

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 20, 2008

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Presentation by Finance Department - Unfunded Post Retirement Benefits

Presentation from Minority Contracting Office/Rufus Wells - Update on
MBE Ordinance Implementation

Approval of City Council Minutes: September 15, 2008

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 205-07** Communication from Social Services re Grant Submission: 2008-2010 Social Services Block Grant (SSBG) (Social Services), referred to Economic and Community Development and Environment Committee.
- 206-07** Communication from Finance Department re Proposed Amendments to the Municipal Code of Ordinances, Title 5, Business Licenses and Regulations relating to Fees, referred to Ordinance Committee.
- 207-07** Communication from Finance Department re Proposed Amendments to the Municipal Code of Ordinances, Title 8, Health and Safety relating to Fees, referred to Ordinance Committee.
- 208-07** Communication from Finance Department re Proposed Amendments to the Municipal Code of Ordinances, Title 12, Streets, Sidewalks and Public Places relating to Fees, referred to Ordinance Committee.
- 209-07** Communication from Finance Department re Proposed Amendments to the Municipal Code of Ordinances, Title 15, Buildings and Construction relating to Fees, referred to Ordinance Committee.
- 210-07** Communication from Finance Department re Proposed Amendments to the Municipal Code of Ordinances, Title 10, Vehicles and Traffic relating to Fees, referred to Ordinance Committee.

**Agenda
City Council Meeting
October 20, 2008**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *172-07** Public Safety and Transportation Committee report re Grant Submission:
Urban Crime and Community Safety Grant Program.
- *173-07** Public Safety and Transportation Committee report re Grant Submission:
U.S. Department of Emergency Management & Homeland Security,
Emergency Operations Center Grant Program.

CITY COUNCIL MEETING
Monday, October 20, 2008
7:00 p.m.
City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ATTENDANCE: Council members: *Crowe, Santiago, Brantley, Walsh, McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, *dePara, *Silva, *Martinez, Paoletto, Curwen, Baker, Holloway

* = arrived after roll call

ABSENT: Council members: Brannelly, Colon, Valle

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

Prayer - the prayer was offered by Council member Blunt.
Pledge of Allegiance - the pledge was led by Council member Brantley.
Roll Call - the city clerk took the roll call and announced there was a quorum.

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Presentation by Finance Department - Unfunded Post Retirement Benefits

Mike Feeney, Finance Director stated there would be a presentation regarding pension requirements and other pension expenditures. He stated they meet with the AIA consultants every October. And through coordinating efforts, there was an opportunity to do a presentation and address issues that every city in the United States is enacting.

The AIA representative spoke about the accrual account, where an employee that works accrues costs. He said that was the basis of what the account standard does. *He referred to page 2* where it outlined 88% funding is provided by the city. Mayor Finch asked how the 88% compares to other private sectors. The representative explained that that percentage compared to approximately 12% in other cities.

Mayor Finch asked if the cost was \$3,000.00 per year on average. The representative said the amount was charged by the insurance company based on a scale by age. Mayor Finch asked if the real cost was more than \$3,000.00 per year. The AIA representative said yes, the \$3,000.00 was only a subsidy.

The representative continued and reviewed pages 4 and 5. Mayor Finch commented that they would need to refer to page 4 when the budget actuary comes up.

Council member Curwen asked why the inflationary cost of benefits was raised so high. He wanted to know what factors escalated those costs. The response was that it concerned medical inflation

and over a 5-year period, the costs increases on average of 8 or 9% per year; also, as people become close to retirement, the cost of benefits increase.

Council member Curwen asked if it also had to do with investments and the fact that there are two separate pension monies. The response was that the pension monies are separate, i.e., medical and pension.

Mayor Finch stated that they were in negotiations with the labor union to enrich pensions more and he hoped there would be more savings as the new benefits kick in.

-see attachment of the Finance Department presentation-

Presentation from Minority Contracting Office/Rufus Wells – Update on MBE Ordinance Implementation

There was an overhead slide presentation regarding an update on the MBE Ordinance Implementation- *below is a summary of what was presented:*

Ms. Caviness gave an update on the MBE Ordinance Implementation. She reviewed the **Four Guiding Principles** - that encourages the part of MBE's and Prime contractors. **Establishment of Race & Gender Conscious remedies** - qualification based selections at a goal of 30%. **City Contracts for Construction; City Contracts for Architects and Engineers; City Contracts for other Professionals and Informal Prime Contracts.**

She stated that there was a goal of 30% for subcontractors and there was also the requirement that 6% of contracts be set aside for that target group.

Attorney Pacacha reviewed the **Official Policies to Implement the MBE Ordinance.** He noted that a draft policy is done and reviewed by the administration and the posted on the city's website. He made the following comments regarding:

- assignment of evaluation credits
- contract addendum to protect all subcontractors
- monthly payment status summary
- evaluator guide for QBS Processes

He further noted how they adopted the RFP system to target minorities.

Council member Holloway mentioned the selection process not being prejudicial. He expressed that there was a lot that could be done; for example, in the cities of Atlanta, New Orleans and Los Angeles where it's a matter of prime contractors, they will hire minority contractors for a job, so he felt the City of Bridgeport could do the same and assure that a prime contractor can post the bond. Attorney Pacacha said they accept bond contracts from prime contractors. He explained that the city council voted to lower bonding for minority contractors, but if they want to change that, there is a way to do it.

Council member Holloway asked if all the money spent represented all construction projects. Attorney Pacacha said not all comes under construction services.

Council member Holloway asked who assured that a prime contractor carried out the hiring to meet the 6%. Attorney Pacacha said there was accountability for the prime contractor to show what subcontractors he's paid.

Council member Bonney asked who was responsible for enforcing the ordinance and at what point does that person responsible get involved. Attorney Pacacha said enforcement is done through the committee and they decided what needs to be done. He noted that the committee members were: Deborah Caviness, Pat Scinto, Dave Cody, Attorney Pacacha, Alana Kabel and Mike Feeney. He went on to say that there were remedies to enforce compliance and penalties against the employer if the ordinance is found to be violated. So there are a number of tools to enforce the ordinance.

Mayor Finch noted it would be good to have the names of the contractors that have been found to be out of compliance with the ordinance. Attorney Pacacha acknowledged the comment.

Ms. Caviness reviewed and briefly commented on the following:

- A. **Goals**
- B. **Dept. Challenges/Internal & External**
- C. **Services Office current provides**
- D. **Capacity Building Workshops**
- E. **Identify Non-city related contracting opportunities**

She listed the companies currently working within these guidelines.

Mr. Wiley reviewed the following : **Bpt. School Construction Program updates** per the Minority Business Participation. He pointed out the percentages of contracts that were highlighted on the grid and he noted that the 2005 ordinance requirements applied.

Council member Holloway said he observed there was a higher percentage of WBE's and MWB's than there were MBE's. Mr. Wiley explained they have to be a functioning entity for two years before obtaining a minority contract. This is generally based on the state requirements to qualify.

Ms. Caviness reviewed the **Office of Contract Compliance**. She noted that from January 2007 through August 2008, there have been 16.5 million contracts awarded; she highlighted that a number of those contracts were awarded to MBE's. She commented that the reason for those being denied, was because they failed to meet the ordinance guidelines.

Rufus Wells reviewed the **Purchasing – Bid-Sync system (formerly known as the RFP Depot)**. He reviewed the advantages of Bid-Sync. The **Registration system** was reviewed. It was noted that he will work directly to assist the contracting officers to locate AF-AM businesses to meet the 6% on contracts. He noted that the beginning database for MBE businesses = 1,700+ and the current listing is \$1,399. The MBE/WPE contractor/vendor information is submitted by the city to the Bid-Sync.

Joshua Grant of the Southern CT Black Chamber of Commerce reviewed the process of firms seeking Minority Certification. He said there were (22) minority businesses certified to date; that number consists of: 17> Black; 3> Hispanic and 2> Non-minority or women. He further noted that three (3) contracts have been awarded.

Council member Blunt asked how long it would take to fully implement the MBE ordinance. Mr. Wells said it takes approximately three years to become fully functional, after that, people get used to enacting the ordinance, and once that happens, they will be able to implement any training etc. needed. He further noted it will need to be monitored initially.

Council member Blunt asked who was actually checking the contractors to make sure they are hiring minorities according to the ordinance. Mr. Wells said that would be up to the Office of Contractor Compliance. They physically sit down with the prime contractors to review all that.

Council member Blunt asked what the greatest success has been thus far and the greatest challenge. It was stated that the development of the registration system has been the greatest success and breaking the habits of how things have been done in the past and enforcing the new methods has been the greatest challenge.

Council member Blunt asked how to assure that minority companies are being treated fairly and being considered for a job. Mr. Wells said the trend is to rotate selection members among the committee.

Council member Holloway stated that he received a phone call from someone who responded to an RFP. He was told that the contract went back out to bid, but subsequently, the contract went to someone else. Mr. Wells said he heard about the situation today. He explained they have to bid competitively. He said he was aware of the matter though.

Mayor Finch thanked everyone for the presentation. He emphasized that there has been considerable progress and more to come in the future; through out reach efforts and other methods being implemented.

It was noted that Ms. Caviness was also looking to train individuals in the city that will allow them to get work on city jobs. This is being done through the WorkPlace Inc. and other resources.

Approval of City Council Minutes: September 15, 2008

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE**
**** COUNCIL MEMBER CROWE SECONDED**
**** MOTION PASSED UNANIMOUSLY**

Council member McCarthy stated they needed to take up item 205-07.

*** COUNCIL MEMBER McCARTHY MOVED TO SUSPEND THE RULES TO TAKE UP ITEM 205-07 COMMUNICATION FROM SOCIAL SERVICES RE GRANT SUBMISSION: 2008-2010 SOCIAL SERVICES BLOCK GRANT (SSBG)**

(SOCIAL SERVICES), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE FOR IMMEDIATE CONSIDERATION

**** COUNCIL MEMBER CROWE SECONDED**

It was explained that the (SSBG) has been in existence since 1977. They handle case management and it's a 2-year grant. They have served approximately 4,000 people and there is no city match.

**** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER McCARTHY MOVED TO COMBINE AND APPROVE
** COUNCIL MEMBER CURWEN SECONDED**

205-07 Communication from Social Services re Grant Submission: 2008-2010 Social Services Block Grant (SSBG) (Social Services), referred to Economic and Community Development and Environment Committee. – *this item taken up separately - see above*

206-07 Communication from Finance Department re Proposed Amendments to the Municipal Code of Ordinances, Title 5, Business Licenses and Regulations relating to Fees, referred to Ordinance Committee.

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**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

The city clerk asked if there were any items to be removed from the consent calendar. Hearing none, she read the items into the record.

***172-07** Public Safety and Transportation Committee report re Grant Submission: Urban Crime and Community Safety Grant Program.

***173-07** Public Safety and Transportation Committee report re Grant Submission: U.S. Department of Emergency Management & Homeland Security, Emergency Operations Center Grant Program.

**** COUNCIL MEMBER HOLLOWAY MOVED TO APPROVE**

**** COUNCIL MEMBER CURWEN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO THE MISCELLANEOUS MATTERS COMMITTEE**

**** COUNCIL MEMBER McCARTHY SECONDED**

Council member Holloway asked the urgency of the referral. Council member Vizzo-Paniccia said she only received the information last Friday afternoon. The matter had to do with the appointment to the Board of Commission. Mayor Finch added that they are trying to fill the vacancies ASAP.

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER THE MATTER OF GAIL SOLIS TO THE MISCELLANEOUS MATTERS COMMITTEE TO REPLACE PATRICIA FARDY AS CHAIRPERSON OF THE PLANNING & ZONING COMMISISON**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY (ITEM # 215-07)**

**** COUNCIL MEMBER McCARTHY MOVED TO SUSPEND THE RULES TO REFER (4) ITEMS FOR REFERRAL**

**** COUNCIL MEMBER dePARA SECONDED**

It was noted there were three (3) items to be referred to the Ordinance Committee and one (1) item to be referred to the Public Safety & Transportation Committee.

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER McCARTHY MOVED TO REFER THE MATTER OF THE AGREEMENT BETWEEN THE CITY AND CREATIVE OUTDOOR ADS OF AMERICA FOR A TRASH RECYCLING CONTAINER/MARKETING PROGRAM TO THE PUBLIC SAFETY AND TRANSPORTATION COMMITTEE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER McCARTHY MOVED TO REFER THE MATTER OF CHAPTER 8.68.060 MERCHANT'S DUTY TO KEEP SIDEWALK CLEAN TO THE ORDINANCE COMMITTEE (ITEM 211-07)**

**** COUNCIL MEMBER AUSTIN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER McCARTHY MOVED TO REFER THE MATTER OF CHAPTER 15.12.410 BOARD OF COMMISSION TO THE ORDINANCE COMMITTEE (ITEM # 213-07)**

**** COUNCIL MEMBER WALSH SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER McCARTHY MOVED TO REFER THE MATTER OF CHAPTER 8.76 ANTI-BLIGHT PROGRAM TO THE ORDINANCE COMMITTEE (ITEM # 212-07)**

**** COUNCIL MEMBER CROWE SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES RE: BLUEFISH CONTRACT FOR IMMEDIATE CONSIDERATION (ITEM # 203-07)**

**** COUNCIL MEMBER AUSTIN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Council member Holloway commented about the contract referral. He noted that the Legal Department should have been aware of the issue of them not paying rent. He stressed that the contract wasn't all right and they should have known the item should have gone before the Contracts Committee and not the ECDE Committee. He expressed that he does want to see the Bluefish team stay here, but he reiterated that things needed to be kept in perspective.

**** COUNCIL MEMBER WALSH MOVED TO REFER THE ITEM TO THE CONTRACTS COMMITTEE**

-There was no second to the motion-

Mayor Finch stated that his was a matter of some urgency. He explained there were approximately \$300k in back taxes due the city, but they did initially vote to refer the item to committee by a two-thirds vote. He repeated that it was a matter of urgency and they shouldn't delay it.

Council member McCarthy explained how the item got referred to the ECDE Committee. He clarified that the matter has gone through this committee for the last two contracts. He also explained that when the council votes, this is done to make a decision as to what committee an item should be referred to. He thought they acted upon the matter in the proper committee and he thought it should stay with that committee.

Council member Baker stated that the Bluefish was a good entity in Bridgeport, but he questioned the whole scenario, in that it was such a crucial matter that it had to be acted upon tonight. He pointed out that the issue has been going on for months. He agreed the matter should have initially

gone before the proper committee and he felt they needed to look at the matter long term and be careful how business is conducted in the city.

