such accounts in the name of the Employer and of each Participant as are necessary.

(g) To delegate in writing all or any part of its responsibilities under the Plan to the Trustee and in the same manner revoke any such delegation of responsibility. Any action of the Trustee in the exercise of such delegated responsibilities shall have the same force and effect for all purposes as if such action had been taken by the Plan Administrator. The Trustee shall have the right, in its sole discretion, by written instrument delivered to the Plan Administrator, to reject and to refuse to exercise any such delegated authority.

(h) To the extent that Participants do not direct the investment of their accounts, to advise the Trustee, in writing, with respect to investment and reinvestment of the Participants' and Employers' contributions under the Plan; if instructions are not forthcoming, however, the Trustee shall have full power to invest and reinvest any funds under his/her control. The Trustee's rights and duties relative to investments which are contained in the Trust Agreement shall inure to the benefit of, and are binding upon, the Plan Administrator when he renders investment advice.

6.05 Liability and Indemnification of the Plan Administrator.

In connection with any action or determination, the Plan Administrator shall be entitled to rely upon information furnished by the Employer. To the extent permitted by law, the Employer shall indemnify the Plan Administrator against any liability or loss sustained by reason of any act or failure to act in its administrative capacity, if such act or failure to act does not involve willful misconduct. Such indemnification of the Plan Administrator shall include attorney's fees and other costs and expenses reasonably incurred in defense of any action brought against the Plan Administrator by reason of any such act or failure to act. No bond or other security shall be required of any Plan Administrator unless he handles funds or other property of the Plan. A Plan Administrator shall not be liable or responsible for the acts of commission or omission of another fiduciary unless:

(a) he knowingly participates or knowingly attempts to conceal the act or omission of another fiduciary and he knows that the act or omission is a breach of fiduciary responsibility by the other fiduciary, or

(b) he has knowledge of a breach by the other fiduciary and shall not make reasonable efforts to remedy the breach, or

(c) the Plan Administrator's breach of his/her own fiduciary responsibility permits

the other fiduciary to commit a breach.

6.06 Standard of Review.

The Plan Administrator and Trustee shall have sole discretion to make decisions regarding a Participant's or Beneficiary's benefits and such decision shall be conclusive and binding on all parties. The Plan Administrator, in his/her discretion, shall have the authority to interpret all provisions of this Plan, and to make all decisions regarding administration of the Plan and eligibility for benefits under the Plan, and such interpretation shall be conclusive and binding on all parties. All decisions of the Plan Administrator with respect to this Plan shall be respected unless arbitrary and capricious.

6.07 Resignation or Removal.

The Plan Administrator may resign by giving written notice to the Employer not less than fifteen (15) days before the effective date of his/her resignation. The Plan Administrator may be removed, without cause, by the Employer, who shall fill the vacancy as soon as reasonably possible after a vacancy occurs. Until a new appointment is made, the Employer shall act as the Plan Administrator.

6.08 Miscellaneous.

(a) All actions or determinations of the Plan Administrator or the Employer hereunder shall be made or result from uniform standards applied in a nondiscriminatory manner with respect to all Employees, Participants and/or Beneficiaries.

(b) Any person affected hereby may consult with the Plan Administrator on any matters relating to his/her interest in the Plan.

(c) The Plan Administrator shall not vote or decide upon any matters relating solely to himself or to any of his/her rights or benefits under this Plan.

6.09 Claims Procedures.

The Plan Administrator shall establish claims procedures in accordance with applicable law and shall afford a reasonable opportunity to any person whose claim for benefits has been denied for a full and fair review of the decision denying such claim.

**ARTICLE VII
QUALIFIED DOMESTIC RELATIONS ORDERS**

7.01 General Rules.

Notwithstanding anything contained in this Plan to the contrary, in the case of any Qualified Domestic Relations Order whereby a distribution will be made, a distribution may be made in accordance with this Section.

7.02 Definitions.

The following definitions will be used within this Section.

(a) "Qualified Domestic Relations Order" shall mean a Domestic Relations Order (as defined in (b) below) which:

- (i) creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under this Plan;
 - (ii) clearly specifies:
 - (A) the name and last known mailing address of the Participant and the name and mailing address of each Alternate Payee covered by such order,
 - (B) the amount or percentage of the Participant's Account Balance to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined,
 - (C) the number of payments or period to which such order applies; and
 - (D) each Plan to which such order applies, and
 - (iii) does not require:
 - (A) the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan except that the order may require payment to be made prior to the time a Participant has separated from service,
 - (B) the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order, or
 - (C) the Plan to provide increased benefits.
- (b) "Domestic Relations Order" shall mean any judgment, decree, or order (including

approval of a property settlement agreement) which:

- (i) relates to the provisions of child support, alimony payments, or marital property rights to a spouse, child, or other dependent of a Participant, and
- (ii) is made pursuant to a state domestic relations law, including a community property law.

(c) "Alternate Payee" shall mean any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all or a portion of the benefits payable under the Plan with respect to such Participant.

7.03 Distributions.

Distributions pursuant to a Qualified Domestic Relations Order shall only be made in the manner, form and time as the distribution rules set forth in Article V of this Plan except that payment may commence prior to the time a Participant has separated from service.

7.04 Notice.

Upon receipt of a Domestic Relations Order, the Plan Administrator shall promptly notify the Participant and any Alternate Payee of the receipt of such order and the procedures for determining the qualified status of such order. After making a determination as to the qualified status of such order, the Plan Administrator shall notify the Participant and each Alternate Payee of such determination.

7.05 Plan Procedures.

Upon receipt of a Domestic Relations Order, the Plan Administrator shall give due consideration and review to the order and shall determine whether or not the order is qualified within nine (9) months of receipt of such order unless special circumstances require an extension of time to determine the qualified status of such order. If such an extension of time is required, written notice of the extension shall be furnished to the Participant and each Alternate Payee prior to the expiration of such initial nine (9) month period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render a final decision which date may not exceed an additional nine (9) months after the initial period expires unless the qualified status of such order is being determined by a court of competent jurisdiction. If a court of competent jurisdiction is determining the status of an order, in no event shall a final decision be rendered prior to the time the status of such order is determined to be non qualified by the Plan Administrator. The Plan Administrator shall furnish the claimant with a written notice setting forth (in a manner calculated to be understood by the claimant) the specific reason or reasons for the determination of the non qualified status of the order.

7.06 Segregation and Payment of Benefits.

During any period in which the issue of whether a Domestic Relations Order is qualified is being determined by the Plan Administrator, by a court of competent jurisdiction, or otherwise, the Plan Administrator shall order the Trustee to determine the amount which would have been payable to the Alternate Payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within eighteen (18) months after receipt of the order, or modification thereof, it is determined to be a Qualified Domestic Relations Order, the Plan Administrator shall order the Trustee to pay the amounts plus increments thereto to the person or persons entitled thereto. If within eighteen (18) months after receipt it is determined that the order is not a Qualified Domestic Relations Order, or the issue as to whether such order is a Qualified Domestic Relations Order is not resolved, then the Plan Administrator shall order the Trustee to pay the amounts plus increments thereto to the person or persons who would have been entitled to such amounts if there had been no order. If the determination of the qualified status of a Domestic Relations Order is made after eighteen (18) months after receipt, the order shall only apply to benefits distributed after the date of such determination.

**ARTICLE VIII
AMENDMENT OR TERMINATION OF THE PLAN**

8.01 Amendment of the Plan.

The Employer reserves the right to amend this Plan from time to time in whole or in part. All such amendments shall be in writing and shall be communicated to all Participants and other appropriate parties as may be required by law.

8.02 Termination of the Plan.

Although the Employer intends this Plan to continue indefinitely, it reserves the right to terminate the Plan at any time.

**ARTICLE IX
MISCELLANEOUS**

9.01 Plan is Not an Employment Contract.

Nothing contained in this Plan shall be deemed to constitute an employment contract between the Participant and the Employer, and no provision of this Plan shall restrict the right of the Employer to discharge a Participant or the right of a Participant to terminate his/her employment.

9.02 Non-Assignability Clause.

Neither the Participant, nor his/her Beneficiary nor any other designee, shall have any right to commute, sell, assign, transfer or otherwise convey any interest in or the right to receive any payments provided under this Plan. Such payments and rights are expressly declared to be non-assignable and non-transferable. Nor shall any unpaid benefits be subject to attachment, garnishment or execution, or be transferable by operation of law in the event of bankruptcy or insolvency except to the extent otherwise required by law.

9.03 Construction.

This Plan is established with the intent that it be an eligible deferred compensation plan of a governmental entity under Section 457(b) of the Code. All terms and provisions contained in this Plan shall be interpreted, wherever possible, so as to be in compliance with the requirements of Section 457(b) of the Code as they apply to governmental entities.

9.04 Governing Law.

This Plan shall be construed, administered and enforced according to the laws of the State of Connecticut, except to the extent superseded by any applicable provision of the Code.

9.05 Applicability.

This Plan shall supersede any and all other Section 457(b) plans previously adopted by the Employer.

9.06 Location of Participant or Beneficiary.

In the event that any benefit shall become payable hereunder to any person and if, after written notice from the Trustee mailed to such person's last known address as certified to the Trustee by the Plan Administrator, such person shall not present himself to the Trustee within two (2) years after the mailing of such notice, the Trustee shall notify the Plan Administrator thereof. The Plan Administrator shall thereupon attempt to locate such person or, failing in such effort, to locate such person's designated Beneficiary, if applicable. If the Plan Administrator fails to locate such person or his/her Beneficiary, it shall attempt to locate such person's spouse

and/or blood relatives and to allocate the benefit among such persons in such manner as the Plan Administrator in its absolute discretion deems equitable. If such person, Beneficiary, spouse or blood relatives cannot be located, the Plan Administrator shall treat the benefit as a forfeited amount to be used to pay Plan expenses; provided, however, that in the event that such person is subsequently located such benefit shall be restored and paid to him/her. The Plan Administrator's obligation to locate individuals under this Section shall be satisfied if the Plan Administrator employs reasonable efforts to that end.

IN WITNESS WHEREOF, the undersigned Employer has caused this amended and restated Plan to be approved by its City Council on _____ and has further caused it to be signed and attested to by its Mayor to become effective as of the 1st day of January, 2009.

ATTEST:

CITY OF BRIDGEPORT

By: _____

By: _____

TABLE A

MINIMUM REQUIRED DISTRIBUTION TABLE

Age of Employee	Distribution Period	Age of Employee	Distribution Period
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115+	1.9

CITY OF BRIDGEPORT
SECTION 401(a) MONEY PURCHASE PENSION PLAN

Amended and Restated
Effective July 1, 2009

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PREAMBLE

The City of Bridgeport (the "City") wishes to provide a select group of employees with an additional opportunity to accumulate funds for their retirement. To implement this wish, the City adopted The Executive Pension Plan, a money purchase pension plan, effective June 30, 1991.

The Plan is hereby amended and restated effective July 1, 2009 to reflect changes in the Plan's design and to comply with current laws and regulations. The Plan is also renamed effective July 1, 2009 as the City of Bridgeport Section 401(a) Money Purchase Pension Plan ("Plan").

The Plan is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code and a governmental plan as defined in Section 414(d) of the Code.

The provisions of the Plan as set forth in this document shall apply only to an Eligible Employee who terminates employment on or after July 1, 2009. The rights and benefits, if any, of an Employee who terminated employment prior to July 1, 2009 shall be determined in accordance with the provisions of the Plan as in effect on the date his employment terminated.

ARTICLE I DEFINITIONS

1.1 “Account Balance.” The amounts credited to the Employee Contribution Account, Employer Contribution Account and Rollover Contribution Account established and maintained on behalf of each Participant at any point in time.

1.2 “Authorized Leave of Absence.” Any absence authorized by the Employer under the Employer’s standard personnel practices, provided that all persons under similar circumstances must be treated alike in the granting of such Authorized Leaves of Absence and provided further that the Employee returns within the period of authorized absence. An absence due to service in the armed forces of the United States shall be considered an Authorized Leave of Absence to the extent required under Section 414(u) of the Code.

1.3 “Beneficiary.” One or more persons and/or trusts and/or estates designated in accordance with this Plan to receive benefits upon the death of a Participant.

1.4 “City.” The City of Bridgeport, Connecticut.

1.5 “City Council.” The City of Bridgeport City Council.

1.6 “Code.” The Internal Revenue Code of 1986 as it has been and as it may be amended from time to time and any regulations promulgated thereunder and interpretations thereof as such may affect this Plan.

1.7 “Compensation.” Each Employee’s compensation paid by the Employer during the Plan Year to such Employee while such Employee is a Participant in the Plan, excluding overtime and bonuses, unreduced for any employee deferrals under a Section 403(b) or Section 457(b) plan, any amounts deferred by the Employee under a cafeteria plan meeting the requirements of Section 125 of the Code and any elective amounts that are not includible in income under Section 132(f)(4) of the Code. Compensation shall not include Compensation of any Employee in excess of \$245,000 (increased as permitted under Section 401(a)(17) of the Code to reflect cost-of-living adjustments). For all other purposes of the Plan, Compensation shall have the meaning prescribed by such Section.

1.8 “Determination Date.” The last day of the preceding Plan Year.