Mayor Finch stated that the matter came to them last week. He was told the Bluefish couldn't raise the capital to pay the debt.

Council member Holloway suggested that the rules for referrals to committees be reviewed and updated as needed for clarification purposes.

Council member Paoletto stated that he has served on the ECDE Committee for 8 years. He noted that he also served on the Contracts Committee for 5 years and never before has this issue come up with the Bluefish contract. He stressed that he had a problem with the matter being brought up time and time again.

Council member Blunt stated that they should focus on the situation and the solution. He thought credibility was the issue with the person who had a personal interest in the Bluefish. He further expressed that at times, they need to show good faith that the Legal Department is looking out for the best interest of the city. However, he did think that they should work out the differences later and move forward.

Mayor Finch clarified that no changes were being recommended and it was a matter of the simple assumption of the lease.

Council member Curwen stated there were a lot of pros to the assignment. He agreed with Council member Holloway that it is a contract and therefore, it should have gone to the appropriate committee, however, he felt they should move forward tonight. He also commended the current owners for sustaining the Bluefish team.

Council member McCarthy stated that due diligence was done as far as the item referral. He said questions were asked by the committee and the situation was understood. He said he was in favor of moving forward. It was noted that it was the same lease and no difference in the terms. It was also emphasized that the \$300k in taxes was sorely needed.

*He also agreed that a committee referral review would be done at the next Ad Hoc meeting.

Council member Walsh asked if they fully executed the 5th Amendment copy of the lease. Attorney Pacacha said there wasn't an executed amendment to the lease and there wasn't a signed 5th Amendment to it., however, he said it's a fully valid and legal contract.

Council member Walsh disputed and maintained there was no lease to be assumed and signed then. He further questioned that since the lesser or lessee met the requirements, it did matter if the terms of the 5th Amendment were agreed upon. He asked why a surety bond wasn't enforced when the rent wasn't paid. Mayor Finch said they attempted to collect the money, but it wasn't there...Council member Walsh interjected and continued to speak about the Mayor trumping the city charter per an article that was written in the CT Post. Mayor Finch asked him to limit his comments to the matter at hand. Council member Walsh continued to comment about the terms of

the Bluefish loan. He noted that only two-thirds has been paid back to date. He questioned if the new owner should offer taxpayers some reward for all the years lost and scale back the terms of the lease. He asked if the performance benchmarks should be applied. Mayor clarified there was no change in the lease. Council member Walsh continued to speak and he became very adamant about the issues he had with the contract terms etc. Mayor Finch declared him out of order and asked him to maintain some diplomacy.

Council President McCarthy stated that everyone should be allowed to speak their mind, but he asked that everyone maintain some decorum when doing so.

- ** COUNCIL MEMBER McCARTHY MOVED TO APPROVE**
- ** COUNCIL MEMBER AUSTIN SECONDED**
- ** MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: BAKER and WALSH)**

Other business – not officially on the agenda

There was a "Recycling Informational Session". The information was presented by an EPA representative and the session highlighted areas to redefine the way Bridgeport resident's value trash.

*Mayor Finch noted that the report and information would be e-mailed to all the council members.

ADJOURNMENT

- ** COUNCIL MEMBER McCARTHY MOVED TO ADJOURN**
- ** COUNCIL MEMBER LYONS SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

The meeting was adjourned at 10:00 p.m.

Respectfully Submitted,

Diane Graham

Telesco Secretarial Services



BILL FINCH
Mayor

CITY OF BRIDGEPORT
CHIEF FINANCIAL OFFICER
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone (203) 576-7251 Fax (203) 576-7067

MICHAEL E. FEENEY
Chief Financial
Officer

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Michael E. Feeney, CFO 

Date: October 17, 2008

RE: **Presentation by Finance Department – Unfunded Post Retirement Benefits**

I have enclosed a copy of our Post Retirement Benefit Actuarial Valuation Report. This item is on the Agenda for further discussion at the meeting on Monday, October 20, 2008. A Presentation by our Actuarial Representatives will be given at this meeting.

Enc.

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ACTUARIAL VALUATION CERTIFICATE

October 2007

This report presents the City of Bridgeport Post Retirement Benefits Other Than Pensions Plan July 1, 2007 Actuarial Valuation results. The purposes of this report are to:

- (1) Estimate the plan's July 1, 2007 obligations;
- (2) Estimate Bridgeport's 2007/2008 fiscal year accrual as if the Governmental Accounting Standards Board (GASB) standard is adopted for this fiscal year based on the GASB Statement 45; and
- (3) Provide information that may be helpful in future planning for the Post Retirement Benefits Other Than Pensions Plan.

A summary of the major results is shown in Section I, while Section II provides more detailed results.

This report's costs and liabilities are based upon the data and plan provisions provided by the City (as summarized in Sections VI and VII respectively) and the funding method and actuarial assumptions (outlined in Section VIII). This Report presents our best estimate of the costs of the Post Retirement Benefits Other Than Pensions Plan in accordance with accepted actuarial principles and our understanding of the GASB Accounting Standard.

The undersigned is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,
Aon Consulting

Thomas G. Vicente, F.S.A.
Enrollment Number 05-5034
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SECTION I EXECUTIVE SUMMARY

Bridgeport provides healthcare and life insurance benefits to its retirees and their spouses and dependents. The amount Bridgeport pays for the medical and life insurance premiums for retirees and spouses varies by employee group. All regular active employees who retire directly from Bridgeport and meet the eligibility criteria may participate.

The following table summarizes valuation results. These results have been calculated based upon assumptions as to current claim cost, projected increases in health care costs, mortality, turnover, and interest discounting factor.

This summary identifies the value of benefits at July 1, 2007 and costs for the 2008 fiscal year:

	<u>July 1, 2007</u>
■ Present Value of all Projected Benefits (PVPB)	\$ 1,046,138,000
■ Present Value of benefits earned to date (AAL)	874,662,000
■ 2007 Annual Required Contribution (ARC) ¹	47,314,000
■ 2007 Annual OPEB Cost	47,314,000
■ 2007 Expected Benefit Retiree Premiums ²	\$25,391,000

The balance of this report provides greater detail for the above results.

The current valuation uses a discount rate of 5.50%. This rate is appropriate if the assets used to pay benefits come directly from the general funds of the City. By contrast, if the program is funded, a discount rate closer to 7.50% may be appropriate. See Section X for more detail. Such a change would result in a significant decrease in liability measurement, but would require increased cash payments.

The Bridgeport covered group is a relatively mature population with retirees making up 44% of the group and almost 50% of the AAL. This demographic profile means:

- The GASB 45 expense (AOC) is less than twice current cash costs.
- The majority of the GASB 45 expense (AOC) is due to the amortization of past service liabilities.
- Groups with fewer retirees will have a more pronounced increase in AOC versus benefit payments.

¹ The ARC reflects a 30-year, increasing (level percent of pay) amortization of the unfunded AAL.

² Based on age-adjusted rates.

SECTION I EXECUTIVE SUMMARY

One component of the overall plan cost is what is known as the Implicit Subsidy. This subsidy is built into the costs of the program by the process of developing per capita rates that do not vary by age. Studies have shown, in general, that there is a link between aging and higher medical claim costs.

As part of the valuation process, we reassign claims and medical costs according to underwriting principals. In this way, we can determine the implicit subsidy and assign it to the older group. In the case of the retirees, they are charged a percentage of the blended premium which may only be half of the true cost of benefits.

SECTION II PRINCIPAL VALUATION RESULTS

This section presents detailed valuation results for Bridgeport's retiree healthcare program.

- The Present Value of all Projected Benefits (PVPB) is the total present value of all expected future benefits, based on certain actuarial assumptions. The PVPB is a measure of total liability or obligation. Essentially, the PVPB is the value (on the valuation date) of the benefits promised to current and future retirees. The Plan's PVPB (at July 1, 2007) is \$1,046,138,000. The majority of this liability (60%) is for current active employees (future retirees).
- The Actuarial Accrued Liability (AAL) is the liability or obligation for benefits earned through the valuation date, based on certain actuarial methods and assumptions. The Plan's AAL (at July 1, 2007) is \$874,662,000. The majority of this obligation (52%) is for active employees. The AAL represents 84% of the PVPB.
- Service Cost is the value of benefits expected to be earned during the year, again based on certain actuarial methods and assumptions. The 2007 Service Cost (with interest) is \$18,159,000.

The GASB 45 Accounting Standard provides for some flexibility in methods when determining plan costs. Employers have some control over:

- Actuarial Cost Method
- Amortization Approach

In the remainder of this section, we present results showing the variation available for these choices.

SECTION II PRINCIPAL VALUATION RESULTS

Choice of Actuarial Methods

The GASB 45 Accounting Standard allows the employer to choose between several different actuarial methods. The choice of method does not change the total cost that will be recognized, however, it will change the timing of the cost recognition.

The GASB 45 Standard does specify that the actuarial method be consistent with methods used for other valuations for the Entity. Currently, the following methods are used:

- MERSB – Entry Age Method
- STRS – Entry Age Method
- City Firefighters – Entry Age Method

As a result, we have used the Entry Age Method as the actuarial method in this report.

To provide prospective on the different methods, below is a comparison of the key valuation results under the two main methods:

	<u>Entry Age</u>	<u>Unit Credit</u>
PVPB	\$1,046,138,000	\$1,046,138,000
AAL	\$ 874,662,000	\$ 841,344,000
SVC Cost (EOY)	\$ 18,159,000	\$ 21,715,000
ARC (Level Percent Method)	\$ 47,314,000	\$ 49,760,000

Below is a breakdown of the Entry Age Method Costs by Group.

	<u>Fire & Police</u>	<u>Other City Employees</u>	<u>Board of Education Employees</u>	<u>Total</u>
PVPB	\$393,734,000	\$227,287,000	\$425,117,000	\$1,046,138,000
AAL	\$338,531,000	\$209,256,000	\$316,985,000	\$ 869,662,000

SECTION II PRINCIPAL VALUATION RESULTS

Choice of Amortization Period

The GASB 45 Accounting Standard allows for either “fixed dollars” or “fixed percent of pay” amortization of unfunded liabilities.

- Under “fixed dollar”, the liability amortization payout is set for the full period.
- Under “fixed percent of pay”, the liability amortization increases each year according to a pre-set rate.
- The ARC is equal to the Service Cost plus the amortization.
- Samples of both methods as shown below.

Fixed Dollar Amortization

	<u>Police & Fire</u>	<u>Other City Employees</u>	<u>Board of Education Employees</u>	<u>Total</u>
ARC				
Svc Cost (EOY)	\$ 5,493,000	\$ 2,758,000	\$ 9,908,000	\$18,159,000
Amort.	<u>\$23,293,000</u>	<u>\$14,398,000</u>	<u>\$22,491,000</u>	<u>\$60,182,000</u>
Total	\$28,786,000	\$17,156,000	\$32,399,000	\$78,341,000

Fixed Percent Amortization

	<u>Police & Fire</u>	<u>Other City Employees</u>	<u>Board of Education Employees</u>	<u>Total</u>
ARC				
Svc Cost (EOY)	\$ 5,493,000	\$2,758,000	\$ 9,908,000	\$18,159,000
Amort.	<u>\$11,285,000</u>	<u>\$6,975,000</u>	<u>\$10,895,000</u>	<u>\$29,155,000</u>
Total	\$16,778,000	\$9,733,000	\$20,803,000	\$47,314,000

SECTION II
PRINCIPAL VALUATION RESULTS

Use of a level dollar versus a level percent of pay amortization schedule will shift the timing of cost recognition for the employer. The below chart shows the respective schedules over time.

<u>Year/s</u>	<u>Level Dollar</u>	<u>Level Percent</u>
2007/2008	\$60,181,000	\$29,155,000
2012/2013	\$60,181,000	\$38,104,000
2017/2018	\$60,181,000	\$49,801,000
2022/2023	\$60,181,000	\$65,088,000
2027/2028	\$60,181,000	\$85,067,000
2032/2033	\$60,181,000	\$111,179,000
2037/2038	\$60,181,000	\$145,307,000

**SECTION III
ACCOUNTING INFORMATION**

The effective date for the new GASB OPEB accounting standard is fiscal year beginning July 1, 2007 with deferred effective dates if annual revenue is below \$100 million (see Exhibit IX). Adoption before this fiscal year is optional. The following shows the Annual Required Contribution (ARC), Annual OPEB Cost (AOC), and Projected June 30, 2008 Healthcare Reserve, assuming the accounting standard is first adopted for fiscal year 2008.

Annual Required Contribution (ARC)

The standard sets the method for determining Bridgeport's retiree healthcare accrual to include both the value of benefits earned during the year (Service Cost) and an amortization of the unfunded AAL. Accordingly, the following table shows the City's 2008 accrual based on a 30 year amortization of the unfunded AAL as a level percent of pay amount.

	Fiscal Year Ending <u>June 30, 2008</u>
■ Service Cost (with interest)	\$18,159,000
■ AAL Amortization	<u>29,155,000</u>
■ Total Accrual	\$47,314,000

Annual OPEB Cost (AOC)

If there is no OPEB obligation on the City's financial statements at transition, then the Annual OPEB Cost (AOC) is equal to the ARC. However, if there is an initial obligation at transition, the AOC should reflect an adjustment for the transition obligation. Note that the GASB OPEB standard in general, directs sponsors to set their initial OPEB obligation to zero at transition. However, this may result in awkward accounting results. We recommend you discuss this issue with your auditors if there is currently anything recorded.

■ ARC	\$47,314,000
■ Adjustment to ARC	<u>0</u>
■ Total AOC	\$47,314,000

Summary AOC (After adoption a three-year display will be shown):

<u>Fiscal Year Ending</u>	<u>AOC</u>	<u>Percentage of Annual OPEB Cost Contributed *</u>	<u>Net OPEB Obligation</u>
6/30/2008	\$47,314,000	54%	\$21,923,000

* Based on expected premium payments.

**SECTION III
ACCOUNTING INFORMATION**

Projected June 30, 2008 Post Retirement Benefits Other Than Pensions Reserve

Based on the AOC developed above, the following is the projected June 30, 2008 Post Retirement Benefits Other Than Pensions Reserve (GASB refers to this as "Other Post-Employment Benefit Obligation" or "OPEB").