1.9 “Effective Date.” June 30, 1991, except that the provisions of this amended and restated Plan shall be effective on July 1, 2009, except as otherwise provided herein.

1.10 “Eligible Employee.” An Employee who is designated by the City Council as eligible to participate in this Plan and is listed on Appendix A.

1.11 “Employee.” A person who is receiving remuneration for personal services rendered to the Employer as a common-law employee, or who would be receiving such remuneration except for an Authorized Leave of Absence.

- 1.12 “Employer.” The City, and any successor thereto which adopts this Plan in writing.
- 1.13 “Employee Contribution Account.” The account established in accordance with Section 4.2 for each Participant to record the Participant’s Employee Contributions and Fund appreciation attributable thereto.
- 1.14 “Employee Contributions.” The contributions made by the Employee in accordance with Section 4.2.
- 1.15 “Employer Contribution Account.” The account established in accordance with Section 4.1 for each Participant to record the Participant’s share of Employer Contributions and Fund appreciation attributable thereto.
- 1.16 “Employer Contributions.” The contributions made by the Employer in accordance with Section 4.1.
- 1.17 “Entry Date.” The first day of January and July of each Plan Year.
- 1.18 “Fund.” The corpus and all earnings, appreciation and additions held by the Trustee under this Plan for the exclusive benefit of Participants and their Beneficiaries.
- 1.19 “Investment Funds.” The investment funds provided for in Section 5.1.
- 1.20 “Normal Retirement Date.” The first day of the month coinciding with or next following the date on which a Participant reaches age sixty-five (65).
- 1.21 “Participant.” An Employee who has met the conditions of eligibility and participation prescribed in Article III and for whose benefit, or for whose Beneficiary, the Trustee holds or will hold assets until such Employee’s Account Balance has been fully distributed.
- 1.22 “Plan.” The City of Bridgeport Section 401(a) Money Purchase Pension Plan, as from time to time amended.
- 1.23 “Plan Administrator.” The person or persons appointed to manage and administer the Plan as provided in Article II.
- 1.24 “Plan Year.” The twelve (12) month period commencing each July 1 and ending each June 30.
- 1.25 “Rollover Contribution Account.” The account established in accordance with Section 4.4 for each Participant to record the Participant’s Rollover Contributions, if any, and Fund appreciation attributable thereto.
- 1.26 “Rollover Contributions.” The contributions made by a Participant in accordance with Section 4.4.

1.27 “Severance from Employment.” The date of an Employee’s death, retirement, resignation or discharge, or any absence that causes such Employee to cease to be an Employee of the Employer.

1.28 “Totally and Permanently Disabled.” The designation of the Employee as eligible for Social Security disability benefits as determined by the Social Security Administration.

1.29 “Trust.” The trust created by the Employer and the Trustee by a trust agreement to hold and invest the assets contributed under the terms of this Plan.

1.30 “Trust Agreement.” The trust agreement entered into between the Employer and Trustee to hold and invest the assets contributed under the terms of this Plan and the Trust.

1.31 “Trustee.” Such other individual or corporate fiduciary or fiduciaries as may be duly appointed by the City Council to hold the assets of the Fund pursuant to the terms of this Plan and the Trust.

1.32 “Valuation Date.” The last day of each calendar quarter and/or such other dates as the Plan Administrator shall determine to value the Fund.

ARTICLE II ADMINISTRATION OF THE PLAN

2.1 Appointment of Plan Administrator.

The City shall be the Plan Administrator within the meaning of Section 414(g) of the Code. The City may delegate the administration of the Plan to a Plan Administrator who shall be appointed by and serve at the pleasure of the City. All usual and reasonable expenses of the Plan Administrator may be paid in whole or in part by the City, and any expenses not so paid shall be paid by the Trustee out of the assets of the Trust. A Plan Administrator who receives full-time pay from the Employer shall not receive compensation with respect to his services.

2.2 Responsibilities of Involved Parties.

The City, Plan Administrator, Employer, and Trustee shall have only such responsibilities as are specifically allocated to them in this Plan and the Trust Agreement.

(a) Trustee. The Trustee shall have exclusive responsibility for the control and management of the assets of the Fund, as provided in the Trust Agreement.

(b) Plan Administrator. The Plan Administrator shall have responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan and Trust Agreement. If more than one person is serving as the Plan Administrator, any act which this Plan authorizes or requires the Plan Administrator to do may be done by a majority of such persons, and the action of such majority expressed from time to time by a vote at a meeting, or in writing without a meeting, shall constitute the action of the Plan Administrator.

(c) The City, as Plan Sponsor. The City shall be responsible for all functions assigned or reserved to it under the Plan and Trust Agreement, including the right to remove or replace the Trustee and the Plan Administrator. Any authority assigned or reserved to the City under the Plan and Trust Agreement, other than responsibilities assigned to the Plan Administrator, shall be exercised by the resolution of the City Council, and shall become effective, with respect to the Trustee, upon written notice to the Trustee signed by an authorized individual advising the Trustee of such exercise.

(d) Employer. The Employer shall have the sole responsibility for making the contributions necessary to provide benefits under the Plan and providing such information to the Plan Administrator as shall be necessary to administer the Plan.

2.3 Agents.

The Plan Administrator may employ such agents to perform clerical and other services, and such counsel, accountants and actuaries as it may deem necessary or desirable for administration of the Plan. The Plan Administrator may rely upon the written opinions or certificates of any agent, counsel, actuary or physician.

2.4 Procedures.

The Plan Administrator shall adopt such bylaws as it deems desirable and shall keep all such books of account, records and other data as may be necessary for proper administration of the Plan. The Plan Administrator shall keep a record of all actions and forward all necessary communications to the Trustee and the City, as applicable. The Plan Administrator shall keep records containing all relevant data pertaining to any person affected hereby and such person's rights under the Plan.

2.5 Plan Administrator's Powers and Duties.

The Plan Administrator shall have such powers and duties as may be necessary to discharge its function hereunder, including, but not by way of limitation, the following:

(a) To construe and interpret the Plan, to decide all questions which may arise relative to the rights of Employees, past and present, and their Beneficiaries, under the terms of the Plan;

(b) To obtain from the Employer and from Employees such information as shall be necessary for the proper administration of the Plan, and, when appropriate, to furnish such information promptly to the Trustee or other persons entitled thereto;

(c) To prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) To furnish the City, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate;

(e) To obtain and review reports of the Trustee pertaining to the receipts, disbursements and financial condition of the Trust;

(f) To establish and maintain such accounts in the name of the Employer and of each Participant as are necessary;

(g) To delegate in writing all or any part of its responsibilities under the Plan to the Trustee and in the same manner revoke any such delegation of responsibility. Any action of the Trustee in the exercise of such delegated responsibilities shall have the same force and effect for all purposes as if such action had been taken by the Plan Administrator. The Trustee shall have the right, in its sole discretion, by written instrument delivered to the Plan Administrator, to reject and to refuse to exercise any such delegated authority; and

(h) To the extent that Participants do not direct the investment of their accounts, to advise the Trustee, in writing, with respect to investment and reinvestment of the Participants' and Employers' contributions under the Plan; if instructions are not forthcoming, however, the Trustee shall have full power to invest and reinvest any funds under his control. The Trustee's rights and duties relative to investments which are contained in the Trust Agreement shall inure

to the benefit of, and are binding upon, the Plan Administrator when he renders investment advice.

2.6 Liability and Indemnification of the Plan Administrator.

In connection with any action or determination, the Plan Administrator shall be entitled to rely upon information furnished by the Employer. To the extent permitted by law, the City shall indemnify the Plan Administrator against any liability or loss sustained by reason of any act or failure to act in its administrative capacity, if such act or failure to act does not involve willful misconduct. Such indemnification of the Plan Administrator shall include attorney's fees and other costs and expenses reasonably incurred in defense of any action brought against the Plan Administrator by reason of any such act or failure to act. No bond or other security shall be required of any Plan Administrator unless he handles funds or other property of the Plan. A Plan Administrator shall not be liable or responsible for the acts of commission or omission of another fiduciary unless:

(a) he knowingly participates or knowingly attempts to conceal the act or omission of another fiduciary and he knows that the act or omission is a breach of fiduciary responsibility by the other fiduciary; or

(b) he has knowledge of a breach by the other fiduciary and shall not make reasonable efforts to remedy the breach; or

(c) the Plan Administrator's breach of his own fiduciary responsibility permits the other fiduciary to commit a breach.

2.7 Standard of Review.

The Plan Administrator and Trustee shall have sole discretion to make decisions regarding a Participant's or Beneficiary's benefits and such decision shall be conclusive and binding on all parties. The Plan Administrator, in his discretion, shall have the authority to interpret all provisions of this Plan, and to make all decisions regarding administration of the Plan and eligibility for benefits under the Plan, and such interpretation shall be conclusive and binding on all parties. All decisions of the Plan Administrator with respect to this Plan shall be respected unless arbitrary and capricious.

2.8 Resignation or Removal.

The Plan Administrator may resign by giving written notice to the City not less than fifteen (15) days before the effective date of his resignation. The Plan Administrator may be removed, without cause, by the City, who shall fill the vacancy as soon as reasonably possible after a vacancy occurs. Until a new appointment is made, the City shall act as the Plan Administrator.

2.9 Miscellaneous.

(a) All actions or determinations of the Plan Administrator or the City hereunder shall be made or result from uniform standards applied in a nondiscriminatory manner with respect to all Employees, Participants and/or Beneficiaries.

(b) Any person affected hereby may consult with the Plan Administrator on any matters relating to his interest in the Plan.

(c) The Plan Administrator shall not vote or decide upon any matters relating solely to himself or to any of his rights or benefits under this Plan.

2.10 Establishment of Funding Policy.

On a regular basis the Plan Administrator shall determine the Plan's short-run and long-run financial needs and communicate such needs to the Trustee. In determining financial needs the Plan Administrator shall consider, among other factors, the Plan's immediate requirements to pay benefits and the Plan's needs for investment growth.

2.11 Claims Procedures.

The Plan Administrator shall establish claims procedures in accordance with applicable law and shall afford a reasonable opportunity to any person whose claim for benefits has been denied for a full and fair review of the decision denying such claim.

**ARTICLE III
PARTICIPATION IN PLAN**

3.1 Conditions of Eligibility.

(a) Each Eligible Employee shall be eligible to become a Participant in the Plan on the Entry Date following his completion of such requirements, or on any subsequent Entry Date.

(b) In the event that an Employee who was not previously eligible becomes an Eligible Employee, such Employee shall be eligible to become a Participant in the Plan upon becoming an Eligible Employee.

3.2 Participation.

(a) Participation in the Plan shall be automatic upon an Eligible Employee's becoming eligible to participate. Each Employee who becomes a Participant shall be deemed to have agreed to the terms and conditions of the Plan. Upon becoming a Participant, an Employee shall file with the Plan Administrator a signed application in which such Employee shall designate a Beneficiary in accordance with Section 8.3(b) and make the election of Investment Funds specified in Section 5.2.

(b) Each Eligible Employee shall be offered the opportunity to make a one-time, irrevocable election to make Employee Contributions to the Plan. If an Eligible Employee elects to make Employee Contributions, the Eligible Employee shall be required to file with the Plan Administrator a signed election form setting forth the percentage of Compensation to be contributed to the Plan as Employee Contributions each pay period. Such Employee Contributions shall be withheld from pay each pay period for the duration of the Eligible Employee's employment, except that: (i) no Employee Contributions will be withheld from pay during the Eligible Employee's unpaid Authorized Leave of Absence, and (ii) no further Employee Contributions will be required if the Employee has a change in job title or terms of employment that renders such Employee ineligible for further Employer Contributions under this Plan.

3.3 Termination of Participation

Participation in the Plan will terminate when a Participant or his Beneficiaries have received all benefits due to them under the Plan.

ARTICLE IV CONTRIBUTIONS

4.1 Employer Contributions.

(a) Subject to the requirements of paragraphs (b) and (c) below, each Participant shall be eligible to receive an Employer Contribution each Plan Year equal to the percentage of set forth in Appendix A multiplied by his Compensation for such Plan Year. Such percentage set forth in Appendix A shall be fixed for the duration of the Participant's employment unless the Plan is amended to provide for a new percentage.

(b) Employer Contributions shall be allocated as of the last day of the Plan Year to a Participant's Employer Contribution Account only if such Participant completed one thousand (1,000) or more Hours of Service during such Plan Year and is employed on the last day of such Plan Year, or if such Participant terminated employment during such year on account of death, retirement on or after his Normal Retirement Date, or Total and Permanent Disability.

(c) With respect to the Plan Year during which a Participant retires, has a Total and Permanent Disability or dies while in active employment, a pro rata portion of the Employer Contributions for such Plan Year shall be allocated to the Participant's Employer Contribution Account, but such allocation shall be based only upon the amount of Compensation paid or accrued to him during such Plan Year up to the date of his retirement, disability or death.

4.2 Employee Contributions.

If a Participant has elected to make Employee Contributions as described in Section 3.2(b), such Employee Contributions shall be withheld each pay period in amount equal to the percentage of such Participant's Compensation designated on the Participant's election form and listed on Appendix A.