	Total
■ June 30, 2007 Net OPEB Obligation ³ (NOO)	\$ 0
■ Annual OPEB Cost (AOC)	\$ 47,314,000
■ Expected Premium Payments:	<u>(\$25,391,000)</u>
■ Expected June 30, 2008 Net OPEB Obligation ⁴ (NOO)	\$ 21,923,000

Required Supplementary Information

Below is the Projected Schedule of Funding Progress

Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - EAN (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a / b)	Covered Payroll (Estimated) (c)	UAAL as a Percentage of Covered Payroll (b - a) / (c)
6/30/2007	\$0	\$874,662,000	\$874,662,000	0%	\$239,783,000	365%

³ Assumes July 1, 2007 Net OPEB Obligation is set equal to Retiree Benefit Fund Balance.

⁴ Actual reserves would use actual 2007 benefit payments.

**SECTION IV
PAYOUT PROJECTION**

**The City of Bridgeport
Principal Valuation Results**

Expected Annual Payments (\$1,000's) based on assumptions and premiums detailed in Section IX.

<u>Year Beginning July 1,</u>	<u>General Employees</u>	<u>Board of Education Employees</u>	<u>Total</u>
2007	16,201	9,190	25,391
2008	17,755	9,931	27,687
2009	19,395	11,036	30,431
2010	20,782	12,239	33,020
2011	22,257	13,253	35,510
2012	23,637	13,650	37,287
2013	25,674	14,436	40,110
2014	27,832	15,538	43,370
2015	30,013	16,518	46,530
2016	32,013	17,422	49,435
2017	34,085	18,426	52,511
2018	36,000	19,632	55,632
2019	37,746	20,826	58,572
2020	39,178	21,654	60,832
2021	40,429	22,680	63,109
2022	41,688	23,343	65,031
2023	42,718	24,012	66,730
2024	43,767	24,748	68,515
2025	44,596	25,403	69,999
2026	45,304	26,164	71,468
2027	45,713	26,806	72,520

Average annual change in payouts: 5.4%

The City of Bridgeport has a mature demographic profile.
As a result, the average increase in cash payment levels is relatively modest.

SECTION V SENSITIVITY ANALYSIS

Prefunding Impact

Results in this report are based on a 5.5% interest rate since the plan is not currently funded. If the plan were to start to be funded the interest rate would change to reflect a reasonable long-term rate of return on those assets. The chart below shows the effect funding the plan would have on the liabilities and costs.

	5.5% Interest Rate	Impact of Funding: 7.5% Return		
		Decrease	Total	Percent Change
■ Funded Status				
➤ AAL	874,662,000	(218,400,000)	656,262,000	(25)%
➤ Assets	-	-	-	
➤ Unfunded AAL	874,662,000	(218,400,000)	656,262,000	(25)%
■ Expense				
➤ Service Cost	\$18,159,000	(7,679,000)	10,480,000	(42)%
➤ AAL Amortization	<u>29,155,000</u>	<u>(7,280,000)</u>	<u>21,875,000</u>	<u>(25)%</u>
➤ (17%)	\$47,314,000	(14,959,000)	32,355,000	(32)%

To be considered funded, the City would need to contribute at least the AOC (\$32,355,000) on an annual basis.

Medical Trend

In setting plan costs, an assumption as to the level of future medical inflation is made. Results in subsequent years will be sensitive to the amount by which actual experience differs from that projected. The below table shows how results will vary based on a 1% differential in medical inflation.

	<u>+1% Inflation</u>	<u>Current</u>	<u>-1% Inflation</u>
Actuarial Accrued Liability	\$1,021,055,000	\$874,662,000	\$750,199,000
Percent Change	17%		(14)%
AOC	\$58,091,000	\$47,314,000	\$38,867,000
Percent Change	23%		(18)%

SECTION V SENSITIVITY ANALYSIS

Prefunding Impact

Results in this report are based on a 5.5% interest rate since the plan is not currently funded. If the plan were to start to be funded the interest rate would change to reflect a reasonable long-term rate of return on those assets. The chart below shows the effect funding the plan would have on the liabilities and costs.

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Percent Change	17%		(14%)
AOC	\$58,091,000	\$47,314,000	\$38,867,000
Percent Change	23%		(18%)

SECTION VI
DEMOGRATPHIC INFORMATION

		<u>Police & Fire</u>	<u>Other General Employees</u>	<u>Board of Education</u>	<u>Total</u>
Counts:	Active	721	807	2,824	4,352
	Retired	<u>1,231</u>	<u>875</u>	<u>1,372</u>	<u>3,478</u>
	Total	1,952	1,682	4,196	7,830
Average Age:	Active	45.06	49.48	46.97	47.05
	Retired	69.50	74.97	71.21	71.55
Average Service:	Active	15.7	12.53	11.6	12.43

SECTION VII PROJECTIONS

Projected Annual OPEB Cost (\$1,000) over the next ten years.

No funding of liabilities.

<u>Year</u> <u>Beginning July 1</u>	<u>Level Dollar</u> <u>Amortization</u>	<u>Level Percent</u> <u>Amortization</u>
2007	\$ 78,341	\$47,314
2008	\$ 82,657	\$52,353
2009	\$ 87,052	\$55,993
2010	\$ 91,492	\$59,820
2011	\$ 95,991	\$63,866
2012	\$100,562	\$68,157
2013	\$105,270	\$72,757
2014	\$110,031	\$77,636
2015	\$114,809	\$82,799
2016	\$119,613	\$88,279

Using Entry Age Method

Assumes active group will experience slight growth in size.

Projections Annual OPEB (\$1,000) over the next ten years fully funding the annual ARC.

<u>Year Beginning</u> <u>July 1</u>	<u>Level Dollar</u> <u>Amortization</u>	<u>Fund</u> <u>Balance</u>	<u>Level Percent</u> <u>Amortization</u>	<u>Fund</u> <u>Balance</u>
2007	\$66,047	\$0	\$40,952	\$0
2008	\$66,309	\$40,656	\$42,890	\$15,561
2009	\$66,577	\$82,326	\$44,927	\$31,932
2010	\$66,852	\$124,647	\$47,068	\$48,822
2011	\$67,134	\$167,828	\$49,318	\$66,532
2012	\$67,423	\$212,039	\$51,683	\$85,329
2013	\$67,720	\$258,079	\$54,170	\$106,125
2014	\$68,024	\$305,045	\$56,785	\$128,144
2015	\$68,335	\$352,577	\$59,534	\$151,170
2016	\$68,655	\$400,826	\$62,425	\$175,512

SECTION VIII PLAN PROVISIONS

Eligibility:

- City employees can retire on or after reaching the earlier of 25 years of service or age 55 and completing 15 years of service.
- Board of Education (non-teachers) employees can retire the earlier of 25 years of service or age 55 and 15 years of service.
- Board of Education (teachers) employees can retire the earlier of 35 years of service or age 60 and 25 years of service.
- If an employee is a police or fire employee, attainment of age 45 and 25 years.

Medical Benefit:

- Medical coverage continues for the lifetime of the retiree.
- Substitute Teachers, Part-time employees and Crossing Guards are not eligible for coverage
- The eligible retirees pay a percentage of the cost of coverage calculated at the time of retirement. The percentage, based on group, is shown below.

<u>Group</u>	<u>Level</u>	<u>Retiree Contrib.</u> <u>Varies with</u> <u>Actives</u>
AFSCME	12%	No
NAGE	12%	No
Social Workers*	12%	No
Unaffiliated	12%	No
Appointed	12%	No
BCSA	12%	No
Elected	12%	No
BCAS	30%	Yes
BEA	60%	Yes
Building Trades	12%	Yes
Attorneys	12%	Yes
Hygienists	12%	Yes
LIUNA	12%	Yes
Nurses	12%	Yes
Printers	12%	Yes
Teamsters	12%	Yes
Firefighters*	12%	No
Police	12%	Partial

* Assumed from current negotiations, currently Social Workers are at 2.5% and Firefighters pay \$7.80/month.

- Spousal coverage is available for life of the retiree, based on the percentages above.

SECTION VIII PLAN PROVISIONS

Life Benefit:

- Teachers receive \$20,000 in Life Insurance with 60% of the premium paid for by the retiree.
- Board of Education Administrators receive \$10,000 in Life Insurance coverage with no cost to the retiree.

SECTION IX METHODS AND ASSUMPTIONS

Actuarial Method

Entry Age Normal Cost Method.

Discount Rate 7/1/2007 5.50%.

Mortality Males: RP2000 Table for Males.
 Females: RP2000 Table for Females.

Turnover Annual Rate of Withdrawal Prior to Retirement

<u>City Employees</u>			<u>Board of Education Employees</u>			<u>Police & Fire</u>			
<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Select Period</u>	<u>Male</u>	<u>Female</u>	<u>Ultimate</u>	<u>Male</u>	<u>Female</u>	
25	18.00%	18.00%	1	14.00%	12.00%	25	1.20%	3.50%	None *
30	13.50%	13.50%	2	8.50%	9.00%	30	1.20%	3.50%	Assumed
35	10.25%	10.25%	3	5.50%	7.00%	35	1.20%	3.50%	
40	8.25%	8.25%	4	4.50%	6.00%	40	1.20%	2.30%	*Consistent
45	6.50%	6.50%	5	3.50%	5.50%	45	1.26%	1.30%	with Pension
50	5.00%	5.00%	6	2.50%	5.00%	50	1.96%	1.25%	Assumptions
55	5.00%	5.00%	7	2.40%	4.50%	55	3.36%	1.60%	
60	5.00%	5.00%	8	2.30%	3.50%	60	0.00%	0.00%	
65	5.00%	5.00%	9	2.20%	3.00%				
70	0.00%	0.00%	10	2.10%	2.50%				

* Consistent with Pension Assumptions.

Retirement Annual Rate of Retirement

<u>City Employees</u>		<u>Board of Education Employees</u>			<u>Police & Fire</u>				
<u>Age</u>	<u>Rate</u>	<u>Eligible for Normal Retirement</u>		<u>Eligible for Early Retirement</u>		<u>Age</u>	<u>Rate</u>		
50	17.00%	50-54	27.5%	15.0%	50-51	2.0%	2.0%	45-49	10%
55	9.00%	55-59	38.5%	30.0%	52	3.0%	4.0%	50	15%
60	9.00%	60	22.0%	20.0%	53	3.0%	4.5%	51	20%
65	20.00%	61-62	25.3%	22.5%	54	5.0%	5.5%	52	25%
70	100.00%	63-64	27.5%	22.5%	55	5.0%	7.5%	53	30%
		65	36.3%	30.0%	56	7.0%	8.5%	54	35%
		66-69	27.5%	30.0%	57	10.0%	9.5%	55-59	40%
		70-79	100.0%	40.0%	58	11.0%	10.0%	60	45%
		80	100.0%	100.0%	59	12.0%	10.0%	61	60%
								62	80%
								63-64	10%
								65	100%

**SECTION IX
METHODS AND ASSUMPTIONS**

Medical Trend

Annual Rate of Increases

<u>Fiscal Year Beginning</u>	<u>Medical and Prescription</u>	<u>Dental</u>	<u>Medicare B</u>
2007	12.0%	6.0%	6.5%
2008	11.5%	5.5%	6.0%
2009	11.0%	5.0%	5.5%
2010	10.5%	4.5%	5.0%
2011	10.0%	4.0%	5.0%
2012	9.50%	4.0%	5.0%
2013	9.00%	4.0%	5.0%
2014	8.50%	4.0%	5.0%
2015	8.00%	4.0%	5.0%
2016	7.50%	4.0%	5.0%
2017	7.00%	4.0%	5.0%
2018	6.50%	4.0%	5.0%
2019	6.00%	4.0%	5.0%
2020	5.50%	4.0%	5.0%
2021 & Later	5.00%	4.0%	5.0%

**SECTION IX
METHODS AND ASSUMPTIONS**

Participation 85% of eligible employees are assumed to participate in the plan. Of those hired prior to April 1, 1986, 80% will not be eligible for Medicare

Marriage 85% of employees are assumed to be married. Wives are assumed to be three years younger than their husbands.

Medical Costs

A blended premium is computed for all employees and retirees not eligible for Medicare benefits. Under GASB Statements 43 and 45, the non-blended (or age adjusted) premium is used for computing plan costs. Below are the representative premium costs:

Medical: Those Not Eligible for Medicare

	<u>Gross Annual Medical Cost</u>		
	<u>General</u>	<u>Teachers</u>	<u>Police & Fire</u>
Age Adjusted to Age 50	\$6,703	\$5,806	\$6,703
Age Adjusted to Age 55	\$7,844	\$6,783	\$7,844
Age Adjusted to Age 60	\$9,315	\$8,046	\$9,315
Age Adjusted to Age 65	\$11,389	\$9,827	\$11,389
Age Adjusted to Age 70	\$13,166	\$11,353	\$13,166
Blended rate	\$6,010	\$5,206	\$6,010

Medical: Those Eligible for Medicare

	<u>Gross Annual Medical Cost</u>		
	<u>General</u>	<u>Teachers</u>	<u>Police & Fire</u>
Age Adjusted to Age 50	\$6,703	\$5,806	\$6,703
Age Adjusted to Age 55	\$7,844	\$6,783	\$7,844
Age Adjusted to Age 60	\$9,315	\$8,046	\$9,315
Age Adjusted to Age 65	\$3,063	\$3,097	\$2,350
Age Adjusted to Age 70	\$3,512	\$3,555	\$2,563
Blended pre-Medicare rate	\$6,010	\$5,206	\$6,010

Police & Fire also receive Medicare Part B reimbursement of \$1,122 per year.

**SECTION X
GASB OPEB SUMMARY**

Prescription Drug: Those Not Eligible for Medicare

	<u>Gross Annual Prescription Drug Cost</u>		
	<u>General</u>	<u>Teachers</u>	<u>Police & Fire</u>
Age Adjusted to Age 50	\$1,109	\$1,109	\$1,109
Age Adjusted to Age 55	\$1,305	\$1,305	\$1,305
Age Adjusted to Age 60	\$1,557	\$1,557	\$1,557
Age Adjusted to Age 65	\$1,912	\$1,912	\$1,912
Age Adjusted to Age 70	\$2,217	\$2,217	\$2,217
Blended rate	\$1,146	\$1,146	\$1,146

Prescription Drug: Those Eligible for Medicare

	<u>Gross Annual Prescription Drug Cost</u>		
	<u>General</u>	<u>Teachers</u>	<u>Police & Fire</u>
Age Adjusted to Age 50	\$1,109	\$1,109	\$1,109
Age Adjusted to Age 55	\$1,305	\$1,305	\$1,305
Age Adjusted to Age 60	\$1,557	\$1,557	\$1,557
Age Adjusted to Age 65	\$1,480	\$1,650	\$1,010
Age Adjusted to Age 70	\$1,716	\$1,913	\$1,047
Blended pre-Medicare rate	\$1,146	\$1,146	\$1,146

Dental:

	<u>Gross Annual Dental Cost</u>	
	<u>Retiree</u>	<u>Dependent</u>
Age Adjusted to Age 50	\$312	\$312

Valuation Methodology and Terminology

We have used final GASB accounting methodology to determine the postretirement medical benefit obligations.

SECTION X GASB OPEB SUMMARY

The Government Accounting Standards Board (GASB) has issued an accounting standard for the recognition and disclosure for public entities sponsoring other (than pensions) post-retirement benefit plans.

This Exhibit summarizes pertinent issues from the above statements and includes comments about GASB's OPEB standard.

Why Pay-As-You-Go Accounting Will Be Unacceptable

The FASB believes, and GASB agrees, other post-retirement benefits, like pensions, are a form of deferred compensation. Accordingly, GASB is saying these benefits should be recognized (in an organization's financial statement) when earned by employees, rather than when paid out. Under SFAS 106, pay-as-you-go accounting is replaced with accrual accounting for these benefits. *This approach is similar to (although more restrictive than) GASB's approach under Statement No. 27.* GASB has followed the Statement No. 27 approach in their new OPEB statement.

Allocating Costs (Attribution)

The FASB defines attribution as the process of assigning other post-retirement benefit cost to periods of employee service. SFAS 106 specifies how (the attribution method) and over what accounting periods (the attribution period) the postretirement benefits promise must be allocated.

The attribution (actuarial cost) method specified by SFAS 106 is the "projected unit credit actuarial cost method". This method attributes an equal amount of the total postretirement benefit to each year of service during the "attribution period".

The attribution period is the period over which the total postretirement benefit is earned. Unless the plan states that post-retirement benefits are not earned until a later date, the attribution period is from the employee's hire date until the employee is first eligible for the benefit. *The GASB standard does not restrict entities to a single attribution method, but instead allows sponsors (and actuaries) to choose from several acceptable methods (similar to GASB 27).* GASB allows all six funding methods. GASB will also allow attribution to the expected retirement age rather than the earliest eligibility age.

Defining the Plan

SFAS 106 refers to the substantive plan as the basis for accounting. The substantive plan may differ from the written plan in that it reflects the employer's cost sharing policy based on past practice or communication of intended changes, or a past practice of cost increases in monetary benefits. Under SFAS 106, the substantive plan is the basis for allowing recognition of potential future changes to the plan. *GASB follows FASB's lead on this issue, requiring entities to recognize the underlying promise, not just the written plan.*

The important similarity between GASB and FASB relates to the implied subsidy when retirees participate in the active healthcare plan, but are charged a rate based on composite active and retiree experience. Under SFAS 106 the plan sponsor must recognize this implied subsidy.

SECTION X GASB OPEB SUMMARY

Actuarial Assumptions

SFAS 106 says actuarial assumptions should be explicit. This means each individual assumption should represent the actuary's best estimate. GASB also, generally, requires explicit assumptions.

GASB requires the discount rate be based on the source of funds used to pay the benefits. This means the underlying expected long-term rate of return on plan assets for funded plans. However, since the source of funds for unfunded plans is usually the agency's general fund, and agencies are usually restricted by State law as to what investments they can have in their general fund, unfunded plans will need to use a relatively low discount rate.

Transition Issues

Because historical annual required contribution information will rarely be available, *GASB is taking a prospective approach on transition issues.* This means there will be no requirement for any initial transition obligation.

Effective Dates

The new standard will have staggered effective dates, similar to GASB Statement No. 34, as follows:

	Annual Revenue	Effective for Fiscal Years Beginning After
Phase I	≥ \$100 million	December 15, 2006
Phase II	≥ \$10 million but < \$100 million	December 15, 2007
Phase III	< \$10 million	December 15, 2008

SECTION X GASB OPEB SUMMARY

Differences Between SFAS 106 and GASB 45

Conceptually, Statement No. 45 is similar to SFAS 106. They both require current recognition of the promise to pay future benefits. However, they differ somewhat in how that recognition should occur. Specifically:

Concept	SFAS 106	GASB 45
1. Attribution Method	<ul style="list-style-type: none"> ■ Mandates use of a particular method, regardless of method used to determine contribution. 	<ul style="list-style-type: none"> ■ Allows sponsor to use same method used to determine contribution, provided it meets certain criteria.
2. Assumptions (excluding discount rate)	<ul style="list-style-type: none"> ■ Requires each assumption stand on its own – Explicit assumptions. 	<ul style="list-style-type: none"> ■ Requires each assumption stand on its own and, in addition, meet certain other criteria.
3. Discount Rate	<ul style="list-style-type: none"> ■ Long term high quality bond rates (e.g., Moody Aa). 	<ul style="list-style-type: none"> ■ Expected long term rate of return on source used to pay benefits (e.g. sponsor's general fund).
4. Benefit Cost	<ul style="list-style-type: none"> ■ Mandates use of a specific method, regardless of method used to determine contribution. 	<ul style="list-style-type: none"> ■ Provides that if entity always contributes Annual Required Contribution (ARC) then benefit cost equals ARC. If entity does not contribute ARC, then benefit cost equals ARC, adjusted for the difference.
5. Annual Required Contribution	<ul style="list-style-type: none"> ■ N/A 	<ul style="list-style-type: none"> ■ The Plan's funding contribution, with actuarial assumptions and methods (including amortization periods) restricted as indicated above.
6. Liability Recognition	<ul style="list-style-type: none"> ■ The historical difference between actual contributions and benefit costs become an accrued liability (or prepaid asset) on the sponsor's financial statement. 	<ul style="list-style-type: none"> ■ If sponsor consistently contributes the ARC, then no recognition is required. However, if sponsor has not historically contributed the ARC, then difference becomes a Net Pension Obligation on the sponsor's financial statement.

SECTION X GASB OPEB SUMMARY

Differences Between SFAS 106 and GASB 45

Conceptually, Statement No. 45 is similar to SFAS 106. They both require current recognition of the promise to pay future benefits. However, they differ somewhat in how that recognition should occur. Specifically:

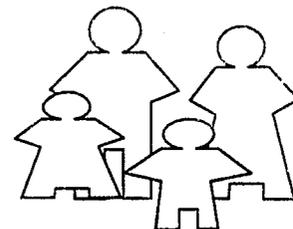
Concept	SFAS 106	GASB 45
1. Attribution Method	<ul style="list-style-type: none"> ■ Mandates use of a particular method, regardless of method used to determine contribution. 	<ul style="list-style-type: none"> ■ Allows sponsor to use same method used to determine contribution, provided it meets certain criteria.
2. Assumptions (excluding discount rate)	<ul style="list-style-type: none"> ■ Requires each assumption stand on its own – Explicit assumptions. 	<ul style="list-style-type: none"> ■ Requires each assumption stand on its own and, in addition, meet certain other criteria.
3. Discount Rate	<ul style="list-style-type: none"> ■ Long term high quality bond rates (e.g., Moody Aa). 	<ul style="list-style-type: none"> ■ Expected long term rate of return on source used to pay benefits (e.g. sponsor's general fund).
4. Benefit Cost	<ul style="list-style-type: none"> ■ Mandates use of a specific method, regardless of method used to determine contribution. 	<ul style="list-style-type: none"> ■ Provides that if entity always contributes Annual Required Contribution (ARC) then benefit cost equals ARC. If entity does not contribute ARC, then benefit cost equals ARC, adjusted for the difference.
5. Annual Required Contribution	<ul style="list-style-type: none"> ■ N/A 	<ul style="list-style-type: none"> ■ The Plan's funding contribution, with actuarial assumptions and methods (including amortization periods) restricted as indicated above.
6. Liability Recognition	<ul style="list-style-type: none"> ■ The historical difference between actual contributions and benefit costs become an accrued liability (or prepaid asset) on the sponsor's financial statement. 	<ul style="list-style-type: none"> ■ If sponsor consistently contributes the ARC, then no recognition is required. However, if sponsor has not historically contributed the ARC, then difference becomes a Net Pension Obligation on the sponsor's financial statement.



IRIS N. MOLINA
Director

CITY OF BRIDGEPORT
BRIDGEPORT SOCIAL SERVICES
BSS

Telephone (203) 576-7472
Fax (203) 576-8405
752 East Main Street
Bridgeport, Connecticut 06608



...To assist people in becoming self-sufficient.

Comm. #205-07 Ref'd to ECD & Environment Committee on 10/20/2008

Memorandum

TO: Honorable Members of the City Council
C/o Fleeta Hudson, City Clerk

FROM: Iris N. Molina, Director of Social Services *mol*

RE: **2008 – 2010 Social Services Block Grant (SSBG)**

DATE: October 14, 2008

The Department of Social Services seeks authorization for Mayor Bill Finch to enter into contract with the State of Connecticut, Department of Social Services for a Social Services Block Grant program. This will allow the signing and sealing of grant contracts, resolutions and all other related grant documents.

The program, in the amount of \$197,126 will provide much needed case management, counseling and referral services to Bridgeport residents with priority given to Temporary Family Assistance (TFA) recipients. **No city funds are involved.**

Thank you for your consideration and if you have any questions, please contact me at extension 7471.

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08 OCT 14 PM 1:28

ATTEST
CITY CLERK

ATTEST
CITY CLERK
08 OCT 14 PM 1:32
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CITY CLERKS OFFICE

CERTIFIED RESOLUTION

I, Ann Murray of City of Bridgeport,
(NAME OF SECRETARY OF CLERK) (NAME OF THE CONTRACTOR)

A Connecticut Corporation (the "Contractor"), DO HEREBY certify the following is a true

And correct copy of a resolution duly adopted at a meeting of the Bridgeport City Council
(NAME OF GOVERNING BODY)

Of the contractor duly held and convened on _____, at which
(DATE OF MEETING)

meeting a duly constituted quorum of the Bridgeport City Council was
(NAME OF GOVERNING BODY)

present and acting throughout and that such resolution has not been modified, rescinded or

revoked and is at present in full force and effect:

RESOLVED: That the Mayor, Bill Finch,
(TITLE OF SIGNATORY) (NAME OF SIGNATORY)

Is empowered to enter into and amend contractual instruments in the name and on behalf of this

Contractor with the Department of Social Services (DSS) of the State of

Connecticut for a Social Services Block Grant (SSBG/SAGA) Program,
(NAME OF PROGRAM)

IN WITNESS WHEREOF, the undersigned has affixed his or her signature and the corporate

seal of the Contractor this _____ day of _____, 20____.
(DAY) (MONTH) (YEAR)

(Seal or L.S.)

Signature of Secretary of Clerk

GRANT SUMMARY SHEET

City Council-Contracts and Appointment Committee

APPLICATION AND OR LOCAL TITLE: Social Services Block Grant (SSBG)

CITY OFFICIAL in-charge: Iris N. Molina Phone: (203)-576-7471

New Grant _____ Continuing (existing) Grant X

FUNDING SOURCE – (include matching/in-kind funds):

Federal: _____

State: X

City: _____

Other: _____

FUNDS REQUESTED:

Salaries/Benefits: \$197,126 for FY 10/1/08-9/30/10

Supplies: _____

Transportation/Travel: _____

Other (Explain): _____

Subcontracts: Yes _____ No X

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

PROJECT BACKGROUND:

The Bridgeport Social Services Department has been using this grant funding to provide emergency and supportive services to the residents of Bridgeport since 1997.

PROJECT DATES: 10/1/08 – 9/30/10

TARGET POPULATION: Any Bridgeport resident with priority given to former TFA recipients

PROGRAM GOALS AND PROCEDURES:

The goals are to provide basic social services in the form of case management, counseling and referral to any Bridgeport resident with priority given to former TFA recipients.

BENCHMARKS FOR GAUGING SUCCESS/EVALUATION OF PROGRESS:

That at least 70% of those served will have their needs met and thus, prevent the need for dependency. We anticipate serving approximately 4,200 individuals and/or families for the duration of this contract.



CITY OF BRIDGEPORT
CHIEF FINANCIAL OFFICER
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone (203) 576-7251 Fax (203) 576-7067

BILL FINCH
Mayor

MICHAEL E. FEENEY
Chief Financial
Officer

COMM. # 206-07 Referred to Ordinance Committee (October 20, 2008)

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Michael E. Feeney, CFO *[Signature]*

Date: October 15, 2008

**RE: PROPOSED AMENDMENT TO CITY CODE CHAPTER 5
[BUSINESS LICENSES AND REGULATIONS]**

Please refer the attached proposed amendment to City Code Chapter 5 to the Ordinance Committee.

ATTEST
CITY CLERK

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08 OCT 15 PM 12:10

ML:gc

COMM. # 206-07

Section 5.12.130 Filing of application – Fee

Section 5.12 210 Issuance of permit-fee

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 5.12 – Massage Establishments and Massage Therapists, is hereby amended to include new language in the Sections set forth below.

Article II Massage Establishment Permit

5.12.130 Filing of application-Fee.

Each applicant for a permit to operate a massage establishment shall file an application with the chief of police and pay a filing fee of [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)**, and a filing fee of [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** with the health director, which filing fees shall not be refundable. (Ord. dated 1/6/92 (part): prior code § 19-132)

Article III Massage Therapy Permit

5.12.210 Issuance of permit-Fee.

A. The chief of police shall issue a massage therapy permit or notify the applicant of his/her denial within thirty (30) days after such application. A permit shall be issued upon finding:

1. That the applicant is at least eighteen (18) years of age;
2. The applicant is a massage therapist as defined in this chapter;
3. That the applicant has not been convicted within five years immediately preceding the date of the application of a crime involving the unauthorized practice of the healing arts, sexual misconduct, obscenity, or any other offenses of prostitution, pandering or solicitation of a lewd or unlawful act;
4. The applicant has not in this or any other state within the three years immediately preceding the date of the application had a massage or similar business license or permit suspended or revoked for a reason or reasons that would authorize the chief of police to revoke a permit under this chapter;
5. The applicant has complied with, furnished all information, documents and certificates required and meets the requirements set forth in Section 5.12.200; and
6. The applicant has paid the requisite application and permit fees.