4.3 Limitations upon Contributions.

(a) The foregoing provisions of this Section notwithstanding, in order to comply with Section 415 of the Code, the annual additions to a Participant's accounts for any Plan Year shall not exceed \$49,000 (as adjusted for cost of living adjustments under Section 415(d) of the Code) or one hundred percent (100%) of such Participant's Compensation within the meaning of Section 415(c)(3) of the Code, for the limitation year.

(b) (i) For purposes of this Section 4.2, the term "annual additions" means the sum of:

(A) the Employer's contributions under this Plan or any other defined contribution plan maintained by the Employer, including irrevocable Employee Contributions;

(B) forfeitures, if any; and

(C) the Participant's voluntary contributions under any other plan maintained by the Employer.

(ii) For purposes of this Section, Compensation means compensation as defined in Section 415(c)(3) of the Code, including any elective deferrals under Section 402(g)(3) of the Code, and any amount which is contributed by the Employer at the election of the Employee under Section 125 or Section 132(f)(4) of the Code. Compensation shall also include payments made by the later of two and a half months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, provided that absent a Severance from Employment, such payments would have been paid to the employee while the employee continued in employment with the employer and are regular compensation for services during the employee's regular working hours, compensation for services outside of the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

(c) If the limitation on annual additions to a Participant's accounts is exceeded, such excess annual additions shall be corrected as permitted under applicable law, statute, regulation or procedure.

4.4 Rollover Contributions.

Under such rules and procedures as the Plan Administrator may establish, any Eligible Employee may make the following Rollover Contributions to the Plan that: (a)(i) represents his interest in a plan meeting the requirements of Section 401(a) of the Code, (ii) represents his interest in an annuity contract described in Section 403(b) of the Code, (iii) represents his interest in an eligible plan under Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, which is separately accounted for, (iv) is a distribution from an individual retirement account or annuity described in Sections 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be included in gross income, or (v) is a distribution received under a Qualified Domestic Relations Order; and (b) qualifies under Section 402(c)(4) or Section 408(d)(3)(A)(ii) of the Code. Any amount described above that is received by an Employee as the surviving spouse of a deceased Plan Participant is an eligible Rollover Contribution.

Such contribution shall not be subject to the limitations set forth in Section 4.3 hereof.

4.5 Administrative Expenses.

To the extent that any administrative expenses of the Plan are not paid by the Employer, such expenses shall be paid from the Trust and shall be treated as an expense of the Trust. No amount contributed by the Employer in payment of administrative expenses shall be allocated to Participants.

ARTICLE V
INVESTMENT PROVISIONS

5.1 Investment Funds.

A minimum of three (3) Investment Funds shall be established. The Plan Administrator, in his sole discretion, may establish additional Investment Funds.

5.2 Investment of Contributions.

Each Employer Contribution, Employee Contribution and Rollover Contribution shall be invested in such of the Investment Funds as the Participant shall elect in accordance with Section 3.2, and shall remain so invested except to the extent a transfer pursuant to Section 5.3 has been effected. Such election shall specify, by one percent (1%) increments, the whole percentage of such contributions to be invested in each such Investment Fund. Any change in such election, which must be filed with such advance notice as may be required by the Plan Administrator, shall become effective only with respect to subsequent contributions. If a Participant fails to elect the Investment Funds into which contributions shall be invested, the Plan Administrator shall direct that such contributions shall be invested in the fund designed by the Plan Administrator as the default Investment Fund.

5.3 Transfer between Funds.

A Participant may elect to transfer all or a portion of the amounts in his Employer Contribution Account, Employee Contribution Account and Rollover Contribution Account as of the time of reference, invested in any one or more Investment Funds to any one or more other Investment Funds. Such election shall be made by the Participant's written designation, by one percent (1%) increments, of the percentage of the amount credited to the Participant to be invested in each Investment Fund. Such election, which must be filed with such advance notice as may be required by the Plan Administrator as of the day indicated by the Plan Administrator.

The Plan Administrator may permit Participants to elect to automatically rebalance their investment allocation between Investment Funds.

5.4 Investment of Investment Funds.

Each Investment Fund shall at all times consist of such sums of money or other property as shall be allocated or transferred to it for investment, all investments made by it and proceeds received on the disposition of such investments, and all of its earnings and profits, less the payments or transfers which at the time of reference shall have been made from each such Investment Fund as provided in the Plan.

5.5 Accounting for Participants' Shares.

The Plan Administrator shall maintain for each Participant an individual accounting showing his share in each Investment Fund in which his contributions have been invested.

5.6 Adjustment for Investment Experience.

(a) As of each Valuation Date, the Plan Administrator shall adjust the Account Balances of each Participant to reflect the Participant's proportionate share of investment experience, including gains and losses (both realized and unrealized) of each Investment Fund since the preceding Valuation Date.

(b) For purposes of paragraph (a), each Participant's proportionate share of investment experience as of the Valuation Date shall be based on gains and losses determined with respect to the Participant's interest in the Investment Fund as of the preceding Valuation Date, decreased by any distributions made there from.

5.7 Composition of Accountings.

With respect to each accounting of a Participant's share in the Fund, the Plan Administrator shall segregate the portion of the amounts attributable to Employer Contributions, Employee Contributions and Rollover Contributions and shall allocate to each segregated account any earnings attributable thereto.

ARTICLE VI
VESTING

6.1 Vesting.

Each Participant shall be one hundred percent (100%) vested in amounts in his Employer Contribution Account, Employee Contribution Account and Rollover Account at all times.

ARTICLE VII LOANS

7.1 Loans to Participants.

(a) Any qualifying Participant may apply to the Plan Administrator for a loan of a portion of his Account Balance subject to the terms and conditions of this Section 7.1. Amounts loaned shall be paid from a Participant's accounts as follows: first, from the Rollover Contribution Account; next, from the Participant's Employee Contribution Account; and last, from the Participant's Employer Contribution Account.

(b) Upon written application by a Participant for a loan under the terms of this Section, the Plan Administrator may, in his discretion, and in accordance with uniform and nondiscriminatory rules, make a loan to such Participant. The written application shall be a legally enforceable agreement and shall contain such information as the Plan Administrator shall deem necessary to make a determination as to whether the loan should be granted. The Plan Administrator will consider the factors normally considered in a commercial setting when determining whether or not to approve the loan.

(c) The amount of any loan to a Participant approved under this Section or under any other plan maintained by the Employer at any time shall not exceed the lesser of:

- (i) \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan during the one year period ending on the date any loan is made over the outstanding balance of loans from the Plan on such date, or
- (ii) 50% of the Participant's vested interest in his accounts.

No loan shall be made to a Participant in an amount less than \$1,000.

(d) The term of a loan made to a Participant under this Section shall require that the loan be repaid within five (5) years from the date the loan was made.

(e) Any loan shall be considered an investment of the borrowing Participant's interest in the Plan only and shall not be considered an investment of that portion of the Fund held for the benefit of other Participants. The loan shall be on such terms and conditions as the Plan Administrator shall determine, shall be evidenced by a promissory note, and shall bear a reasonable rate of interest, as determined by the Plan Administrator in his discretion. In determining a reasonable rate of interest, the Plan Administrator will consider the rates charged by persons in the business of lending money for loans made under similar circumstances. Notwithstanding the foregoing, if a Participant who has an outstanding loan commences military service, the Participant may elect to have a maximum interest rate of six percent (6%) apply to his loan during the period of military service. In order for the six percent (6%) cap to apply, the Participant must notify the Plan Administrator of his election to implement the cap, together with a copy of his military orders before one hundred eighty days (180) days have lapsed since the end of military service. If such notice is provided, the interest rate relief is retroactive to the

beginning of military service. The amount of the Participant's payment of principal and interest on the loan shall be credited to the Participant's accounts as Employer Contributions, Employee Contributions and Rollover Contributions in the proportion in which the loan proceeds were paid from such Participant's accounts.

(f) A Participant's repayment of a loan made pursuant to this Section shall be by payroll deduction; provided that the Plan Administrator in his discretion may consent, at a Participant's request, to any other reasonable method of repayment of a loan; provided, that such method requires substantially level amortization of principal and interest payments at least quarterly. No loans shall be made to a Participant that provide for a repayment period extending beyond such Participant's Normal Retirement Date. A Participant may prepay the entire amount due under a loan at any time without penalty.

(g) The provisions of Section 12.2 notwithstanding, by accepting a loan as provided in this Section, the Participant automatically assigns as security for the loan all right, title and interest in and to such Participant's accounts. All loans shall be repaid according to the terms and conditions determined by the Plan Administrator on a uniform and nondiscriminatory basis. If the Participant should not repay all or a portion of the loan within the time specified in the promissory note, the Plan Administrator shall consider such event as constituting default on the loan. In the event of default, in addition to other remedies provided by the promissory note and any applicable law, the Plan Administrator may reduce the amounts credited to the Participant's accounts which were invested in the loan to such Participant by the amount owed on the loan principal and any accumulated and unpaid interest thereon, and the Participant's note shall thereupon be cancelled. The Plan Administrator may permit a Participant the "grace period" allowed under the Code to cure the default in order to avoid a deemed distribution.

If a Participant is on an Authorized Leave of Absence and is receiving Compensation that is less than the amount due as payments on the Participant's outstanding loan, the Plan Administrator may permit the Participant to suspend such payments for a period not to exceed twelve (12) months; provided that the repayment period does not extend beyond the original maximum period permitted under paragraph (c), and at the end of the Participant's Authorized Leave of Absence the loan is reamortized based upon the remaining period. Loan repayments may be suspended as permitted under Section 414(u)(4) of the Code for those Participants in qualified military service.

In the event of the Participant's retirement, termination of employment, disability or death before the full amount of any loan to him has been fully repaid, the Plan Administrator may, but need not, reduce the amounts credited to the Participant's Account Balance which were invested in the loan to such Participant by the amount owed on the loan principal and any accumulated and unpaid interest thereon, and the Participant's note shall thereupon be cancelled.

(h) A Participant shall not have more than one loan outstanding at any time.

**ARTICLE VIII
DISTRIBUTION OF BENEFITS**

8.1 Severance from Employment.

(a) General. Any Participant who has a Severance from Employment for any reason shall be entitled to receive his Account Balance. Distribution to such a Participant of contributions (and any earnings attributable thereto) made to his account shall be made in the following form:

(i) An unmarried Participant shall receive his benefit in a single life annuity paid over the lifetime of the Participant.

(ii) A Participant who is married on the date he receives a distribution shall receive his benefit in the form of a 50% Joint and Survivor Annuity.

(b) Optional Forms of Benefit. In addition to the forms of benefit described in paragraph (a), a Participant may choose an optional form of benefit under this paragraph (b).

(i) An unmarried Participant shall be eligible to receive his benefit in a single lump sum payment in lieu of the normal form described in paragraph (a).

(ii) A married Participant shall be eligible to receive his benefit in a single lump sum payment or payable for his life as a single life annuity in lieu of the normal form described in paragraph (a). A married Participant's election to receive an optional form of benefit shall only be effective if the Participant and his spouse waive the joint and survivor annuity as provided in this Section.

(c) Joint and Survivor Annuity. If no election as to any specific form of retirement benefit is made on a Participant's annuity starting date, or if such election is not effective as of such date, and if the Participant was married on such date, such Participant shall be deemed to have elected the joint and survivor annuity form of retirement benefit with his spouse as the Beneficiary. The joint and survivor annuity option shall be a life annuity for the life of the Participant with a survivor annuity for the life of his spouse in an amount equal to fifty percent (50%) of the amount of the annuity payable during the joint lives of the Participant and his spouse. This automatic application or an election not to take this automatic application shall be subject to revocation or change according to the election procedures described in this Section.

(d) Contributions Made before July 1, 2009. Distribution of contributions (and any earnings attributable thereto) made to his account prior to July 1, 2009 may be made in any of the forms of distribution permitted under the terms of the Plan in effect on the earlier of the date of the Participant's Severance from Employment or June 30, 2009.

(e) Cash-out Provisions. If the total vested portion of a Participant's Account Balance, as of the applicable Valuation Date, does not exceed \$1,000, the Plan Administrator shall direct the Trustee to distribute the vested portion of the Participant's accounts to which he

is entitled to the Participant as soon as practicable after his Severance from Employment occurs. If the total vested portion of a Participant's Account Balance exceeds \$1,000, distribution to a Participant who has a Severance from Employment for any reason except death may commence prior to the time the Participant attains age sixty-two (62) only with the Participant's consent. Benefits that are not so paid to a Participant shall be held by the Trustee and distributed as soon as practicable following such Participant's attainment of age sixty-two (62).

(f) Commencement of Benefits. Payment of the amounts to which a Participant is entitled shall generally commence as soon as practicable after the Participant's Severance from Employment but no later than sixty (60) days after the last day of the Plan Year in which a Severance from Employment occurs. Notwithstanding any other provision of the Plan to the contrary, payment of a Participant's Account Balance shall not commence later than the first day of April of the calendar year following the calendar year in which the Participant attains age 70 ½ or the Plan Year in which the Participant has a Severance from Employment, if later.

Payment of the amounts to which an Alternate Payee is entitled shall commence as soon as practicable after the Plan Administrator determines a Domestic Relations Order to be qualified.

In the event that a minimum distribution must be made to a Participant under the Plan, the amount of the distribution shall be based on the Participant's Account Balance divided by the Distribution Period provided on the attached Table A.

Notwithstanding anything in the Plan to the contrary, all distributions required under this Section shall be determined and made in accordance with the regulations under Section 401(a)(9) of the Code. Distributions will be made in accordance with Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 of the Treasury Regulations.

8.2 Waiver of Joint and Survivor Annuity.

A Participant may elect to waive the annuity provided in Section 8.1 and elect an alternate form of retirement benefit within the ninety (90) day period prior to his annuity starting date.

8.3 Death Benefits.

(a) If a Participant dies before distribution of his Account Balance has been distributed his Account Balance shall be distributed to the Participant's Beneficiary in a single lump sum as soon as practicable after the Participant's death or at such later date as the Participant's Beneficiary may elect.

(b) Any death benefit shall be paid to any person or persons that the Participant has designated, in the manner prescribed by the Plan Administrator, as primary or contingent Beneficiaries. Any designation which does not name the Participant's spouse as the Participant's Beneficiary shall only be given effect if:

(i) the spouse of the Participant consents in writing to such election, the spouse's consent acknowledges the effect of such election and such consent is witnessed by a Plan representative or a notary public; or

(ii) the Participant has no spouse or it is established to the satisfaction of the Plan Administrator and in accordance with the Code that the spouse cannot be located. If the Participant is not survived by a designated Beneficiary with respect to all or a part of his Account Balance, or if the designation does not meet the requirements of this Section, the Participant's Beneficiary with respect to such Account Balance or part thereof shall be the Participant's spouse, if then living, or if not, the Participant's estate.

(c) A Participant's affirmative designation of his spouse as his Beneficiary shall be automatically revoked effective as of the date on which a final divorce decree or judgment is entered by a court dissolving the marriage of the Participant and such spouse.

8.4 Valuation for Distribution.

The amounts due any Participant or Beneficiary under this Article VIII shall be determined by the Plan Administrator on the basis of the Account Balance as of the most recent Valuation Date preceding the date of distribution.

8.5 Distribution Requirements.

(a) The Plan Administrator shall furnish each Participant, no less than thirty (30) days and no more than ninety (90) days prior to the date such Participant will receive a distribution with a written explanation of his right to elect a Direct Rollover and the withholding consequences of not making such election. A Participant may waive the thirty (30) day time period set forth above.

(b) Unless a Participant elects a Direct Rollover, as defined in Section 8.5(c), twenty percent (20%) of the amount of any lump sum distribution shall be subject to Internal Revenue Service Income Tax Withholding. If a Participant's Account Balance does not exceed \$200 (or such other amount as prescribed by the Internal Revenue Service), the foregoing withholding requirement shall not apply.

(c) A "Direct Rollover" is an eligible rollover distribution, that is paid directly to (a) an individual retirement account described in Section 408(a) of the Code; (b) an individual retirement annuity described in Section 408(b) of the Code; (c) an annuity plan described in Section 403(b) of the Code; (d) an eligible plan under Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; or (e) a qualified plan described Sections 401(a) and 403(a) of the Code that accepts the eligible rollover distribution. A Participant may elect to have a portion of an eligible rollover distribution distributed to him and a portion distributed as a Direct Rollover. A Direct Rollover of a Participant's account or a portion thereof may only be made to a single recipient plan. A Participant may not elect a Direct Rollover of a distribution that does not exceed \$200 (\$500 if the Participant is electing a Direct Rollover of only a portion of his

account). A Participant electing a Direct Rollover shall be required to furnish the Plan Administrator with adequate information with respect to the recipient plan, including, but not limited to, the name of the recipient plan and a representation that the recipient plan is an eligible individual retirement plan or qualified defined contribution plan and that it will accept the Participant's Direct Rollover.

If a Participant fails to elect a Direct Rollover or provide the Plan Administrator with adequate information in order to make a Direct Rollover prior to the date distribution is to be made to such Participant, such Participant shall be deemed not to have elected a Direct Rollover.

(d) The foregoing requirements of this Section shall apply to distributions made to the spouse of a Participant as a result of the death of the Participant or pursuant to a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

ARTICLE IX
QUALIFIED DOMESTIC RELATIONS ORDERS

9.1 General Rules.

Notwithstanding anything contained in this Plan to the contrary, in the case of any Qualified Domestic Relations Order whereby a distribution will be made, a distribution may be made in accordance with this Section.

9.2 Definitions.

The following definitions will be used within this Section.

(a) “Qualified Domestic Relations Order” shall mean a Domestic Relations Order (as defined in (b) below) which:

- (i) creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under this Plan;
- (ii) clearly specifies:
 - (A) the name and last known mailing address of the Participant and the name and mailing address of each Alternate Payee covered by such order;
 - (B) the amount or percentage of the Participant’s Account Balances to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined;
 - (C) the number of payments or period to which such order applies; and
 - (D) each Plan to which such order applies; and
- (iii) does not require:
 - (A) the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan except that the order may require payment to be made prior to the time a Participant has separated from service;
 - (B) the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order;
 - (C) the Plan to provide increased benefits.

(b) “Domestic Relations Order” shall mean any judgment, decree, or order (including approval of a property settlement agreement) which:

(i) relates to the provisions of child support, alimony payments, or marital property rights to a spouse, child, or other dependent of a Participant; and

(ii) is made pursuant to a state domestic relations law, including a community property law.

(c) “Alternate Payee” shall mean any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all or a portion of the benefits payable under the Plan with respect to such Participant.

9.3 Distributions.

Distributions pursuant to a Qualified Domestic Relations Order shall only be made in the manner, form and time as the distribution rules set forth in Article VIII of this Plan except that payment may commence prior to the time a Participant has separated from service.

9.4 Notice.

Upon receipt of a Domestic Relations Order, the Plan Administrator shall promptly notify the Participant and any Alternate Payee of the receipt of such order and the procedures for determining the qualified status of such order. After making a determination as to the qualified status of such order, the Plan Administrator shall notify the Participant and each Alternate Payee of such determination.

9.5 Plan Procedures.

Upon receipt of a Domestic Relations Order, the Plan Administrator shall give due consideration and review to the order and shall determine whether or not the order is qualified within nine (9) months of receipt of such order unless special circumstances require an extension of time to determine the qualified status of such order. If such an extension of time is required, written notice of the extension shall be furnished to the Participant and each Alternate Payee prior to the expiration of such initial nine (9) month period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render a final decision which date may not exceed an additional nine (9) months after the initial period expires unless the qualified status of such order is being determined by a court of competent jurisdiction. If a court of competent jurisdiction is determining the status of an order, in no event shall a final decision be rendered prior to the time the status of such order is determined to be non-qualified by the Plan Administrator. The Plan Administrator shall furnish the claimant with a written notice setting forth (in a manner calculated to be understood by the claimant) the specific reason or reasons for the determination of the non-qualified status of the order.

9.6 Segregation and Payment of Benefits.

During any period in which the issue of whether a Domestic Relations Order is qualified is being determined by the Plan Administrator, by a court of competent jurisdiction, or otherwise, the Plan Administrator shall order the Trustee to determine the amount which would have been payable to the Alternate Payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within eighteen (18) months after receipt of the order, or modification thereof, it is determined to be a Qualified Domestic Relations Order, the Plan Administrator shall order the Trustee to pay the amounts plus increments thereto to the person or persons entitled thereto. If within eighteen (18) months after receipt it is determined that the order is not a Qualified Domestic Relations Order, or the issue as to whether such order is a Qualified Domestic Relations Order is not resolved, then the Plan Administrator shall order the Trustee to pay the amounts plus increments thereto to the person or persons who would have been entitled to such amounts if there had been no order. If the determination of the qualified status of a Domestic Relations Order is made after eighteen (18) months after receipt, the order shall only apply to benefits distributed after the date of such determination.

ARTICLE X TRUST

10.1 Trustee.

All contributions to the Plan by either the Participants or the Employer shall be paid to the Trustee who shall be designated by the City, with such powers as to investment, reinvestment, control and disbursement of the Fund as may be provided in the Trust Agreement. The Plan Administrator shall determine the manner in which the Fund shall be disbursed, in accordance with the Plan and the provisions of the Trust Agreement.

10.2 Trust for Exclusive Benefit of Employees

All assets of the Plan shall be held in the Trust created for the exclusive benefit of the Employees, former Employees and their Beneficiaries. In the case of a contribution that is made to the Plan under a mistake of fact, this Section shall not prohibit the return to the Employer at the written direction of the Plan Administrator of such contribution within one year after the payment of the contribution.

ARTICLE XI
AMENDMENT, TERMINATION AND MERGER

11.1 Amendment.

The City shall have the right at any time, and from time to time, by resolution of the City Council to amend, in whole or in part, any or all of the provisions of this Plan. However, no such amendment shall authorize or permit any part of the Fund to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries; no such amendment shall cause any reduction in the value of funds theretofore credited to any Participant, or cause or permit any portion of the Fund to revert to or become the property of the Employer; and no such amendment which affects the rights, duties or responsibilities of the Trustee may be made without the Trustee's written consent. Any such amendment which affects the rights, duties or responsibilities of the Trustee shall only become effective upon delivery of a written instrument, executed by the City, to the Trustee and the endorsement of the Trustee of his written consent thereto, if such consent is required.

11.2 Termination, Discontinuance of Contributions.

Although the City intends this Plan to continue indefinitely, it reserves the right at any time by resolution of the City Council to discontinue its contributions hereunder and to terminate this Plan hereby created. Upon termination of or permanent discontinuance of contributions under the Plan, the City shall deliver to the Trustee written notice of such discontinuance or termination.

Upon complete or partial termination of the Plan, irrespective of whether written notice thereof was given to the Trustee, all affected Participants' accounts shall continue to be fully vested. Upon termination of the Plan, the City shall direct the Trustee to distribute all assets remaining in the Trust, after payment of any expenses properly chargeable against the Trust, to the Participants in accordance with the value of their accounts as of the date of such termination. Alternatively, upon termination of or permanent discontinuance of contributions under the Plan, the City may direct the Trustee to hold the vested funds of all Participants and to distribute such funds from the Trust, under the modes of distribution provided in Article VIII, upon Severance from Employment, retirement, death or disability of such Participants.

11.3 Merger.

This Plan shall not be merged or consolidated with, nor shall any assets or liabilities be transferred to, any other plan, unless the benefits payable to each Participant if the Plan were terminated immediately after such action would be equal to or greater than the benefits to which such Participant would have been entitled if this Plan had been terminated immediately before such action.

ARTICLE XII MISCELLANEOUS

12.1 Participants' Rights.

Neither the establishment of the Plan hereby created, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer, or any officer or Employee thereof, or the Trustee, except as herein provided. Under no circumstances shall the terms of employment of any Participant be modified or in any way affected hereby.

12.2 Non-Assignability of Benefits.

The provisions of this Plan are intended as personal protection for the Participants. A Participant shall not have any right to assign, anticipate or hypothecate any assets held for his benefit, including amounts credited to his accounts. The benefits under this Plan shall not be subject to seizure by legal process or be in any way subject to claims of the Participant's creditors, including, without limitation, any liability for contracts, debts, torts, alimony or support of any relative except as provided under a Qualified Domestic Relations Order as defined in Section 414(p) of the Code or as otherwise permitted under Section 401(a)(13) of the Code. The Plan's benefits or the Trust assets shall not be considered an asset of a Participant in the event of his insolvency or bankruptcy.

If a Participant shall attempt to assign, anticipate or hypothecate any assets held for his benefit, or should such benefits be received by anyone other than the Participant or his designated Beneficiary, the Plan Administrator, in his discretion, may terminate the Participant's interest in such benefits and instruct the Trustee to hold or apply the benefits for the Participant, his spouse, children or other dependents.

12.3 Delegation of Authority by Employer.

Whenever the Employer or the City under the terms of this Plan is permitted or required to do or perform any act or matter or thing it shall be done and performed by any duly authorized delegate.

12.4 Construction of Plan.

This Plan shall be construed according to the laws of the State of Connecticut and all provisions hereof shall be administered according to the laws of such state.

12.5 Gender and Number.

Wherever any words are used herein in the masculine gender they shall be construed as though they were also used in the feminine or neuter gender in all cases where they would so apply, and wherever any words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply, and vice versa.

12.6 Incapacity to Receive Distributions.

If any person entitled to receive any benefit under the Plan is, in the judgment of the Plan Administrator, legally, physically or mentally incapable of personally receiving and receipting for any distribution, the Plan Administrator may instruct the Trustee to make distribution to such other person, persons, or institutions as, in the judgment of the Plan Administrator, then maintain or have custody of such person. Such payments shall, to the extent thereof, discharge all liability of the City, the Employer, the Plan Administrator and the Trust.

12.7 Location of Participant or Beneficiary.

In the event that any benefit shall become payable hereunder to any person and if, after written notice from the Trustee mailed to such person's last known address as certified to the Trustee by the Plan Administrator, such person shall not present himself to the Trustee within two (2) years after the mailing of such notice, the Trustee shall notify the Plan Administrator thereof. The Plan Administrator shall thereupon attempt to locate such person or, failing in such effort, to locate such person's designated Beneficiary, if applicable. If the Plan Administrator fails to locate such person or his Beneficiary, it shall attempt to locate such person's spouse and/or blood relatives and to allocate the benefit among such persons in such manner as the Plan Administrator in his absolute discretion deems equitable. If such person, Beneficiary, spouse or blood relatives cannot be located, the Plan Administrator shall treat the benefit as a forfeited amount to be used to reduce future Employer Contributions; provided, however, that in the event that such person is subsequently located such benefit shall be restored and paid to him. The Plan Administrator's obligation to locate individuals under this Section shall be satisfied if the Plan Administrator employs reasonable efforts to that end.