B. The fee for a massage therapy permit shall be [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)**.

C. All permits issued under this section shall be carried on the person of or within immediate access to the permitted massage therapist at all times the permitted massage therapist is engaging in or carrying on massage therapy whether at a massage establishment or in an outcall massage service. (Ord. dated 1/6/92 (part): prior code § 19-140)

206-07

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 5.16 Barber Shops and Beauty Salons; Section 5.16.010 Barber shop/beauty salon/hair braiding -License fee. is hereby amended as set forth below.

5.16.010 Barber shop/beauty salon/hair braiding -License fee.

A. The fee for the issuance of a license to operate a barber shop or beauty salon or an establishment which provides hair braiding services shall be [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** Once issued a license to operate a barber shop or beauty salon, or an establishment which provides hair braiding services each licensee shall pay on or before June 1st of each subsequent year an annual license fee of [one hundred dollars (\$100.00)]**one hundred and fifty dollars (\$150.00)**.

B. In the event that the reapplication for license and the receipt of payment for such license is not obtained by the department of health on or before June 1st, the license shall increase to [two hundred dollars (\$200.00)] **three hundred dollars (\$300.00)**. (Ord. dated 5/21/90 (part): prior code §§ 14-305, 19-10)

COMM. # 206-07

Section 5.24.020

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 5.24 – Auctions and Auctioneers, is hereby amended to include new language in the Sections set forth below.

5.24.020 License-Fee-Issuance-Term.

The chief of police shall, upon the payment of [fifty dollars (\$50.00)] **seventy-five dollars (\$75.00)** for the use of the city, issue to any person whom he shall find to be discreet, honest and temperate a numbered license to carry on the business of an auctioneer for a term of one year from the date thereof. (Ord. dated 12/21/92 § 75(a); prior code § 7-2)

COMM. # 206-07

Section 5.24.090 Fees

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 5.28 – Close out Sales, is hereby amended to include new language in Section 5.28.090 Fees set forth below.

5.28.090 Fees.

A. The license fee for the license required by this chapter shall be as follows:

1. For a period not exceeding fifteen (15) days
[\$ 25.00] **\$50.00;**
2. For a period not exceeding thirty (30) days
[50.00] **\$100.00;**
3. For a period not exceeding sixty (60) days
[75.00] **\$150.00;**
4. For a period not exceeding ninety (90) days
[100.00] **\$200.00.**

B. In each instance a further fee of [one dollar (\$1.00)] **two dollar (\$2.00)** per thousand dollars (\$1,000.00) of the cost of the merchandise to be sold under such license as set forth in the inventory shall be filed with the application for the license.
(Prior code § 19-116)

COMM. # 206-07

Section 5.32.150 Fees - Expiration

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 5.32 DRY CLEANERS, is hereby amended to include new language in the Section set forth below.

5.32.150 Fees-Expiration.

Upon the issuance of the license as provided for in this article, the applicant shall pay a fee as follows to the clerk of the department of health and social services: for each plant, [twenty-five dollars (\$25.00)] **fifty dollars (\$50.00)**; for each press-shop, [one dollar (\$1.00)] **two dollars (\$2.00)**; and for each bobtail cleaner, [twenty-five dollars (\$25.00)] **fifty dollars (\$50.00)**. Such fees are to be paid each year or part of a year in advance. The license so issued shall expire within one year from date of issuance and shall not be transferable. (Prior code § 17-33)

COMM. # 206-07

Section 5.36.020 License fees.

Section 5.36.050 Outdoor exhibition license fee.

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 5.36 PUBLIC AMUSEMENTS, is hereby amended to include new language in the Sections set forth below.

5.36.020 License fees.

The following sums shall be charged for licenses required by Section 5.36.010:

A. For each exhibition of any circus or menagerie
[\$ 50.00] **(\$100.00)**.

B. For all places where any other form of public amusement or exhibition is given:

1. Where the seating capacity is less than four hundred (400), per year
[50.00] **(\$100.00)**,

Or at the option of the person in charge, per night
[5.00] **(\$10.00)**;

2. Where the seating capacity is more than four hundred (400), per year
[75.00] **(\$150.00)**,

Or at the option of the person in charge, per night
[5.00] **(\$10.00)**;

3. Where the seating capacity is more than seven hundred (700) and less than twelve hundred (1,200), per year
[100.00] **(\$200.00)**,

Or at the option of the person in charge, per night
[10.00] **(\$20.00)**;

4. Where the seating capacity is more than twelve hundred (1,200), per year
[150.00] **(\$300.00)**,

Or at the option of the person in charge, per night
[15.00] **(\$30.00)**.

C. In case of dispute the mayor shall determine the seating capacity of any such place, and his decision shall be final and conclusive.

(Prior code § 5-16)

5.36.050 Outdoor exhibition license fee.

The fee for an outdoor exhibition license required by Section 5.36.040 shall be [fifty dollars (\$50.00)] **seventy five dollars (\$75.00)**. (Prior code § 5-19)

COMM. # 206-07

Section 5.46.020 License
Section 5.46.040 Penalty.

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 5.46 JUNK DEALERS, is hereby amended to include new language in the Sections set forth below.

5.46.020 License.

A. Any person desiring to engage in the junk dealer business shall make application to the chief of police of the city of Bridgeport for such a license. The license shall be issued annually as of October first and the license fee shall be [ten dollars (\$10.00)] **two hundred and fifty dollars (\$250.00)**. Prior to issuing the license the applicant shall submit proof of the junk yards compliance with the city of Bridgeport zoning regulations and that all taxes and other fees are not in arrears. No license shall be issued where there is a violation of zoning ordinances and/or where taxes and fees are in arrears.

The chief of police shall issue such license to suitable persons and may revoke such license for cause.

A person is not a suitable person who has been convicted of a felony involving moral turpitude within the previous fifteen (15) years. The chief of police, or his designee, may take fingerprints of the applicant and may submit such fingerprints to the Federal Bureau of Investigation for a national criminal history records check.

B. The junk dealer shall submit the name and address of any employee to the chief of police. (Ord. dated 10/3/05 (part))

5.46.040 Penalty.

The police chief may assess the following penalties which are in addition to those set forth in Connecticut General Statutes Section 21-13:

A. The chief of police may revoke the junk dealer's licenses for cause; and/or

B. Assess a one hundred dollars [(\$100.00)] **two hundred and fifty (\$250.00)** penalty for each violation. (Ord. dated 10/3/05 (part))

COMM. #206-07

Chapter 5.48 STREET VENDORS, ITINERANT VENDORS AND MOTOR VEHICLE VENDORS

5.48.070 License fees.

A.1. The fee for the issuance of a vendor's license issued pursuant to this chapter shall be [one hundred (\$100.00)] **one hundred and twenty-five dollars (\$125.00)** dollars per license period. There shall be an additional fee of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)** for each additional agent of the applicant, but the total fee for any applicant for a license shall not exceed [two hundred dollars (\$200.00)] **two hundred and fifty dollars (\$250.00)**.

2. The fee for the issuance of a special event license shall be [fifty (\$50.00)] **seventy-five dollars (\$75.00)** dollars.

B. The fee provisions of this chapter shall not apply to any person or entity entitled to an exemption pursuant to the Connecticut General Statutes.

C. The fee provisions of this chapter may be waived by the chief of police for a nonprofit organization exempt from federal taxation by Section 501 (c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding Internal Revenue Code of the United States, as from time to time amended. (Ord. dated 1/21/97 (part))

COMM. # 206-07

Chapter 5.76 TOW TRUCKS

5.76.080 License-Fee-Term.

A wrecker license shall be issued to a successful applicant under this chapter after payment to the chief of police of a license fee of [three hundred sixty-five dollars (\$365.00)] **four hundred and fifty dollars (\$450.00)** for each year thereof. Unless sooner revoked, such license shall expire on April first of each year. (Ord. dated 12/21/92 § 71: prior code § 30-21)

5.80.010 Weighing and measuring devices Definitions Conduct License requirements Exemption Penalties.

A. Definitions. For the purposes of this chapter:

"Capacity" means measure of capacity as rated by the manufacturer.

"Crane scale" means a weighing device having normal capacity of five thousand (5,000) pounds or more and designed to weigh loads which are freely suspended from an overhead, track-mounted crane.

"Hopper scale" means a weighing device designed for weighing bulk commodities and whose load-receiving element is a tank box or hopper mounted on a weighing element.

"Load-rack meter" means a measuring device affixed to a loading platform at which a vehicle tank is filled.

"Motor fuel dispenser meter" means a device for the measurement and delivering of liquids used as fuel for internal combustion engines.

"Scale" means any weighing device used in commercial trade and not otherwise covered by this chapter.

"Vehicle tank meter" means a measuring device which is affixed to a vehicle-mounted tank.

B. Prohibited Conduct. No person shall operate or maintain a weighing or measuring device for commercial purposes unless he has obtained a license from the city sealer. Connecticut State Statutes mandate yearly inspections of weighing and measuring devices. Any device not properly licensed will be condemned. No device will be tested or sealed unless proper licensing has been obtained. Anyone using a condemned device is operating illegally by using an unsealed device. Other penalties may apply at the state level for this violation. (Sec. 43 inclusive of the Connecticut State Statutes.)

C. License Requirements. The city sealer shall not issue a weighing and measuring device license unless:

1. Such device has been inspected and approved by the city sealer;
2. Each applicant furnishes such information relative to the application for a weighing and measuring device license as the city sealer shall require; and
3. Each applicant pays the following annual license fee on or before February 1st of each year:
 - a. Retail motor fuel dispenser meters: [fifty dollars (\$50.00)] **fifty-five dollars (\$55.00)** per meter.
 - b. Vehicle tank and load rack meters: [one hundred fifty dollars (\$150.00)] **one hundred and sixty dollars (\$160.00)** per meter.
 - c. Taxi cab meter: [thirty-five dollars (\$35.00)] **forty dollars (\$40.00)** per meter.
 - d. Scales:
 - i. 050 lb. capacity: [thirty-five dollars (\$35.00)] **forty dollars (\$40.00)** per device.
 - ii. 512,999 lb. capacity: [one hundred thirty dollars (\$130.00)] **one hundred and forty dollars (\$140.00)** per device.
 - iii. Over 3,000 lb. capacity: [one hundred ninety dollars (\$190.00)] **two hundred and five dollars (\$205.00)** per device.

iv. Hopper or crane scale: [two hundred fifty dollars (\$250.00)] **two hundred and seventy dollars (\$270.00)** per device.

v. Vehicle tank and loading rack meters: [one hundred fifty dollars (\$150.00)] **one hundred and sixty-five dollars (\$165.00)** per meter.

D. Exemption. Any city-owned device which includes any device bought and/or operated by a city department through the city of Bridgeport general fund will be exempted from fee payment under this chapter.

E. Penalties. The penalty for violation of any provision of this section shall be a fine of one hundred thirty dollars (\$130.00) per device. Each day in which a device shall not be duly registered shall be considered a separate violation subject to a fine of one hundred thirty dollars (\$130.00). (Ord. dated 10/17/05; Ord. dated 6/6/94 (part); Ord. dated 5/6/91 (part); prior code § 19-72)

COMM. # 206-07

Chapter 5.80 WEIGHTS AND MEASURES

5.80.060 Fees for use of public scale.

A. Whenever the city sealer of weights and measures as public weigher or any person designated by him to operate the public scale is called upon to weigh any article, he shall do such weighing in conformity to law and shall charge and collect a fee of [ten dollars (\$10.00)] **twenty-five dollars (\$25.00)** per device.

B. All fees received for weighing at the public scale shall be turned over to the city sealer of weights and measures, and he shall, as public weigher, pay over to the director of finance by close of the next business day the amount of fees collected and received by him with a statement of the name and address of the person for whom such weighing was done, a description of the articles weighed and the amount of fees collected. (Ord. dated 6/6/94 (part); Ord. dated 5/6/91 (part); prior code § 19-68)



CITY OF BRIDGEPORT
CHIEF FINANCIAL OFFICER
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone (203) 576-7251 Fax (203) 576-7067

BILL FINCH
Mayor

MICHAEL E. FEENEY
Chief Financial
Officer

COMM. # 207-07 Referred to Ordinance Committee (October 20, 2008)

MEMORANDUM

To: Fleeta Hudson, City Clerk
From: Michael E. Feeney, CFO *[Signature]*
Date: October 15, 2008
RE: PROPOSED AMENDMENT TO CITY CODE CHAPTER 8
[HEALTH AND SAFETY]

Please refer the attached proposed amendment to City Code Chapter 8 to the Ordinance Committee.

ATTEST
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08 OCT 15 PM 12:10

ML:gc

Chapter 8.12 ALARM SYSTEMS

8.12.030 False burglar and holdup alarms.

A. Purpose.

1. The purpose of this section is to encourage alarm users and alarm businesses to maintain the operational reliability and properly use alarm systems and to reduce or false alarm dispatch requests and, thereby, prevent the misuse of police resources.

2. This section governs systems intended to summon police response, requires permits, establishes fees, provides for penalties for violations, establishes a system of administration, and sets conditions for suspension or loss of permits.

B. Definitions. As used in this chapter:

"Alarm administrator" means a person or persons designated by the chief of police to administer, control and review alarm applications, permits, alarm dispatch request fines and penalties.

"Alarm appeals officer" means an individual designated by the chief of police to receive and hear appeals from fines or penalties.

"Alarm business" means the business, by an individual, partnership, corporation or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring an alarm system in an alarm site.

"Alarm dispatch request" means notification to the police by the alarm business that an alarm, either manual or automatic has been activated at a particular alarm site.

"Alarm site" means a single premise or location served by an alarm system or systems. Each tenancy if served by a separate alarm system in a multi-tenant building or complex shall be considered a separate alarm site.

"Alarm system" means a device or series of devices, including, but not limited to, systems interconnected with radio frequency signals, which are designed to discourage crime, by emitting or transmitting a remote or local audible, visual or electronic signal indicating an alarm condition. Alarm system does not include: an alarm installed on a vehicle unless the vehicle is permanently located at a site; or an alarm designed to alert only the inhabitants of a premise that does not have a sounding device, which can be heard on the exterior of the alarm site.

"Alarm user" means any person, firm, partnership, corporation or other entity who (which) uses an alarm system at its alarm site.

"Appeals review panel" means the panel designated to hear and decide all false alarm appeals in accordance with subsection O of this section. The panel will consist of a member of the police department and a community representative recommended by the chief and approved by the council, and an individual recommended by the Connecticut Burglar and Fire Alarm Association, who is also a resident of Bridgeport, approved by the council.