IN WITNESS WHEREOF, this amended and restated Plan has been executed this
_____ day of December, 2009.

WITNESS:

CITY:

By: _____
Its

TABLE A

MINIMUM REQUIRED DISTRIBUTION TABLE

Age of Employee	Distribution Period	Age of Employee	Distribution Period
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115+	1.9

**APPENDIX A
PARTICIPANTS AND CONTRIBUTION RATES**

Participant Name	Date of Participation	Employer Contribution Percentage	Employee Contribution Percentage



CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION

CITY HALL * 45 LYON TERRACE * BRIDGEPORT, CONNECTICUT 06604-4023 * (203) 576-7103 * Fax 576-7102

DAVID J. DUNN
Acting
Personnel Director

Commissioners
LEONOR GUEDES
President

T. WALTER PLUMMER-Vice Pres.
ROSA J. CORREA
WILLIE C. MCBRIDE, JR.
RICHARD P. RODGERS

Comm #11-09 Referred to Miscellaneous Matters Committee on 12/7/09
December 2, 2009

Ms. Fleeta Hudson
City Clerk
City of Bridgeport, Connecticut

Dear Ms. Hudson:

The Civil Service Commission unanimously voted to make the position of Fire Deputy Chief/Executive Officer a non-competitive position.

Pursuant to the City Charter, the City Council must approve this reclassification of one Deputy Fire Chief to Fire Deputy Chief/Executive Officer to be in the non-competitive division, unaffiliated appointed employees. The salary is grade #6, Major Deputy Class; the salary range is \$82,881-\$91,169.

Please refer this item to the appropriate Committee at your earliest convenience.

Very truly yours,

David J. Dunn
A/Personnel Director

/djb

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Melanie J. Howlett
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skycrs
Telephone (203) 576-7647
Facsimile (203) 576- 8252

COMM #12-09 Referred to Miscellaneous Matters Committee on
12/7/09

VIA FACSIMILE: (203) 332-5608

December 2, 2009

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

RECEIVED
CITY CLERKS OFFICE
09 DEC -2 PM 3: 09
ATTEST
CITY CLERK

Re: **Joseph Gasparri v. Martin Pizighelli**
Superior Court, J.D. of Fairfield at Bridgeport, Docket No: CV 07-5009618-S
and Stipulation of Joseph Gasparri Workers' Compensation Claims, including those for
the following D/O/I 3/11/04, 12/13/04, 12/29/05, 8/9/06, and 11/14/06.

Dear Honorable Councilpersons:

The Office of the City Attorney respectfully recommends that the City Council approve the proposed settlement of the above-referenced pending lawsuit, as well as the associated workers' compensation stipulation. It is this office's opinion that resolving these matters for the consideration agreed upon by the plaintiff/claimant is in the best interests of the City.

Plaintiff	Nature of Claim	Plaintiff's Attorney	Consideration
Joseph Gasparri	MV Accident	Jon A. August, Esq. Miller, Rosnick, D'Amico, August & Butler 1087 Broad Street Bridgeport, CT 06468	\$490,000

This matter was scheduled for trial in November, 2009 in Bridgeport Superior Court. The trial was rescheduled to January, 2010 in order to accommodate Court mediation with Judge Freedman of Norwalk Superior Court. The Court has been notified that (through the able offices of J. Freedman) the parties have reached a Court recommended tentative settlement, subject to City Council approval.

Anastasi to Hudson
Re: Joseph Gasparri Settlement
Dated: December 2, 2009
Page 2 of 2

Therefore, since time is of the essence, kindly place this matter on the agenda for the City Council meeting on December 7, 2009 **FOR REFERRAL TO THE MISCELLANEOUS MATTER COMMITTEE.**

Thank you for your assistance in this matter.

Very truly yours,



Mark T. Anastasi
City Attorney

- Cc: Bill Finch, Mayor
Fleeta C. Hudson, City Clerk
Richard Weiner, Benefits Manager
Frank A. May, Esq. Monstream & May, LLP
Michael Finn, Esq., Monstream & May, LLP
Arthur C. Laske, III, Deputy City Attorney
Richard G. Kascak, Jr., Assoc. City Attorney



**HOUSING & COMMUNITY DEVELOPMENT
CITY OF BRIDGEPORT, CONNECTICUT**

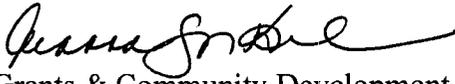
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-8144
FAX 332-5568

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of
Housing and Community
Development Agency

BILL FINCH
Mayor

COMM #13-09 Referred to Miscellaneous Matters Committee on 12/7/09

TO: Honorable Members of the Bridgeport City Council
FROM: Alanna Cavanagh Kabel, 
Deputy CAO for Central Grants & Community Development
RE: Request to Approve 2010-2012 Citizens' Union Committee
DATE: December 1, 2009

RECEIVED
CITY CLERKS OFFICE
09 DEC -2 PM 2:10
ATTEST
CITY CLERK

For your review and approval, attached please find a resolution appointing twenty members to the 2010-2012 Bridgeport Citizens' Union.

By way of background, the Bridgeport City Charter establishes the Bridgeport Citizens' Union. The purpose of the Citizens' Union is to give the general public an opportunity to participate in the planning, development and allocations processes associated with all of the City's federal housing and community development programs. More specifically, the Citizens' Union helps develop the City's *Consolidated Plan for Housing & Community Development* and subsequently assists in the formation of annual *Action Plans* which detail how the City will implement the goals and objectives identified in the *Consolidated Plan*.

The Citizens' Union Bylaws establish a twenty-seven member Committee. One representative is appointed by each of the twenty Bridgeport City Council members for a total of twenty members. Vacancies of the representatives of City Council members are filled by the City Council member whom that vacancy represents. In addition, one representative represents each of the seven CDBG targeted neighborhoods which are: West Side, West End, Hollow, South End, East Side, East End and the Trumbull Gardens census tracts for a total of seven members. Vacancies of these seven members are filled by the Citizens' Union. The proposed slate of new members is subject to City Council approval.

For your information, attached please find a list of the current (2008-2010) Citizen's Union members.

Please contact me at 576-7134 if you have any questions or need any additional information.



BILL FINCH
Mayor

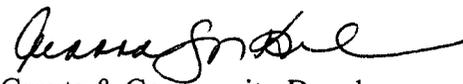
**HOUSING & COMMUNITY DEVELOPMENT
CITY OF BRIDGEPORT, CONNECTICUT**

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-8144
FAX 332-5568

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of
Housing and Community
Development Agency

TO: Honorable Members of the Bridgeport City Council

FROM: Alanna Cavanagh Kabel, 
Deputy CAO for Central Grants & Community Development

RE: Request to Approve 2010-2012 Citizens' Union Committee

DATE: December 1, 2009

For your review and approval, attached please find a resolution appointing twenty members to the 2010-2012 Bridgeport Citizens' Union.

By way of background, the Bridgeport City Charter establishes the Bridgeport Citizens' Union. The purpose of the Citizens' Union is to give the general public an opportunity to participate in the planning, development and allocations processes associated with all of the City's federal housing and community development programs. More specifically, the Citizens' Union helps develop the City's *Consolidated Plan for Housing & Community Development* and subsequently assists in the formation of annual *Action Plans* which detail how the City will implement the goals and objectives identified in the *Consolidated Plan*.

The Citizens' Union Bylaws establish a twenty-seven member Committee. One representative is appointed by each of the twenty Bridgeport City Council members for a total of twenty members. Vacancies of the representatives of City Council members are filled by the City Council member whom that vacancy represents. In addition, one representative represents each of the seven CDBG targeted neighborhoods which are: West Side, West End, Hollow, South End, East Side, East End and the Trumbull Gardens census tracts for a total of seven members. Vacancies of these seven members are filled by the Citizens' Union. The proposed slate of new members is subject to City Council approval.

For your information, attached please find a list of the current (2008-2010) Citizen's Union members.

Please contact me at 576-7134 if you have any questions or need any additional information.

Thank you for your consideration.

cc: Andrew Nunn, CAO
Adam Wood, Chief of Staff
Kelly McDermott, Senior Manager

RESOLUTION

WHEREAS, the Bridgeport City Charter establishes a Bridgeport Citizens' Union; and

WHEREAS, the purpose of the Citizens' Union is to provide the citizens of Bridgeport with an organized structure to serve as a vehicle for allowing them the opportunity to participate in the planning and development of the *Consolidated Plan for Housing & Community Development* and annual *Action Plans* which implement the goals and objectives articulated in the *Consolidated Plan*; and

WHEREAS, Citizens' Union members will be residents of the City, and although representing a specific group of residents will have a holistic view of the City and be impartial in all decision making; and

WHEREAS, A total of twenty-seven members will sit on the Citizens' Union; and

WHEREAS, One representative will be appointed by each of the twenty Bridgeport City Council members, for a total of twenty members; and

WHEREAS, One representative will represent each of the seven CDBG targeted neighborhoods/impacted areas and vacancies of these seven members will be filled by the Citizens' Union; and

WHEREAS, the proposed slate of new members is subject to City Council approval;
NOW THEREFORE BE IT

RESOLVED, that the Bridgeport City Council hereby approves the attached 2010-2012 Bridgeport Citizens' Union Committee slate as nominated by members of the City Council.

2008-2010 Citizens' Union Committee As of February 29, 2008 Updated March 6, 2008

Maria Ovechka
190 Lynne Place
Bridgeport, CT 06610
Tel: 373-9781 Cell: 224-0120
* Nominated by Councilman Paoletto (138th District)

Gladys Walker-Jones
Board of Education
44 Oxford Street
Bridgeport, CT 06606
Tel: 576-7194 Email: gjones@bridgeportedu.net
* Nominated by Councilwoman Lyons (134th District)

Aidee Nieves
348 Park Street
Bridgeport, CT 06608
Tel: 556-6129 Cell: 464-1280 Email: AideeNieves@achievementFirst.org
* Nominated by Councilwoman Valle (137th District)

Jeanette Herron
Board of Education
2649 Main Street
Bridgeport, CT 06606
Tel: 345-4307 Cell: 209-2788 Email: Jinone@aol.com
* Nominated by Council President McCarthy (133rd District)

Elizabeth Kemp
372 Bunnell Street
Bridgeport, CT 06607
Tel: (W) 203-333-2642, ext. 100
* Nominated by Councilman Baker (139th District)

Andrea Hogan-Gendron, RN
315 Jackson Avenue
Bridgeport, CT 06606
Tel: 333-2750
* Nominated by Councilman Austin, Sr. (133rd District)

Denise Taylor
134 Iranistan Avenue
Bridgeport, CT 06604
Tel: 203-908-1236
*Nominated by Councilman Santiago (131st District)

Milagrosa Sequinot
140 Yale Street, Apt. 11
Bridgeport, CT 06605
Tel: 296-9907 Cell: 449-1801
*Nominated by Councilwoman Colon (131st District)

Pat Hollis
22 Luther Street
Bridgeport, CT 06606
Tel: 374-1777 (W) 324-7363 Ext.343
*Nominated by Councilwoman Vizzo-Paniccia (134th District)

Rick Cruz
117 Chamberlain Place
Bridgeport, CT 06606
Tel: 371-6493 Cell: 526-2807
* Nominated by Councilman Martinez (137th District)

Mike Markscom

Bridgeport, CT
Tel: 203-948-3106
*Nominated by Councilman Brian Crowe (130th District)

Robert Rickard
1492 Capital Avenue
#A203
Bridgeport, CT 06604
Tel:
*Nominated by Councilman Walsh (132nd District)

Dawn Jones
176 Grove Street
Bridgeport, CT 06605
Tel: 368-6223
*Nominated by Councilwoman Brantley (132nd District)



**HOUSING & COMMUNITY DEVELOPMENT
CITY OF BRIDGEPORT, CONNECTICUT**

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-8144
FAX 332-5568

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of
Housing and Community
Development Agency

BILL FINCH
Mayor

Comm#14-09 Referred to ECD&E Committee on 12/7/09

TO: Honorable Members of the Bridgeport City Council
FROM: Alanna Cavanagh Kabel, ACK
Deputy CAO for Central Grants & Community Development
RE: Consolidated Plan for Housing and Community Development
Program Year 35 Annual Action Plan:
Community Development Block Grant Program
DATE: December 2, 2009

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CITY CLERK'S OFFICE
09 DEC -2 PM 5:32
ATTEST
CITY CLERK

As you know, the City of Bridgeport submitted its Annual Action Plan for PY 35 for the Community Development Block Grant Program on May 15, 2009 to the U.S. Department of Housing and Urban Development (HUD). The City conducted its citizen participation process for the Annual Action Plan for PY 35 without its final entitlement allocations from HUD and for planning purposes used the amounts which it had received in PY 34. In order to meet the mandated deadline for submission of May 15th, the City also included within its Plan its strategy for how it would deal with the final entitlement amounts should they differ from the PY 34 figures. The strategy agreed to, and adopted by the City Council in their resolution stated that if the City received a decrease then it would decrease each project by the same percentage that reflects the amount of the decrease and should the City receive an increase then for the Emergency Shelter Grant (ESG), Home Investment Partnership program (HOME) and Housing Opportunities for Persons with AIDS (HOPWA) it would increase each project by the same percentage that reflects the amount of the increase *except* in the CDBG Program where the increase will be allocated to a contingency account for future City Council action based upon the applications previously received and considered during the PY 35 process.

The City received \$60,736 more in CDBG funds for PY 35 than PY 34 for a total allocation of \$3,313,695 and per the Council resolution put those funds in a contingency account. In order for the City to continue to meet HUD's timeliness standard of having no more than 1.5 times its most recent entitlement amount in its line of credit on May 1st, I am requesting that you allocate these funds to eligible projects. Please be advised that an additional \$9,111 could be allocated to public services and an additional \$12,147 could be allocated to program administration as a result of the increased amount.

I have attached a copy of the final program spreadsheet for the PY 35 Action Plan which was included in our submission to HUD and which reflects the final allocations for the PY 35 Programs.

<i>Program Year 35 Funding Requests and allocations</i>	<i>Year 35 Requested</i>	<i>Year 35 Citizen Union Recommend</i>	<i>Reprogram funds (additional)</i>	<i>Year 35 ECDE Recommend</i>	<i>Final Council Approval</i>
<u>PUBLIC SERVICES</u>					
15% Maximum of CDBG Allocation					
Ark of Christ Ministries/Residence-Counseling Ctr	\$30,000	\$0		\$0	\$0
ASPIRA of CT-Youth Leadership Dev. Prog.	\$20,000	\$7,000		\$7,000	\$7,000
Bethel Recovery - Get Ready for Smarter Work	\$30,000	\$0		\$0	\$0
BPT American Legion Congdon Baseball	\$23,000	\$0		\$0	\$0
Bridgeport Area Youth Ministry (BAYM) Youth Ctr	\$10,000	\$0		\$5,000	\$5,000
BPT PAL Youth Programs	\$25,000	\$12,000		\$12,000	\$12,000
BPT YMCA - Y Nights	\$8,400	\$0		\$0	\$0
BPT YMCA -South End Comm. Center	\$24,600	\$12,000		\$12,000	\$12,000
Build On Youth Comm. Projects/After School Prog.	\$45,000	\$5,000		\$5,000	\$5,000
Burroughs Comm. Ctr.-Language Center	\$10,000	\$2,500		\$2,500	\$2,500
Career Resources - Project View	\$25,000	\$10,000		\$10,000	\$10,000
CT Small Business Development Center	\$100,000	\$0		\$0	\$0
Ctr Women & Families - Family Strengthening Svs	\$37,000	\$0		\$0	\$0
Charles D. Smith Foundation Summer Camp	\$93,531	\$0		\$0	\$0
Child Guidance -SIHRY	\$40,000	\$10,000		\$10,000	\$10,000
Child Guidance - Hispanic Family Outreach Prog.	\$40,000	\$10,000		\$5,000	\$5,000
Children In Placement -Youth Alliance	\$15,000	\$0		\$0	\$0
CoB - Dept. on Aging - Senior Programs	\$41,000	\$30,000		\$30,000	\$30,000
CoB - Central Grants Compassion Capital	\$100,000	\$100,000		\$100,000	\$100,000
CoB - Persons with Disabilities, Office of	\$31,831	\$25,000		\$25,000	\$25,000
CoB - HS - East Side Senior Center - Rental	\$40,000	\$40,000		\$40,000	\$40,000
CoB - HS - Youth Service Bureau - Match	\$40,000	\$40,000		\$40,000	\$40,000
CoB - SS - Emerg. Code Violation Relocation	\$75,000	\$40,000		\$35,000	\$35,000
CoB-Small/Minority Bus. Dev. Resource Center	\$150,000	\$15,000		\$0	\$0
CoB HS - Veterans Affairs	\$45,000	\$35,000		\$35,000	\$35,000
CT Coalition for Env. Justice - Fighting Asthma	\$35,000	\$0		\$0	\$0
CT Legal Svs. Removing Barriers to Stability	\$25,000	\$20,000		\$10,000	\$10,000
Central Connecticut Coast YMCA Case Managemt	\$40,000	\$0		\$0	\$0
Divine Mortgage Solutions, Inc.	\$40,000	\$0		\$0	\$0

Donna's Little Doves Childcare	\$25,000	\$0	\$0	\$0
East End NRZ	\$9,000	\$0	\$5,000	\$5,000
Entrepreneurs NOW -Course for HS Students	\$20,000	\$0	\$0	\$0
Ffld '08 Case Mgmt for Supportive Housing NSP	\$60,000	\$0	\$0	\$0
GBAPP - Mi Casa/My Home	\$30,900	\$0	\$0	\$0
Greater Bpt Comm. Enter.-Weatherization Train.	\$15,000	\$0	\$0	\$0
Hall Neighborhood House-Senior Center	\$70,000	\$15,000	\$20,000	\$20,000
Housing Authority - North End Services	\$50,000	\$0	\$14,000	\$14,000
Housing Authority -Residents Services	\$3,000	\$0	\$0	\$0
Housing Authority - Unique & Unified	\$12,000	\$0	\$10,000	\$10,000
McGivney Comm. Ctr - Youth Programs	\$10,000	\$5,000	\$5,000	\$5,000
Operation HOPE - Case Mngment Affordable Hous.	\$18,760	\$0	\$0	\$0
Original Works Inc - East End Youth Art Works	\$35,000	\$0	\$0	\$0
Playhouse on Green - Project Broadway	\$10,000	\$10,000	\$5,000	\$5,000
PIVOT Ministries - The Crisis Center	\$30,000	\$0	\$6,000	\$6,000
Ralphola Taylor Comm. Center - Youth Prog.	\$70,000	\$10,000	\$10,000	\$10,000
ReFocus Outreach Min. Supp. Services	\$20,000	\$4,444	\$0	\$0
RYASAP - Catalyst for Community	\$30,000	\$0	\$10,000	\$10,000
RYASAP - Safe Neighborhoods AC Partnership	\$50,000	\$0	\$9,444	\$9,444
Sickle Cell Disease Association - Outreach	\$18,000	\$10,000	\$5,000	\$5,000
Southwestern Area Health Education Center	\$40,000	\$5,000	\$0	\$0
St. John's Family Center-Early Childhood Program	\$10,000	\$0	\$5,000	\$5,000
The Village Initiative Project - College Prep	\$15,000	\$5,000	\$0	\$0
United Cerebral Palsy Montano AT Center	\$33,500	\$10,000	\$0	\$0
United Cerebral Palsy Skyward Day Program	\$38,222	\$0	\$0	\$0
TOTAL	\$1,962,744	\$487,944	\$487,944	\$487,944

HOUSING

CoB CG/CD Bpt. Lead Free Families Program	\$25,000	\$25,000	\$25,000	\$25,000
CoB CG/CD Bpt. Homeowner Rehab Program	\$250,000	\$25,000	\$3,000	\$25,000
CoB CG/CD Housing/CD Prog. Delivery Services	\$250,000	\$136,235	\$136,235	\$136,235
CoB Housing and Commercial Code	\$507,065	\$472,000	\$472,000	\$472,000
CoB Lead Poisoning Prevention Program	\$157,000	\$152,000	\$152,000	\$152,000
Habitat for Humanity Laurel Ct Project	\$100,000	\$0	\$0	\$0
Roberto Clemente Condos - Renovations	\$300,000	\$0	\$0	\$0
Second Stone Ridge Co-op New Roofs	\$109,145	\$0	\$109,145	\$0
Third Stone Ridge Co-op New Roofs	\$200,000	\$0	\$115,855	\$0

HOUSING SUB TOTAL	\$2,025,210	\$810,235	\$228,000	\$810,235	\$810,235
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PUBLIC FACILITIES/Infrastructure

Black Rock Comm. Council - Beautification Proj.	\$5,000	\$0	\$0	\$0
Bridgeport Community Land Trust - Gardens	\$50,000	\$15,000	\$10,000	\$10,000
Charles D. Smith Foundation - Renovations/Repair	\$25,000	\$0	\$0	\$0
CoB -ONR - William/Barnum Park upgrades	\$60,000	\$20,000	\$20,000	\$20,000
CoB-ONR Black Rock Comm. Façade/Village Dist	\$60,000	\$0	\$0	\$0
CoB-OPED-City Wide Façade Program	\$110,000	\$0	\$0	\$0
CoB-OPED-Neighborhood Farm Stand Program	\$40,000	\$0	\$0	\$0
CoB-Parks Dept - Tree Planting Program	\$32,000	\$15,000	\$15,000	\$15,000
CoB-Parks Dept - Seaside Park Improvements	\$80,000	\$0	\$0	\$0
CoB-Parks Dept - Luis Munoz Marin Water Playgd	\$75,000	\$0	\$0	\$0
CoB Parks Dept - Newfield Park Improvements	\$27,000	\$0	\$0	\$0
CoB Public Facilities - Fishing Pier Pleasure Beach	\$375,000	\$0	\$0	\$0
Hall Neighborhood House - Physical improve.	\$100,000	\$60,000	\$5,000	\$5,000
MQM Center - Renovate multi-media center	\$100,000	\$0	\$0	\$0
Marrakech Inc. Masonry Restoration of Exterior	\$25,000	\$0	\$0	\$0
Mutual Housing - Maplewood CT flood/drain repair	\$35,000	\$0	\$35,000	\$35,000
Regional Network of Programs - Renovations	\$67,000	\$0	\$25,000	\$25,000
St John's Family Center - Renovations	\$55,000	\$0	\$0	\$0
United Cerebral Palsy - Expansion of Facility	No Request	\$0	\$0	\$0
Washington Park Revital.- storefront renovation	No Request	\$0	\$0	\$0
Public Facilities Improvements SUBTOTAL	\$1,194,000	\$110,000	\$110,000	\$110,000

ANTI-BLIGHT / SLUM ELIMINATION

CoB ONR City Wide Anti-Blight/NRZ Administration	\$172,536	\$100,000	\$72,000	\$100,000	\$100,000
CoB ONR City Wide Anti-Blight/NRZ Support	\$383,527	\$108,681		\$108,681	\$108,681
Anti-Blight SUBTOTAL	\$556,063	\$208,681	\$72,000	\$208,681	\$208,681

ECONOMIC DEVELOPMENT

CoB OPED Revolving Loan Fund	\$150,000	\$0	\$0	\$0
CoB/CAO/Small & Minority Micro enterprise	No request		\$0	\$0
Economic Development SUBTOTAL	\$150,000	\$0	\$0	\$0

PLANNING/ADMIN

MAX=20% CDBG ALLOCATION

CoB CG/CD Administration	<u>\$650,592</u>	<u>\$650,592</u>	<u>\$650,592</u>	<u>\$650,592</u>
Planning/Admin SUBTOTAL	\$650,592	\$650,592	\$650,592	\$650,592

SECTION 108

Section 108 Loan Repayments	<u>\$1,200,000</u>	<u>\$985,507</u>	<u>\$985,507</u>	<u>\$985,507</u>
Section 108 SUBTOTAL	\$1,200,000	\$985,507	\$985,507	\$985,507

Contingency				<u>\$60,736</u>
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GRAND TOTAL	\$7,738,609	\$3,252,959	\$300,000	\$3,252,959	\$3,313,695
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EMERGENCY SHELTER GRANT

ABCD - Energy Assistance	\$40,000	35,000	\$5,000	\$35,000	\$34,968
ABCD - Emergency Rental Assistance (ESG)	\$30,000	25,000	\$5,000	\$25,000	\$24,986
ABCD (St. Stephen's Pantry)	\$20,000	8,500	\$6,500	\$8,500	\$8,490
Black Rock Food Pantry	\$20,000	8,500	\$6,500	\$8,500	\$8,490
Alpha Comm. Services-Families in Transition	\$50,000	30,720	\$9,500	\$30,720	\$30,706
Ark of Christ Ministries -Counseling Center	\$30,000	0	\$5,000	\$0	\$0
Bethel Recovery Center	\$25,000	5,000	\$10,000	\$5,000	\$4,990
Blessed Sacrament Church - Feeding Program	\$10,000	0	\$10,000	\$0	\$0
Ctr for Women/Families - DV Shelter	\$27,000	8,000	\$7,000	\$8,000	\$7,990
East End Comm. Council - Nutritional Program	\$32,000	0	\$15,000	\$0	\$0
Healing Tree Econ. Development	\$30,000	8,500	\$6,500	\$8,500	\$8,490
GBAPP	\$30,900	\$0	\$10,000	\$0	\$0
ReFocus Outreach Ministry-Trans. Housing	\$10,000	\$0	\$7,704	\$0	\$0
Regional Network of Prog. Prospect House Shelter	\$67,000	\$0	\$8,000	\$0	\$0
Catholic Charities/Merton House	\$25,000	\$8,500	\$6,500	\$8,500	\$8,490
United Congregation Church Comm. Suppers	\$25,000	\$0	\$15,000	\$0	\$0
Admin	<u>\$7,248</u>	<u>\$7,248</u>	<u>\$0</u>	<u>\$7,248</u>	<u>\$7,233</u>
TOTAL	\$479,148	\$144,968	\$133,204	\$144,968	\$144,833