"Automatic telephone dialing alarm" means an alarm system which automatically sends over regular telephone lines a prerecorded voice message or coded signal indicating the existence of an emergency situation the alarm system is designed to detect.

"Chief" means the chief of police of the city or his designee.

"Conversion" means the transaction or process by which one alarm business begins monitoring of an alarm system previously monitored by another alarm business.

"Duress alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a crisis situation requiring police response.

"False alarm" means an activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligence of the owner or lessee of an alarm system or his employees or agents. Such terminology does not include alarms caused by hurricanes, tornadoes, earthquakes, or other acts of nature or a prolonged power failure lasting more than four hours.

"False alarm dispatch" means an alarm dispatch request to the police department, when the responding officer finds no evidence of a criminal offense or attempted criminal offense after having completed a timely investigation of the alarm site. An alarm dispatch request which is canceled by the alarm business or the alarm user prior to the time the responding officer reaches the alarm site shall not be considered a false alarm dispatch.

"False alarm user awareness class" means a class operated by the governing entity for the purpose of educating alarm users about the problems created by false alarm dispatches and in the responsible use of their alarm system.

"Holdup alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

"Keypad" means a device that allows control of an alarm system by the manual entering of a coded sequence of numbers or letters.

"Modified response" means the categorization of an alarm call as priority three or a non-response, as determined by the alarm administrator in conjunction with the chief of police and/or his designee.

"Monitoring" means the process by which an alarm business receives signals from alarm systems and relays an alarm dispatch request to the city for the purpose of summoning police response to the alarm site.

"One plus duress alarm" means the manual activation of a silent alarm signal by entering at a keypad a code that adds one to the last digit of the normal arm/disarm code (normal code = 1234 one plus duress code = 1235).

"Person" means an individual, corporation, partnership, association, organization or similar entity.

"Takeover" means the transaction or process by which an alarm user takes over control of an existing alarm system that was previously controlled by another alarm user.

"Verify" means an attempt, by the alarm business, or its representative, to contact the alarm site by telephonic or other electronic means, whether or not actual contact with a person is made, before requesting a police dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

C. Registration required-Application, fee, transferability, false statements.

1. Automatic telephone dialing alarms coming directly into the communications center of the police department are prohibited.

2. No commercial or multi-family premise alarm user shall operate, or cause to be operated, an alarm system at its alarm site without a valid alarm permit issued by the alarm administrator. A separate registration is required for each alarm site. Single alarm site (residence) shall be encouraged but not mandated to register.

3. A special classification shall be required for an alarm system equipped with a duress alarm.
 4. There will be an amnesty period for alarm users to register all existing and new alarm sites. This period will be from January 1, 2000 to March 31, 2000. Thereafter, there will be a one-time fee of [ten dollars (\$10.00)] **twenty dollars (\$20.00)** for the registration of each alarm site. The initial registration fee must be submitted to the alarm administrator within fifteen (15) days after the alarm installation or alarm takeover.
 5. Upon receipt of a completed application form for registration, the alarm administrator shall issue an alarm registration to an applicant unless the applicant has:
 - a. Failed to pay a fine assessed under subsection L; or
 - b. Had an alarm registration for the alarm site suspended or revoked, and the violation causing the suspension or revocation has not been corrected.
 6. Each registration application must include the following information:
 - a. The name, address, and telephone numbers of the person who will be the registration holder and be responsible for the proper maintenance and operation of the alarm system and payment of fees assessed under this section;
 - b. The classification of the alarm site as either residential, commercial or apartment;
 - c. For each alarm system located at the alarm site, the purpose of the alarm system, i.e., burglary, holdup, duress, or other;
 - d. Signed certification from the alarm user and the alarm business stating:
 - i. The date of installation, conversion or takeover of the alarm system, whichever is applicable,
 - ii. The name, address and phone number of the alarm business performing the alarm system installation, conversion or alarm system takeover and responsible for providing repair service to the alarm system,
 - iii. The name, address and phone number of the alarm business monitoring the alarm system if different from the installing alarm business,
 - iv. That a set of written operating instructions for the alarm system, including written guidelines on how to avoid false alarms, have been left with the applicant, and
 - v. That the alarm business has trained the applicant in proper use of the alarm system, including instructions on how to avoid false alarms.
 - e. For all new systems registered after October 1, 1999, the electrical permit number issued by the city in accordance with Connecticut General Statutes 20-333 to 20-340; and name, phone number and business phone of all authorized key holders;
 - f. Classification of the alarm site as being equipped or non-equipped for duress alarm.
 7. Any false statement of a material matter made by an applicant for the purpose of obtaining an alarm permit shall be sufficient cause for refusal to issue a permit.
 8. An alarm registration cannot be transferred to another person. An alarm user shall inform the alarm administrator of any change that alters any information listed on the permit application within ten business days.
 9. All fees owed by an applicant must be paid before a registration may be issued or renewed.
 10. Information contained in permit applications shall be held in confidence by all employees or representatives of the city with access to such information.
- D. Alarm systems in apartment complexes-Furnished by the apartment complex as an amenity.

1. If the owner or property manager of an apartment complex provides alarm systems in each residential unit as an amenity, then the owner or property manager of the apartment complex shall obtain a registration from the alarm administrator.

2. For purposes of assessing fines and enforcing this article, the alarm registration holder is responsible for payment of fines for false alarm dispatches emitted from the alarm systems in residential units.

3. The owner or property manager of an apartment complex shall obtain a separate alarm permit for any alarm system operated in a non-residential area of the apartment complex, including, but not limited to, common tenant areas and office, storage and equipment areas.

E. Proper alarm systems operation and maintenance.

1. An alarm user shall:

a. Maintain the premises and alarm system in a manner that will minimize or eliminate false alarm dispatches, and

b. Make every reasonable effort to respond or cause a representative to respond to the alarm system's location within thirty (30) minutes when notified by the city or the monitoring service to deactivate a malfunctioning alarm system, to provide access to the premises, or to provide security for the premises, and

c. Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.

2. An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than fifteen (15) minutes after being activated nor at any decibel level of sound beyond that provided for in Chapter 8.80.

3. An alarm user shall have a properly licensed alarm technician inspect his alarm system after six false alarm dispatches in a one-year period. After six false alarm dispatches the alarm user must have a properly licensed alarm business modify the alarm system to be more false alarm resistant or provide additional user training as appropriate.

F. Monitoring procedures.

1. An alarm business performing monitoring services shall:

a. Attempt to verify every alarm signal, except a duress or hold up alarm activation before requesting a police response to an alarm signal;

b. Communicate alarm dispatch requests to the city in a manner and form determined by the alarm administrator;

c. Communicate verified cancellations of alarm dispatch requests to the city in a manner and form determined by the alarm administrator.

G. Duties of alarm business.

1. After January 1, 2000, alarm businesses shall not program alarm systems so that they are capable of sending one plus duress alarms. Alarm businesses may continue to report one plus duress alarms received from alarm systems programmed with this feature prior to January 1, 2000. However, after January 1, 2000, when performing a takeover or conversion an alarm business must remove the one plus duress alarm capability from the alarm system being taken over or converted.

2. After January 1, 2000, alarm businesses shall not install a device for activating a hold-up alarm which is a single action non-recessed button.

3. After January 1, 2000, alarm businesses shall not install any control panel which does not meet the security industry association standards as certified by underwriter laboratories.

H. Alarm system operating instructions. An alarm user shall maintain at each alarm site, a set of written operating instructions for each alarm system.

I. Alarm dispatch request records. Alarm businesses which perform monitoring services must maintain for a period of at least one-year following request for police dispatch to an alarm site, records relating to the dispatch. Records must include the name, address and phone number of the alarm user, the alarm system zone(s) or point(s) activated, the time of request for police dispatch and evidence that an attempt to verify was made to the alarm site prior to the request for police dispatch. The alarm administrator may request copies of such records for individually named alarm users.

J. System performance reviews. If there is a reason to believe that an alarm system is not being used or maintained in a manner that ensures proper operation and suppresses false alarms, the alarm administrator may require a conference with an alarm user and the alarm business responsible for the repair of the alarm system to review the circumstances of each false alarm.

K. False alarm user awareness class. The administrator shall oversee the creation and implementation of a false alarm user awareness class. The training program shall inform alarm users of the problems created by false alarm dispatches and teach alarm users how to operate their alarm systems without generating false alarm dispatches.

L. Fines.

1. An alarm user shall be subject to fines, warnings and suspension or revocation of permit depending on the number of false alarm dispatches emitted from an alarm system within a rolling twelve (12) month period based upon the following schedule:

Number of false alarm dispatches	Action taken	Fines
3	Warning letter	0
4-6		\$50
More than 7		\$99 per incident plus option of modified response

2. In addition, any person, operating a non-registered alarm system (whether revoked, suspended or never acquired) will be subject to an additional fine of ninety-nine dollars (\$99.00) for each false alarm dispatch, in addition to the other fines specified above. The alarm administrator may waive this additional fine for a non-permitted system if the alarm user properly registers the site within ten days after such violation.

3. An alarm user shall, after the fourth false alarm dispatch, have the one-time option of attending a false alarm user awareness class in lieu of paying the prescribed fine.

4. The alarm administrator may reinstate a suspended registration or adjust a modified response designation upon receipt of acceptable evidence that the cause has been addressed and appropriate corrective action has been taken as outlined in subsection P.

M. Appeal from fines.

1. An alarm user may appeal assessment of a fine to the alarm appeals officer by filing a written request for hearing setting forth the reasons for the appeal within ten days after receipt of the fine. The filing of a request for an appeal hearing with the alarm appeals officer stays the assessment of the fine until the alarm appeals officer makes a final decision.

2. The alarm appeals officer shall conduct a formal hearing and consider the evidence submitted by any interested person(s). He shall make his decision on the basis of the preponderance of evidence presented at the hearing including, but not limited to evidence that a false alarm dispatch was caused by a defective part that has been repaired or replaced or that an alarm dispatch request was caused by a criminal offense. The alarm appeals officer must render a decision within thirty (30) days after the appeal hearing. The alarm appeals officer shall affirm, reverse or modify the assessment of the fine or penalty. The decision of the alarm appeals officer is final as to administrative remedies with the city.

3. During an appeal the alarm user will not be fined if the appeals process falls within the period of registration renewal. The alarm user will have ten days after an appeal decision is made to re-register without penalty.

N. Revocation, suspension or modified response.

1. In addition to suspension, revocation or modified response pursuant to subsection L, the alarm administrator may suspend or revoke an alarm registration if it is determined that:

a. There is a false statement of a material matter in the application for a permit; the permit holder has failed to make timely payment of a fee assessed under subsection M(2) or;

b. After documenting seven or more false alarm dispatches at a single alarm site, the alarm administrator, in conjunction with the chief of police and/or his designee, reserves the right to categorize an alarm site/user as a chronic abuser of the police alarm response process. After such designation, the police department can respond to an alarm dispatch request with a modified response. Appeals from the chronic abuser designation are made in accordance with subsection M of this section.

O. Appeal from denial, suspension or modified response.

1. If the alarm administrator denies the issuance or renewal of a registration, or suspends or revokes a registration, he or she shall send written notice of his action and a statement of the right to an appeal, by certified mail, return receipt requested, to both the applicant or alarm user and the alarm business.

2. The applicant or alarm user may appeal the decision of the alarm administrator to the chief or his designee by filing a written request for a review setting forth the reasons for the appeal within fourteen (14) days after receipt of the notice from the alarm administrator. An alarm business may submit the request for review on behalf of an alarm user.

3. Filing of a request for appeal shall stay the action by the alarm administrator suspending or revoking a permit until the chief or his designee has completed his/her review.

4. The alarm review panel shall conduct a formal hearing and consider the evidence submitted by any interested person(s). It shall make a decision on the basis of a preponderance of the evidence presented at the hearing including, but not limited to,

certification that alarm users have been retrained, that a defective part has been repaired or replaced, or that the cause of the false alarm has been otherwise determined and corrected. The panel shall affirm, reverse, or modify the action of the alarm administrator. The decision of the panel is final as to administrative remedies with the city.

P. Reinstatement of permit.

1. A person whose alarm permit has been revoked may be issued a new permit if the person:

- a. Submits an updated application and pays a twenty dollars (\$20.00) permit fee, and;
- b. Pays, or otherwise resolves, all citations and fines, and;
- c. Submits appropriate documentation from an alarm business, that complies with the requirements of this article, stating that the alarm system has been inspected and repaired (if necessary) and staff retrained as necessary by the alarm business.

Q. Confidentiality of statistics.

1. All names and addresses of complying alarm users shall be held in the strictest of confidence and shall be deemed a public record exempt from disclosure. Any violation of confidentiality shall be deemed a violation of this ordinance. The alarm administrator shall be charged with the sole responsibility for the maintenance of all records of any kind under this ordinance.

2. Subject to the requirements of confidentiality, the alarm administrator shall develop and maintain statistics having the purpose of assisting alarm system evaluation for use by members of the public. (Ord. dated 10/18/99)

COMM. # 207-07

Chapter 8.16 CHILD DAY CARE

8.16.050 Fees.

The fee for issuance of a certificate of inspection to operate a child care center or group day care home shall be [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)**. Once issued a certificate of inspection to operate a child care center or group day care home, each establishment shall pay on or before October 1st of each subsequent year an annual inspection fee of [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)**. In the event that the application for a certificate of inspection and the receipt of payment for such certificate of inspection is not obtained by the department of health on or before October 1st, the establishment must complete a new application for inspection and the fee shall be [two hundred dollars (\$200.00)] **four hundred dollars (\$400.00)** for such new application and renewal. The director of health may waive an inspection fee for any nonprofit organization applying under this chapter. (Ord. dated 11/7/05 (part))

COMM. # 207-07

Chapter 8.16 CHILD DAY CARE

8.16.110 Reissuance of certificate of inspection.

A revoked certificate of inspection required to operate a child care center or group day care home shall be reissued upon proper application and upon presentation of evidence which satisfies the director of health that the deficiencies that caused revocation have been corrected. The fee for the reissuance of a revoked certificate of inspection shall be [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)** which fee will be renewable on October 1st. (Ord. dated 11/7/05 (part))

COMM. # 207-07

Chapter 8.16 CHILD DAY CARE

8.16.120 Violation Penalties.

Any person who violates any provision of this chapter shall be fined not more than [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)** for each violation. It shall be the responsibility of the offender to abate the violation as ordered by the director of health. Each day a child care center or group day care home is operated without a certificate of inspection or in other violation of this chapter shall be deemed a separate offense. (Ord. dated 11/7/05 (part))

COMM. # 207-07

Chapter 8.20 FOOD AND FOOD ESTABLISHMENTS

Article I In General

8.20.040 Frozen dessert license-Fee.

The annual fee for each license required by Section 8.20.010 shall be [one hundred twenty-five dollars (\$125.00)] **one hundred and fifty dollars (\$150.00)** payable July 1st each year. (Ord. dated 1/18/94 (part): prior code § 12-4)

COMM. # 207-07

Chapter 8.20 FOOD AND FOOD ESTABLISHMENTS

Article I In General

8.20.090 Sandwich license-Fee.

A. The annual fee for a sandwich license shall be one hundred twenty-five dollars (\$125.00) payable by January 1st each year.

B. In the event that the reapplication for license is not obtained by the department of health and social services on or before January 1st, the fee shall increase to [two hundred dollars (\$200.00)] **two hundred and fifty dollars (\$250.00)**. (Ord. dated 1/18/94 (part): prior code § 12-9)

COMM. # 207-07

Chapter 8.20 FOOD AND FOOD ESTABLISHMENTS

Article I In General

8.20.140 Beverage license-Fee.

A. The annual fee for each beverage license shall be payable by January 1st each year as follows:

Seating Capacity	Fee
0-50	[\$100.00] <u>(\$175.00)</u>
51-100	[150.00] <u>(\$250.00)</u>
100+	[200.00] <u>(\$325.00)</u>

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to the following:

Seating Capacity	Fee
0-50	[\$150.00] <u>(\$275.00)</u>
51-100	[250.00] <u>(\$350.00)</u>
100+	[350.00] <u>(\$425.00)</u>

(Ord. dated 1/18/94 (part): prior code § 12-14)

COMM. # 207-07

Chapter 8.20 FOOD AND FOOD ESTABLISHMENTS

Article I In General

8.20.200 Milk licenses-Fees.

A. The annual fee for a milk dealer's license shall be [fifty dollars (\$50.00)] **one hundred dollars (\$100.00)** payable by January 1st each year.

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)**. (Ord. dated 5/21/90 (part): prior code § 12-20)

COMM. # 207-07

Chapter 8.20 FOOD AND FOOD ESTABLISHMENTS
Article II Food Dealers

8.20.230 License-Fee.

A. The annual fee shall be charged for such license payable by July 1st of each year as follows:

Food Establishments

Area in Square feet	
0-2500	[\$100.00] <u>(\$250.00)</u>
2500+	[200.00] <u>(\$350.00)</u>

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before July 1st, the license fee shall increase to the following:

Food Establishments

Area in Square feet	
0-2500	[\$200.00] <u>(\$350.00)</u>
2500+	[400.00] <u>(\$450.00)</u>

(Ord. dated 1/18/94 (part): prior code § 12-32)

COMM. # 207-07

Chapter 8.20 FOOD AND FOOD ESTABLISHMENTS

Article III Restaurants

8.20.430 License-Fee.

A. The annual fee for a restaurant license shall be payable by January 1st of each year as follows:

Restaurants

Seating Capacity

0-50	[\$100.00] <u>(\$200.00)</u>
51-100	[150.00] <u>(\$250.00)</u>
100+	[200.00] <u>(\$350.00)</u>

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to the following:

Restaurants

Seating Capacity

0-50	[\$150.00] <u>(\$300.00)</u>
51-100	[250.00] <u>(\$350.00)</u>
100+	[350.00] <u>(\$450.00)</u>

(Ord. dated 1/18/94 (part): prior code § 12-78)

COMM. # 207-07

Chapter 8.20 FOOD AND FOOD ESTABLISHMENT

Article V. Itinerant Food Vendors

8.20.650 Food vending license.

A. No person, firm or corporation shall operate or maintain within the city an itinerant food vending business, servicing food or drink from any conveyance, without fixed location and without connections to water supply and sewage disposal systems, except after compliance with Section 19-13-B-48 of the Connecticut Public Health Code.

B. The annual fee for each itinerant food vending unit shall be [two hundred dollars (\$200.00)] **two hundred and fifty dollars (\$250.00)**. All licenses will be due by March 31st. A temporary itinerant vending food license of five days at a fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** can be obtained.

C. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before March 31st the license shall increase to two hundred seventy-five dollars (\$275.00). (Ord. dated 10/17/05: Ord. dated 7/5/05: Ord. dated 1/18/94 (part): prior code § 23-22)

COMM. # 207-07

Chapter 8.28 FIRE PREVENTION REGULATIONS

8.28.010 Inspections by fire chief Fees established.

A. Liquor Licenses.

1. The fire marshal of the city shall inspect or cause to be inspected any property applying for a new or existing liquor license. A [seventy-five dollar (\$75.00)] **one hundred dollars (\$100.00)** fee for all liquor permits allowing the retail sale, serving and consuming on the property shall fall within the following guidelines:

Boat permit;
Cafe permit;
Charitable organization permit;
Club permit;
Nonprofit club permit;
Coliseum permit;
Coliseum concession permit;
Concession permit;
Golf country club permit;
Hotel permit;
Nonprofit public art museum permit;
Nonprofit theater permit;
Resort permit;
Restaurant permit;
Restaurant permitbeer only;
Restaurant permitwine and beer only;
Restaurant permitcatering establishment;
Special sporting facility permit;
Tavern permit;
Temporary permit for beer only;
University permit;
University liquor permit;
Bowling establishment permit;
Nonprofit public television corporation permit;
Airport restaurant permit;
Airport bar permit.

2. Inspection of such premises shall conform to the current Connecticut Fire Safety code, all other current Connecticut General Statutes and current N.F.P.A. publications. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

B. Public Hall. The fire marshal of the city shall inspect, or cause to be inspected, annually all assembly occupancies (minimum seventy-five (75) occupants) rented to the public for social functions or parties, shall require a license to be issued by the Bridgeport fire marshal for such license an annual fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)**, payable upon application, shall be made. This annual inspection shall coincide with any other licenses, such as liquor license, health certificate,

vendor permits with LPG tanks only. Any applications for vendor permits submitted to the fire marshal shall be accompanied with a [ten-dollar (\$10.00)] **twenty-five dollars (\$25.00)** fee. Also, the cart or vehicle containing such tanks shall be brought to the fire marshal's office for inspection at this time. Appointments shall be made in advance for this inspection which will include compliance with NFPA 58, standard for the storage and handling of liquified petroleum gases. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

C. Day Care Centers. The fire marshal of the city shall inspect or cause to be inspected annually all day care centers in which more than twelve (12) clients receive care, maintenance and supervision by other than relatives or legal guardians for less than twenty-four (24) hours per day, to insure the Life Safety requirements. An annual fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** will be required prior to the annual fire marshal's inspection of all day care centers. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

D. Group Day Care Homes. The fire marshal of the city shall inspect or cause to be inspected annually all group day care homes to insure the compliances with the Connecticut Life Safety Code in which at least seven, but not more than twelve (12) clients receive care, maintenance and supervision by other than their relatives or legal guardians for less than twenty-four (24) hours per day. An annual fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** will be required prior to the annual fire marshal's inspection of all group day care homes. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

E. Lodging and Rooming Houses.

1. The fire marshal of the city shall inspect or cause to be inspected annually all existing lodging and rooming houses, in accordance with the codes and standards of the state of Connecticut Life Safety Codes, issue an approval to the Housing Code enforcement agency to license such occupancy upon compliance of codes.

2. Such application for inspection to the Bridgeport fire marshal's office shall be accompanied by a [seventy-five dollar (\$75.00)] **one hundred dollars (\$100.00)** fee made payable to the fire marshal's office prior to scheduling of such inspections. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

F. Phase I Site Assessments. The fire marshal of the city shall provide information as requested for Phase I site assessments. Such requests shall be accompanied by a fee of [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** per site as recorded. This assessment will include a search of all our data bases, including hazardous materials files, incident responses and past fire reports. Upon completion of this search, copies of all records found would be forwarded, accompanied by a letter advising that the information given is based on file records only. This information may not accurately reflect conditions as they currently exist at this property. You may wish to contact other city, state and federal agencies for further information regarding the environmental conditions of this property.

G. Commercial Kitchen Exhaust Hoods, Ducts and Extinguishing Systems. The fire marshal of the city shall inspect or cause to be inspected annually all commercial kitchen hoods and duct systems, and their related extinguishing systems, according to the codes and standards as adopted by the state of Connecticut. All such annual inspections shall be accompanied by a fee of [thirty-five dollars (\$35.00)] **fifty dollars (\$50.00)** made payable to the Bridgeport fire marshal's office. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

H. Dry Cleaning Establishments. The fire marshal of the city shall inspect or cause to be inspected all dry-cleaning establishments in his jurisdiction annually in accordance with the codes and standards as set forth in the General Statutes of the state of Connecticut and shall collect [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** payable to the Bridgeport fire marshal's office.

I. Carnivals. The fire marshal of the city shall inspect or cause to be inspected all carnival events in his jurisdiction prior to giving approval to operate. All such parties sponsoring events using tents, portable cooking devices, rides, amusements and any other such activity or combination or activities for any reason or cause shall schedule an inspection with the fire marshal's office at least thirty (30) days prior to the scheduled event. Also, thirty (30) days prior to the scheduled event, a plot plan showing all rides, booths, concessions, and amusements shall also be submitted, along with all other relevant documentation; and a fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** shall be paid to the Bridgeport fire marshal's office at that time.

J. Hotels. The fire marshal of the city shall inspect or cause to be inspected annually all hotels within his jurisdiction. These premises will be inspected according to the codes and standards as set forth by the state of Connecticut Life Safety Code. For the purpose of definition, a hotel is a building or a group of buildings under the same management in which there are more than sixteen (16) sleeping accommodations primarily used by transients for lodging with or without meals, whether designated as a hotel, inn, club, motel or by any other name. So-called apartment hotels shall be classified as hotels because they are potentially subject to the same transient occupancy as hotels. Upon scheduling of an inspection of a hotel, a fee shall be collected of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** payable to the Bridgeport fire marshal's office. Such inspection shall be carried out simultaneously with other required inspections. All separate fee schedules shall be adhered to.

K. Cargo Tank Motor Vehicles. The fire marshal of the city shall inspect or cause to be inspected annually any motor vehicle registered within his jurisdiction that is used for the storage or transportation of any bulk flammable or combustible liquids, liquified petroleum gas, or liquified natural gas, or any other hazardous materials for the purpose of issuing a certificate as directed by the provisions of the Connecticut General Statutes 29-322, 29-332 and 29-339. A fee of [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** per sticker shall be paid to the Bridgeport fire marshal's office.

L. Pressure Test for Gas Piping. The fire marshal of the city shall inspect when, as a result of fire occurring in a building or structure, or in the proximity of a building or structure, or any other installation involving natural gas piping devices, appliances or other related equipment, the Bridgeport fire department officer in charge of such emergency situation, so orders the shut-down or cessation of natural gas flow through any

pipng and a natural gas utility requests permission for the Bridgeport fire department to restore service within their jurisdiction, then the Bridgeport fire marshal or his designee shall witness the pressure test of that gas piping, provided that such test is performed by a properly licensed plumber as approved by the natural gas utility. Such pressure test shall be in accordance with the National Fire Protection Association Standard 54, National Fuel Gas Code, as referenced and adopted by the state of Connecticut and a fee of [thirty-five dollars (\$35.00)] **fifty dollars (\$50.00)** shall be collected by the fire marshal of the city or his designee and shall be made payable to the Bridgeport fire marshal's office.

M. Vendor Permits/LPG Tanks. The fire marshal of the city shall inspect or cause to be inspected any carts or vehicles of vendor permit applicants which use liquified petroleum gas as a fuel for cooking. Each liquified petroleum gas tank and piping shall be installed and mounted per NFPA 58 Standards. At the time of application, a fee of [fifteen dollars (\$15.00)] **twenty five dollars (\$25.00)** shall be made payable to the Bridgeport fire marshal and the cart or vehicle brought to the fire marshal's office parking lot for inspection. (Ord. dated 7/5/05; Ord. dated 12/21/92 § 75(b); Ord. dated 8/1/94 (part): prior code § 11-22)

COMM. # 207-07

Chapter 8.36 EXPLOSIVES AND FLAMMABLE SUBSTANCES

Article II Permits

8.36.250 Applications.

A. The application for the permit required by Section 8.36.230 shall be filed with the city council of the city; shall be made by the owner, lessee or occupant of the premises at which such flammable liquids are to be kept, stored and maintained; shall be in writing, shall state the number of gallons and the kind of such flammable liquids which the applicant desires to keep, store and maintain; shall be accompanied by a map or plan showing accurately the location of the premises on which such flammable liquids are to be kept, stored or maintained and the location of buildings, streets, highways and parks by which the same may be bounded and the relative distances of the same from the premises where such liquids are proposed to be kept, stored or maintained; and shall show by diagram the location on the premises of each storage tank where such liquids are to be kept, stored and maintained together with a list of the type and capacity of each tank. If such application and map or plan showing such keeping, storage and maintenance of flammable liquids is in accordance with other provisions of this chapter relating to underground storage tanks, the city council may issue such permit, the fee for which shall be [fifty dollars (\$50.00)] **one hundred dollars (\$100.00)** per tank and shall be paid to the fire chief for use of the city.

B. The application for the permit required by Section 8.36.240 shall state specifically the maximum number of gallons which the applicant desires to store and shall be accompanied by a map or blueprint showing accurately the location of such premises and of buildings, streets, highways and parks by which the same may be bounded and the relative distances of the same from the premises where such substances are proposed to be stored and shall also show the location on such premises where such substances are to be stored.

C. The installation of any flammable or combustible liquid tank in excess of one hundred (100) gallons shall require a permit from the fire chief. Any tank installation of a flammable or combustible gas one hundred (100) pounds or larger shall require a permit from the fire chief. All applications for permits shall be accompanied by a map or plan showing accurately the location of the premises on which such flammable or combustible liquids and gases are to be kept, stored or maintained and the location of buildings, streets, highways and parks by which the same may be bounded, and the relative distances of the same, from the premises where such liquids and gases are proposed to be kept. A diagram of all buildings shall show windows, doors or openings therein, and the distance the tank to be stored from all openings. A fee for the application and installation shall be [seventy-five dollars (\$75.00)] **one hundred dollars (\$100.00)** per commercial flammable or combustible liquid or gas tank; [thirty-five dollars (\$35.00)] **fifty dollars (\$50.00)** per residential flammable or combustible liquid or gas tank and shall be paid to the fire chief for use of the city. (Ord. dated 7/5/05; Ord. dated 8/1/94 (part); Ord. dated 12/21/92 § 75(b); prior code § 11-110)

COMM. # 207-07

Chapter 8.84 PUBLIC SWIMMING POOLS

8.84.050 Annual fee.

A. The annual fee for a swimming pool license shall be [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)** required upon initial inspection and then by May 15th, each year thereafter.