HOPWA

AIDS Project Greater Danbury	\$121,639	\$60,097	\$60,097	\$66,642
Alpha Community Services	\$21,400	\$21,400	\$16,000	\$17,742
Catholic Charities of Fairfield County, Inc	\$217,463	\$206,063	\$217,463	\$241,145
Mid-Fairfield AIDS Project	\$122,408	\$122,408	\$117,408	\$130,194
ReFocus Outreach Ministries	\$100,776	\$100,776	\$76,902	\$85,277
Regional Network of Programs	\$136,102	\$81,935	\$95,000	\$105,345
St. Lukes Community Services	\$180,000	\$155,191	\$165,000	\$182,968
Admin	\$23,130	\$23,130	\$23,130	\$25,618
TOTAL	\$922,918	\$771,000	\$771,000	\$854,931

HOME ALLOCATION PLAN

Administration (10%)	\$137,873	\$137,873	\$137,873	\$154,355
DUNA Payment Assistance	\$300,000	\$300,000	\$300,000	\$335,850
Home Ownership Production	\$300,000	\$300,000	\$300,000	\$335,850
Single Family Purch., Rehab & Sale				
Multi-Family Rental	\$500,000	\$500,000	\$500,000	\$559,750
New Construction and Rehab (LIHTC)				
Special Needs	\$140,866	\$140,866	\$140,866	\$157,745
Home Allocation - SUBTOTAL	\$1,378,739	\$1,378,739	\$1,378,739	\$1,543,550
Estimated Program Income (sales)	\$0	\$0	\$0	\$0
Home Program TOTAL	\$1,378,739	\$1,378,739	\$1,378,739	\$1,543,550

I would appreciate your referral of this matter to the ECDE Committee for their review and action at their July 21, 2009 meeting and recommendation back to the City Council on August 3, 2009. Staff will be available at the meetings to answer any questions and to provide you with any additional information.

Thank you for your consideration.

Cc: Adam Wood, Chief of Staff
Andrew Nunn, CAO
Diane Toolan, Senior Housing and Community Development Manager

CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
PROGRAM YEAR 35 ANNUAL ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ALLOCATION OF CONTINGENCY FUNDS

DRAFT RESOLUTION

WHEREAS, the City of Bridgeport, Connecticut submitted its Annual Action Plan for PY 35 for the Community Development Block Grant Program on May 15, 2009 to the U.S. Department of Housing and Urban Development (HUD) without benefit of having its final entitlement allocations and for planning purposes had conducted its citizen participation process utilizing the figures it received from PY 34: and

WHEREAS, the City Council submitted the Annual Action Plan for PY 35 with a strategy for how it would deal with an increase or a decrease in the final allocations for the four formula grant programs ; and

WHEREAS, the strategy articulated that an increase in the Community Development Block Grant Program would be allocated to a Contingency Account for future City Council action based upon the applications previously received and considered during the PY 35 process; and

WHEREAS, the City received \$60,736 more in CDBG funds for PY 35 than PY 34 for a total allocation of \$3,313,695 and per the City Council resolution put those funds into a Contingency Account; now therefore be it

RESOLVED, that the Contingency Account be allocated to the following projects based upon the criteria set by the City Council:

(INSERT PROJECTS HERE)



HOUSING & COMMUNITY DEVELOPMENT

CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-8144
FAX 332-5568

ANDREW J. NUNN
CAO

COMM #15-09 Referred to EGD&E Committee on 12/7/09

BILL FINCH

Mayor

TO: Honorable Members of the Bridgeport City Council

FROM: Alanna Cavanagh Kabel, *ACK*
Deputy CAO of Central Grants & Community Development

RE: Community Development Block Grant Program
Proposed Amendment to the City of Bridgeport's *Consolidated Plan for Housing & Community Development (2008-2013)*

DATE: December 2, 2009

ALANNA C. KABEL
Deputy CAO of
Housing and Community
Development Agency

Please be advised the City of Bridgeport will issue a Request for Public Comment and Notice of Community Development Block Grant Program fund availability in the amount of \$1,560,293 on December 4, 2009 in order to amend the City's *Consolidated Plan for Housing & Community Development 2008-2013 (Con Plan)*. These funds are to be disbursed locally in accordance with the City's *Citizen Participation Plan* which requires a public comment period, meeting of the Citizen's Union and City Council action on the proposed amendment.

The amendment includes a request to reprogram \$1,560,293 of CDBG funds from previously approved activities that did not advance, were completed for amounts less than originally approved by the City of Bridgeport or are recommended to be moved forward to the same activity in PY35 for accounting purposes. The reprogramming results from the reconciliation of the federal IDIS (Integrated Disbursement Information System) and the City's former financial systems going as far back as 1999 and included the reconciliation of 405 accounts overall. As detailed on the attached document, the reprogrammed funds are broken down into three categories:

1. IDIS and Advantage Reconciliation (\$665,030 available to reprogram through June 30, 2008);
2. Section 108 Debt Service (\$865,216 available to reprogram with recommendation that it be moved forward to a LEDSCO approved and eligible activity)
3. IDIS and pre-Advantage Reconciliation (\$30,046).

The Department will make applications available to all interested parties on December 18, 2009. Generally speaking, the goals of the CDBG program are to develop viable urban communities through the provision of decent, safe, and sanitary housing, a suitable living environment and expanded economic opportunities primarily for low and moderate income persons. A request must meet one of the following three national objectives in order to be considered for assistance: provide a benefit to low/moderate income persons,

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CITY CLERK

prevent or eliminate slums/blight or meet an urgent community need. More specifically, a request must also meet a need identified within the City's current *Con Plan* in order to receive funding consideration. Please be further advised public service and planning/administration activities are **not** eligible for consideration as part of this reprogramming amendment given that the City's previously approved activities for the current federal Program year already meet the maximum guidelines established by CDBG regulations. It is also important to keep in mind that the City is mandated to have no more than 1.5 times its current CDBG grant award available on its federal line of credit as of May 1, 2010 so it will be important to fund activities that will allow the City to continue to meet this timeliness standard established by HUD.

The City accepted reprogramming funding requests through 12:00 noon on January 15, 2010. Staff will submit their recommendations to the Citizen's Union and the Citizen's Union will, in turn, submit their recommendations to the ECDE Committee following the conclusion of their public hearing and deliberations.

Staff will be available at all of the upcoming meetings to answer questions and to provide you with additional information.

For your consideration, attached please find a draft resolution authorizing the allocation of these funds. Please keep in mind that additional information will be provided to you as it becomes available but in the meantime it is necessary to submit this resolution to you for initial consideration in order to allow those agencies that ultimately receive approval as much time as possible prior to June 30, 2009 (and preferably prior to May 1, 2009) to spend these funds.

Thank you for your consideration.

cc: Adam Wood, Chief of Staff
Andrew Nunn, CAO
Tom Sherwood, OPM Director
Kelly McDermott, Senior Manager

CITY OF BRIDGEPORT
PROPOSED SUBSTANTIAL AMENDMENT TO THE CITY'S
CONSOLIDATED PLAN FOR HOUSING & COMMUNITY DEVELOPMENT

DRAFT RESOLUTION

WHEREAS, the City Council of the City of Bridgeport previously authorized Community Development Block Grant funding for program activities during various CDBG Program years; and

WHEREAS, the City wishes to reprogram \$1,560,293 of funds from previously approved activities that did not advance, were completed for amounts less than originally approved by the City of Bridgeport or will be moved forward to the same activity in PY35; and

WHEREAS, this request constitutes a substantial amendment and, as such, requires public notice, Citizen Union consideration, and City Council authorization; and

WHEREAS, the City issued a Request for Public Comment and Notice of Fund Availability to invite applications for the proposed use of these funds, received and reviewed applications; and

WHEREAS, the City Council of the City of Bridgeport accepts the proposal (to be attached) for expenditures of Community Development Block Grant funds;

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Bridgeport or the designated individual is hereby authorized and empowered to sign all contracts, documents, and/or agreements necessary to implement the attached activities in an expedient fashion and in accordance with all of HUD's Community Development Block Grant Program rules, regulations, and requirements.

**List of Allocations with Balance Available to Reprogram
From 1999 to 2007**

Year	PY	Agency	Final Council Approval	Available to Reprog
2003	29	B.R.A. - PARK CITY SWEEP	15,000.00	42.57
2003	29	B.R.A. - SITE IMPROVEMENTS	100,000.00	46,531.03
2003	29	B.R.A. - URBAN GARDEN PROGRAM	20,000.00	0.82
2003	29	PROJECT PHOENIX	15,000.00	5,618.00
2004	30	B.R.A. - PARK CITY SWEEP	27,000.00	739.17
2004	30	B.R.A. - SITE IMPROVEMENTS	40,000.00	7,659.00
2004	30	B.R.A. - URBAN GARDEN PROGRAM	22,500.00	1,985.99
2004	30	NEIGHBORHOOD PLANNING	29,006.00	10,527.98
2005	31	WE CARE - YOUTH SERVICE	3,000.00	446.35
2005	31	CHARLES SMITH FOUNDATION - ROOF	65,000.00	29,770.41
2005	31	CHARLES SMITH FOUNDATION - NEWFIELD AVE	25,000.00	25,000.00
2005	31	OPED - HOLLOW STREETScape	25,000.00	25,000.00
2005	31	S.W. COMMUNITY HEALTH CENTER	50,000.00	25,352.00
2005	31	BRIDGEPORT NEIGHBORHOOD FUND	65,000.00	1,087.00
2005	31	HOUSING CODE ENFORCEMENT	431,804.00	2,312.61
2005	31	B.R.A. - URBAN GARDEN PROGRAM	20,000.00	2,586.69
2005	31	CD - ANTI BLIGHT	40,000.00	8,112.11
2005	31	COMMUNITY SERVICES- PROJECT NICE	35,000.00	1,021.89
2005	31	HSDA HOLLOW BLIGHT REMOVAL	25,000.00	12,382.18
2005	31	CONN. ECONOMIC DEVELOPMENT FUND	75,000.00	39,700.00
2005	31	HRD Admin	55,000.00	7,814.80
2006	32	Charles D. Smith Youth Center - Summer Camp	12,000.00	12,000.00
2006	32	Charles D. Smith - Life Dew Product.	3,000.00	3,000.00
2006	32	HRD - Office of Persons w Disabilities	25,000.00	2,500.00
2006	32	North End CC Recreational Programs	14,000.00	892.80
2006	32	ABCD - Weatherization	25,000.00	229.33
2006	32	Housing & Commercial Code	445,000.00	7,085.70
2006	32	Housing Division	120,000.00	21,220.75
2006	32	Madison Ave. Corridor - Façade Program	11,296.00	9,146.66
2006	32	McGiveney Center - Teen Mobile Cntr.	20,000.00	20,000.00
2006	32	BRA - Park City Sweep	19,000.00	1,294.06
2006	32	BRA - Urban Garden	10,000.00	318.78
2006	32	Commun. Serv. Divs. Proj. NICE (Proj.Phoenix)	15,000.00	5,856.00
2006	32	OPED Neighb. Revitaliz. Admin.	62,852.00	6,719.27
2006	32	Citywide Anti-blight Init. (CD Anti-Blight)	25,000.00	139.86
2006	32	Mayor's NRZ Blight Removal (Mayor's Hollow Blight)	40,000.00	30,020.12
2006	32	Citywide NRZ Support	25,000.00	876.89
2006	32 Down	Roberto Clemente Prop Mngr	15,000.00	837.50
2006	32 Spend	CEDF	72,500.00	12,814.98

**List of Allocations with Balance Available to Reprogram
From 1999 to 2007**

Year	PY	Agency	Final Council Approval	Available to Reprog
2006	32 Spend	Neighborehood Revitaliz. Zone	59,000.00	6,153.52
2006	32 Spend	MACH	6,000.00	6,000.00
2007	33	Child Guidance - Hispanic Outreach	5,000.00	1,250.00
2007	33	CoB-Dept on Aging - Senior Aid Program	37,000.00	3,323.33
2007	33	CoB Human Serv. Office of Veteran's Affairs	32,000.00	3,100.05
2007	33	CoB Human Serv. East Side CC Rental	40,000.00	10,000.03
2007	33	CoB Human Services ysb Grant Match	40,000.00	4,165.00
2007	33	Housing Division	120,000.00	0.60
2007	33	Housing Division-Homeownership Program	50,000.00	14,633.89
2007	33	Off. Of Person/Disabilities residential ramps	15,000.00	4,663.03
2007	33	Washington Park Revital. Corp. Storefront ren.	10,000.00	10,000.00
2007	33	Bridgeport Housing/CD - sidewalks	54,919.00	12,512.35
2007	33	Bridgeport OPED-City-wide façade program	35,000.00	35,000.00
2007	33	Center for Women & Fam. Renovate safehouse	20,000.00	6,403.62
2007	33	Madison Ave. Corridor - Façade Program	10,000.00	8,200.00
2007	33	McGivney Ctr - Teen Center	25,000.00	25,000.00
2007	33	RTCC Facility Improvement	50,000.00	26,541.00
2007	33	Reg. Network of Programs - new roof	17,000.00	2,000.00
2007	33	Second Stoneridge Coop - emerg. Repairs	45,000.00	4,796.00
2007	33	William St. Condo - parking lot construction	40,000.00	40,000.00
2007	33	Conn. Comm. Gardening Assoc.	15,000.00	45.50
2007	33 Reprog	CoB Housing & CD Lead Free Families	67,000.00	2,727.63
2007	33 Reprog	Marrakech - Renovation/Affordable Hous	35,009.00	576.98
2007	33 Reprog	BPT Area Youth Ministry (BAYM)	20,000.00	19,651.14
2007	33 Reprog	CDEF NRZ Project	25,000.00	8,399.92
2007	33	Contingency Excess Pub. SS for Pub. Fac.	21,432.10	21,243.42
TOTAL				665,030.31