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before May 1st, the license shall increase to [two hundred dollars (\$200.00)] **four hundred dollars (\$400.00)**. (Ord. dated 1/18/94 (part): prior code § 19-127)

COMM. # 207-07

Chapter 8.84 PUBLIC SWIMMING POOLS

8.84.100 Reissuance of license.

A license to operate shall be issued upon proper application and upon presentation of evidence that the deficiencies causing revocation have been corrected. A license fee of [twenty-five dollars (\$25.00)] **fifty dollars (\$50.00)** will be required for all reissued licenses. (Prior code § 19-132)

COMM. # 207-07

Chapter 8.84 PUBLIC SWIMMING POOLS

8.84.110 Violation-Penalty.

A. Any person who violates any provision of this chapter shall be fined not more than [one hundred dollars (\$100.00)] **two hundred dollars (\$200.00)** for each violation.

B. It shall be the responsibility of the offender to abate the violation as ordered by the director of health. Each day an artificial public pool is operated without a license or in other violation of this chapter shall be deemed a separate offense. (Prior code § 19-134)

COMM. # 207-07

Chapter 8.90 REGULATION OF THE MARKETING OF TOBACCO PRODUCTS TO CHILDREN

8.90.050 Tobacco marketing permit procedure.

A. All tobacco sales by retailers which commence operations after the effective date of this chapter shall be made only after obtaining a tobacco marketing permit from the health department on a form provided and upon a demonstration of compliance with this chapter. All retailers existing prior to the effective date of this ordinance may continue to make tobacco sales until December 31, 1999. Starting January 1, 2000, all such retailers must obtain a tobacco marketing permit pursuant to this chapter.

B. The permit fee shall be [one hundred dollars (\$100.00)] **one hundred and twenty-five dollars (\$125.00)** per calendar year, or a pro rata portion thereof based upon the number of months during the calendar year in which such retailer was in operation.

C. The duration of a permit shall be for one calendar year.

D. Violations of this chapter by a retailer shall be punishable by fine or revocation of the permit, as follows:

1. Upon violation of this chapter, the health department shall issue a written warning or citation to the retailer specifying the violation of this chapter.

2. If the retailer fails to demonstrate that the action complained of in the citation has been corrected to the satisfaction of the health department within five business days of the date the citation was issued, a violation will then be issued for the action complained of.

3. A violation is punishable by a fine of one hundred dollars (\$100.00) per day pursuant to Chapter 1.12, Section 1.12.010 of the municipal code of ordinances for each day that the action complained of was not corrected after the violation was issued, and such amount shall be paid to the health department within ten business days of demand.

4. If a second violation is issued within the same calendar year, in addition to the monetary fine payable, the tobacco marketing permit shall be suspended for a period of thirty-one (31) calendar days, or until the last day of the calendar month, whichever occurs first.

5. If a third violation is issued within the same calendar year, in addition to the monetary fine payable, the tobacco marketing permit shall be suspended for one hundred eighty (180) days, or until the last day of the calendar year, whichever occurs first.

6. If a retailer has received three or more violations in a calendar year, no tobacco marketing permit will be issued to such business for the next succeeding calendar year.

E. Violations of this chapter by an advertiser, marketer or promoter of tobacco products or promoting the use thereof, other than a retailer, shall be punishable by a fine of [one hundred dollars (\$100.00)] **one hundred and twenty-five dollars (\$125.00)** per day for each day that such violation continues beyond the tenth (10th) day after such violation is issued. (Ord. dated 3/15/99)



CITY OF BRIDGEPORT
CHIEF FINANCIAL OFFICER
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Bridgeport, Connecticut 06604
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BILL FINCH
Mayor

MICHAEL E. FEENEY
Chief Financial
Officer

COMM. # 208-07 Referred to Ordinance Committee (October 20, 2008)

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Michael E. Feeney, CFO 

Date: October 15, 2008

RE: **PROPOSED AMENDMENT TO CITY CODE CHAPTER 12
[STREETS, SIDEWALKS AND PUBLIC PLACES]**

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Please refer the attached proposed amendment to City Code Chapter 12 to the Ordinance Committee.

TEST  
CITY CLERK

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**COMM. #. 208-07**

**Chapter 12.08 STREET, SIDEWALK AND DRIVEWAY CONSTRUCTION AND  
MAINTENANCE**

**Article I In General**

**12.08.080 Sidewalk permit fee.**

There is established a fee of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)** for the issuance of a sidewalk permit from the public facilities office. (Ord. dated 12/21/92 § 75(f); Ord. dated 2/19/91 (part): prior code § 27-92.1)

**COMM. # 208-07**

**Chapter 12.08 STREET, SIDEWALK AND DRIVEWAY CONSTRUCTION AND  
MAINTENANCE**

**Article II Sidewalk, Curb, Gutter and Driveway Construction and Repair.**

**12.08.120 Contractor's license fee.**

The annual license fee for the license required by Section 12.08.090 shall be [fifty dollars (\$50.00)] **one hundred dollars (\$100.00)**. (Ord. dated 2/19/91 (part): prior code § 27-79)

**COMM. # 208-07**  
**Chapter 12.12 EXCAVATIONS**

**Article II Permits**

**12.12.110 Excavation permit for street openings where pavement is laid-Fee.**

A fee of [five dollars (\$5.00)] **twenty dollars (\$20.00)** for each excavation permit for combined sewers and a fee of [ten dollars (\$10.00)] **seventy-five dollars (\$75.00)** for each excavation permit for storm and sanitary sewers shall be paid to the director of public facilities for permits granted by him under Section 12.12.100. (Ord. dated 12/21/92 § 75(f); prior code § 27-63)

**COMM. # 208-07**  
**Chapter 12.12 EXCAVATIONS**

**Article II Permits**

**12.12.150 Public utility excavations-License fee.**

The annual fee for the license required by Section 12.12.120 shall be [twenty-five dollars (\$25.00)] **fifty dollars (\$50.00)**. (Prior code § 27-67)

**COMM. # 208-07**  
**Chapter 12.12 EXCAVATIONS**  
**Article II Permits**

**12.12.200 Public utility excavations-Permit fee.**

The fee for the permit required by Section 12.12.180 shall be [five dollars (\$5.00)]  
**thirty-five dollars (\$35.00)**. (Prior code § 27-72)

**COMM. # 208-07**

**Chapter 12.16 STREET AND SIDEWALK USE REGULATIONS**

**12.16.220 Permit to occupy portion of street-Fee.**

A fee of [ten dollars (\$10.00)] **thirty-five dollars (\$35.00)** shall be paid to the director of public facilities for the use of the city for each month or part thereof that any street or sidewalk shall be occupied or closed pursuant to the permit authorized by Section

12.16.210. (Ord. dated 12/21/92 § 75(f); prior code § 27-94)



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BILL FINCH  
Mayor

MICHAEL E. FEENEY  
Chief Financial  
Officer

COMM. # 209-07 Referred to Ordinance Committee (October 20, 2008)

## MEMORANDUM

**To:** Fleeta Hudson, City Clerk

**From:** Michael E. Feeney, Chief Financial Officer

**Date:** October 15, 2008

**RE: PROPOSED AMENDMENT TO CITY CODE CHAPTER 15  
[BUILDINGS AND CONSTRUCTION]**

Please refer the attached proposed amendment to City Code Chapter 15 to the Ordinance Committee.

ML:gc

ATTEST  
CITY CLERK

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COMM. # 209-07

Chapter 15.08 BUILDING PERMITS AND FEES

15.08.010 Building permit and related fees.

A. Generally, Chapter 1, Fees, of the State Building Code shall be complied with. Except as set forth in subsections F, G, H, I and J of this section relating to pending school building projects, building permit fees as set forth in subsections A, B, and C of this section shall be applicable to all permits issued by the building department. Fees shall not apply to permits issued for municipal work performed by municipal employees.

1. Where the value of work does not exceed five hundred dollars (\$500.00) a fee of [thirty dollars (\$30.00)] **thirty-five dollars (\$35.00)**; where the value of work exceeds five hundred dollars (\$500.00) but does not exceed one thousand dollars (\$1,000.00), a fee of [forty dollars (\$40.00)] **fifty dollars (\$50.00)**; plus an additional [twenty dollars (\$20.00)] **twenty-five dollars (\$25.00)** for each one thousand dollars (\$1,000.00) or fraction thereof in excess of one thousand dollars (\$1,000.00).

2. Fee Schedule.

| Cost of work in dollars | Fee permit                   |
|-------------------------|------------------------------|
| \$1 to 500              | [ \$30.00 ] <b>(\$35.00)</b> |
| 501 to 1,000            | [ 40.00 ] <b>(\$50.00)</b>   |
| 1,001 to 2,000          | [ 60.00 ] <b>(\$75.00)</b>   |
| 2,001 to 3,000          | [ 80.00 ] <b>(\$100.00)</b>  |
| 3,001 to 4,000          | [100.00] <b>(\$125.00)</b>   |
| 4,001 to 5,000          | [120.00] <b>(\$150.00)</b>   |
| 5,001 to 6,000          | [140.00] <b>(\$175.00)</b>   |
| 6,001 to 7,000          | [160.00] <b>(\$200.00)</b>   |
| 7,001 to 8,000          | [180.00] <b>(\$225.00)</b>   |
| 8,001 to 9,000          | [200.00] <b>(\$250.00)</b>   |
| 9,001 to 10,000         | [220.00] <b>(\$275.00)</b>   |
| Etc.                    |                              |

B. Replacement of Hot Water Heaters.

1. Gas, Electric and Oil-Fired. A flat fee of thirty dollars (\$30.00) for a permit to replace hot water heaters will be charged.

2. Electric and Oil-Fired, Wiring. A flat fee of [thirty dollars (\$30.00)] **thirty-five dollars (\$35.00)** for a permit for electrical wiring of all electric and oil-fired hot water heaters will be charged.

C. Certificate of Occupancy. A fee of [twenty-five dollars (\$25.00)] **one hundred dollars (\$100.00)** will be charged for a certificate of occupancy, and a fee of [five dollars (\$5.00)] **ten dollars (\$10.00)** will be charged for a duplicate certificate of occupancy.

D. BOCA Regulations. The building department shall apply the building officials and code administrators (BOCA) "permit fee schedule," published biannually, when

computing the value of construction work within the city. Also, any additional costs to the building department of the city necessary to satisfy state statutes shall be borne by the owner/applicant prior to the issuance of a building permit.

E. Penalty. To prevent unlawful construction, or to prevent the illegal use of occupancy of a building or structure, any company or owner found in violation will be fined two times the normal building fee as a penalty.

F. Generally, Chapter 1, Fees, of the State Building Code shall be complied with. Building permit fees as set forth in subsections F, G and H of this section shall be applicable to all permits issued by the building department for the fees relating to the construction and replacement projects of the West End School, North End School, South End School, Barnum School, Waltersville School, Newfield School and McKinley School. Fees shall not apply to permits issued for municipal work performed by municipal employees.

1. Where the value of work does not exceed five hundred dollars (\$500.00) a fee of twenty-five dollars (\$25.00); where the value of work exceeds five hundred dollars (\$500.00) but does not exceed one thousand dollars (\$1,000.00), a fee of thirty-two dollars (\$32.00); plus an additional sixteen dollars (\$16.00) for each one thousand dollars (\$1,000.00) or fraction thereof in excess of one thousand dollars (\$1,000.00).

2. Fee Schedule.

| Cost of work in dollars | Fee permit |
|-------------------------|------------|
| \$ 1 to 500             | \$ 25.00   |
| 501 to 1,000            | 32.00      |
| 1,001 to 2,000          | 48.00      |
| 2,001 to 3,000          | 64.00      |
| 3,001 to 4,000          | 80.00      |
| 4,001 to 5,000          | 96.00      |
| 5,001 to 6,000          | 112.00     |
| 6,001 to 7,000          | 128.00     |
| 7,001 to 8,000          | 144.00     |
| 8,001 to 9,000          | 160.00     |
| 9,001 to 10,000         | 176.00     |
| Etc.                    |            |

G. Replacement of Hot Water Heaters.

1. Gas, Electric and Oil-Fired. A flat fee of twenty-five dollars (\$25.00) for a permit to replace hot water heaters will be charged.

2. Electric and Oil-Fired, Wiring. A flat fee of twenty-five dollars (\$25.00) for a permit for electrical wiring of all electric and oil-fired hot water heaters will be charged.

H. Certificate of Occupancy. A fee of ten dollars (\$10.00) will be charged for a certificate of occupancy, and a fee of five dollars (\$5.00) will be charged for a duplicate certificate of occupancy.

I. BOCA Regulations. The building department shall apply the building officials and code administrators (BOCA) "permit fee schedule," published biannually, when

computing the value of construction work within the city. Also, any additional costs to the building department of the city necessary to satisfy state statutes shall be borne by the owner/applicant prior to the issuance of a building permit.

J. Penalty. To prevent unlawful construction, or to prevent the illegal use of occupancy of a building or structure, any company or owner found in violation will be fined two times the normal building fee as a penalty. (Ord. dated 3/6/06: Ord. dated 7/5/05: Ord. dated 8/5/02)

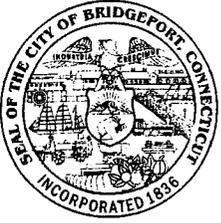
COMM. # 209-07

Chapter 15.12 HOUSING CODE

**15.12.280 Rooming houses and hotels License applications Display.**

A. Upon receipt of each application for the licensing of a rooming house, class I, rooming house, class II, or a hotel, either original or renewal, the housing code enforcement officer, chief of police, director of health, building officer and fire marshal of the fire department shall within seven days cause the premises to be inspected. He shall also transmit a copy of such application to the offices of planning and zoning. No license shall be issued until and unless the zoning enforcement officer has certified within seven days that the proposed use of the premises is a permitted use under the zoning regulations of the city. If the chief of police, zoning officer, director of health, building officer and fire marshal shall certify to the housing code enforcement officer that such premises