2005	31	O.P.E.D. DEBT SERVICE	800,000.00	372,061.22
2008	34	Debt Service-City's Obligation to Repay	983,272.00	493,155.06
TOTAL				865,216.28

Accounts from 1999 to 2002 with balance available on IDIS (part of old crosswalk)

2002	28	ASPIRA - Construction	89,100.00	27,851.00
2002	28	BRA - PUMP	30,000.00	992.25
2002	28	BRA - Urban Gardens	25,000.00	1,203.08

**List of Allocations with Balance Available to Reprogram
From 1999 to 2007**

Year	PY	Agency	Final Council Approval	Available to Reprog
TOTAL				30,046.33
GRAND TOTAL				1,560,292.92



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH

MEMORANDUM

Mayor
COMM #16-09 Referred to Public Safety on 12/07/09

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch *Bill*
DATE: December 1, 2009
RE: Boards & Commissions

Please place the following name on the December 7, 2009 City Council agenda for referral to the Public Safety Committee for the purpose of an appointment to the Police Commission:

Edwin P. Farrow (U)
93 Chalmers Avenue
Bridgeport, CT 06605

This replaces the seat held by Jack McGregor and the term will expire on December 31, 2011.

BF/lai

RECEIVED
CITY CLERKS OFFICE
09 DEC -2 AM 11:22
ATTEST
CITY CLERK



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

Donald C. Eversley
Director

COMM #17-09 Referred to ECD&E Committee on 12/7/09
(Ref #125-08)
December 2, 2009

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: A Resolution Concerning the Modification of the Development Program for the
Former Webster School

Dear City Clerk:

Please find attached a resolution by which the City's Office of Planning and Economic
Development seeks City Council authorization to modify the development program for
the former Webster School.

Thank you.

Sincerely,


Bill Coleman
Senior Economic Development Specialist

ATTEST
CITY CLERK
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09 DEC - 2 PM 1: 52

C: Mayor Finch
Andrew Nunn, CAO
Donald Eversley, Director OPED
Edward Lavernoich, Deputy Director OPED

A Resolution by the Bridgeport City Council
Regarding the
Modification of the Development Program for the former Webster School

Whereas, by its vote on resolution #125-08, on June 15, 2009, the City Council authorized the Office of Planning and Economic Development (“OPED”) to transfer, pursuant to an RFP process, the former Webster School, located at 1375 North Avenue, to Viade Development LLC (an affiliate of Primrose Companies) (“Developer”); and

Whereas, OPED did close on the sale of the property on June 29, 2009, and executed with the Developer a corresponding Land Disposition Agreement that called for the development of up to twenty-one (21) one-bedroom market-rate housing units and up to two 900 sf retail spaces, or alternatively for up to twenty-three (23) one-bedroom market-rate housing units and no retail spaces (if such spaces proved difficult to lease); and

Whereas, the Developer has worked diligently since the June 29th closing to secure financing of the development program outlined above, but has not been able to secure such financing due to the credit crisis in the economy; and

Whereas, in response to this difficulty, the Developer has proposed a change in the development program which would call for the construction of eighteen (18) two-bedroom condominium units; and

Whereas, this proposed change will allow for greater access to financing for the project, and will allow for increased homeownership in the neighborhood; and

Whereas, this proposed change is consistent with zoning for the area and will require less off-street parking than the previously approved proposal; and

Whereas, it is in the City’s interest to see this project completed and occupied so as to provide for greater neighborhood stability and for greater tax revenue to the City;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and/or the Director of the Office of Planning and Economic Development, or their/his designee, is hereby authorized to do any and all things necessary and appropriate to authorize and effectuate the modification to the Webster School development program as outlined in this resolution

FURTHER BE IT RESOLVED that the Mayor and/or the Director of OPED, or their/his designee, is authorized to execute any and all necessary documents and to take any and all necessary actions required to effectuate the purposes of this resolution.



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

Donald C. Eversley
Director

COMM #18-09 Referred to ECD&E Committee on 12/7/09
December 2, 2009

The Honorable City Council
45 Lyon Terrace
Bridgeport, CT 06604

RE: Agreement to Fix Assessment for Certain Units within 800 Seaview Avenue

Dear Honorable Body:

Please find attached for your review and consideration a resolution regarding a tax assessment agreement to further the development of the aforementioned property.

A representative of the Office of Planning and Economic Development will be in attendance at your relevant meetings, prepared to discuss this matter in detail.

Thank you for your attention to this matter.

Sincerely,

Bill Coleman
Senior Economic Development Associate

Cc. Mayor Bill Finch
Andrew Nunn, CAO
Donald Eversley, Director OPED
Edward Lavernoich, Deputy Director, OPED

RECEIVED
CITY CLERKS OFFICE
09 DEC 12 PM 4: 52
ATTEST
CITY CLERK

**A Resolution by the Bridgeport City Council
Regarding
An Agreement to Fix the Assessment at Certain Units within 800
Seaview Avenue**

WHEREAS, Kaleng Development, acquired 800 Seaview Avenue, pursuant to an RFP process conducted by the Bridgeport Port Authority in 2005; and

WHEREAS, the development plan, calling for up to 54 residential condominium units, was approved by the Planning and Zoning Commission in November of 2006; and

WHEREAS, construction of the project commenced in 2007; and

WHEREAS, the onset of the economic downturn and the consumer credit crunch of recent years made it increasingly difficult for the project to attract buyers who could qualify for mortgages to the point where the project came to a complete halt; and

WHEREAS, the City desires the completion of the project because it will create additional new housing stock and new homeownership opportunities within the East End;

WHEREAS, the developer has significantly lowered his asking price for the units, and has received FHA approval of the project, and

WHEREAS, in light of the above, Kaleng Development has requested the City's consideration of an agreement for the fixing of the assessment so as to make it more likely that potential buyers will be able to qualify for mortgages to purchase these new units, thereby allowing the completion of the project; and

WHEREAS, Section 12-65b of the Connecticut General Statutes allows for the City to enter into such an agreement;

NOW, THEREFORE BE IT RESOLVED, The Mayor and/or the Director of the Office of Planning and Economic Development are authorized to negotiate and execute an agreement for the fixing of the assessment with Kaleng Development or a commonly owned entity to the benefit of the individual owners of units within the 800 Seaview Avenue development project (excepting those owners who purchased prior to the passage of this resolution) in a manner consistent with this resolution.

FURTHER BE IT RESOLVED,

- 1) The period of the agreement will be 7 years, and will stipulate that the assessment of the individual condominium units will be fixed at \$50.00 per square foot for years 1-7.
- 2) The agreement will be effective on the grand list of October, 2011. Kaleng will be responsible for construction phase property taxes in accordance with the normal assessment and levy practices of the City of Bridgeport. Kaleng will be responsible for the real property tax obligation of any unit until the unit is sold.
- 3) Kaleng shall, with future contracts not yet awarded on this particular project, comply with the City's MBE Ordinance.
- 4) That the benefits of the assessment fixing agreement should accrue only to the initial owner of the condominium unit, and to maintain the benefit, the unit owner must file an affidavit with the City annually attesting that they are not renting the unit except to a co-habitant.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328



CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Melanie J. Howlett
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers
Telephone (203) 576-7647
Facsimile (203) 576- 8252

COMM #19-09 Referred to Miscellaneous Matters Committee on
December 7, 2009 12/7/09 OFF THE FLOOR

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

RECEIVED
CITY CLERKS OFFICE
09 DEC -8 AM 9: 09
ATTEST
CITY CLERK

Re: Stipulation of Ronald F. Debiase Workers' Compensation Claim(s)

Dear Honorable Councilpersons:

The Office of the City Attorney respectfully recommends that the City Council approve the proposed settlement of the above-referenced workers' compensation claim(s) by Full and Final Stipulation and Award. It is this office's opinion that resolving this matter upon terms agreed to by the claimant is in the best interests of the City.

Claimant	Nature of Claim	Claimant's Attorney
Ronald F. Debiase	Workers' Compensation Injury	David J. Morrissey, Esq. Morrissey & Morrissey, PC 203 Church Street, P.O. Box 31 Naugatuck, CT 06770-0031

This matter presently is scheduled to resume formal hearing before the Workers' Compensation Commission on December 16, 2009. Therefore, since time is of the essence, kindly take the necessary steps to add this matter to the agenda for the City Council meeting on December 7, 2009 **FOR REFERRAL TO THE MISCELLANEOUS MATTER COMMITTEE.**

Two separate votes will be required, as follows: (1) a 2/3 vote under the FOIA to add the matter to the agenda, and (2) a simple majority vote to refer the matter to committee.

Thank you for your assistance in this matter.

Anastasi to City Council
Re: Debiase WC Settlement
Dated: 12/7/09
Page 2 of 2

Very truly yours,

A handwritten signature in cursive script that reads "Mark T. Anastasi". The signature is written in dark ink and includes a long, sweeping horizontal stroke at the end.

Mark T. Anastasi
City Attorney

Cc: Bill Finch, Mayor
Fleeta C. Hudson, City Clerk
Richard Weiner, Benefits Manager
Frank A. May, Esq. Monstream & May, LLP
Joseph J. Passaretti, Jr., Esq., Monstream & May, LLP

CITY ATTORNEY
Mark T. Anastasi

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
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ASSISTANT CITY ATTORNEYS

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Eroll V. Skyers

Telephone (203) 576-7647
Facsimile (203) 576- 8252

COMM #20-09 Referred to Miscellaneous Matters Committee
December 7, 2009 on 12/7/09 (OFF THE FLOOR)
The Honorable City Council
of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED OFFICE
CITY CLERKS OFFICE
09 DEC - 8 AM 9:09
ATTEST CITY CLERK

Re: Request for City Council Authorization for Conveyance of Properties Located at 354 and 368 Main Street (aka *Little Liberia*) by the City of Bridgeport to The Mary and Eliza Freeman Center for History and Community, Inc. ("Freeman Center")

Dear Honorable Councilpersons:

You should recall that recently the City Council approved a resolution that settled a number of pending litigation matters with ABCD, Inc. As part of that global settlement it was agreed that the City (after acquiring title to the above-referenced properties) would convey the subject properties for purposes of historic preservation to a third-party non-profit or historical society of its choosing for the sum of \$1,000. It is hereby proposed that said transfer be authorized and approved to the Freeman Center.

I respectfully request that this matter be added to the Agenda at tonight's City Council meeting **FOR REFERRAL TO COMMITTEE ONLY** at tonight's City Council meeting. Two separate votes will be required, as follows: (1) a two-thirds majority vote to add the matter to the Agenda, and (2) a simple majority vote to refer to committee. I propose that the matter be referred to the Miscellaneous Matters Committee or the ECDE Committee or both.

Thank you for your attention to this matter.

Very truly yours,


Mark T. Anastasi

Cc: Mayor Bill Finch
Fleeta Hudson, City Clerk
Adam Wood, Chief of Staff
Andrew Nunn, CAO
Russell Liskov, Assoc. City Attorney

21-09

RESOLUTION

By Council member: James Holloway D-139th
Andre F. Baker Jr., D-139th

Introduced at a meeting
of the City Council, held:

December 7, 2009 (OFF THE FLOOR)

Referred to: ECD&E Committee

Attest:

City Clerk

Whereas, TRITEC Marine Consultants Ltd compiled a Study and Recommendation for an Improved Ferry Service for the Bridgeport Port Jefferson Steamboat Company in March, 2003.

Whereas, said report summarized operations at that time and made recommendations for improved service.

Whereas, the study identified shortcomings of the existing terminal and staging area, including congested and confusing roadways with traffic backups approaching I-95 northbound and southbound especially during times of events at the Ballpark and Arena at Harbor Yard.

Whereas, the study concludes that a new terminal site elsewhere in the port area is justified based on staging area capacity, estimated (in 2003) to need an area nearly four times larger than the current site.

Whereas, the study states that the preferred location for a new terminal would be on the north side of the harbor (East Side / East End of Bridgeport), resulting in operational efficiencies and improved traffic flow between I-95 and the ferry terminal.

Be it resolved that the Bridgeport City Council endorses efforts by the Bridgeport Port Jefferson Steamboat Company to relocate ferry operations to the north side of Bridgeport Harbor (East Side / East End of Bridgeport).

Referrals Made: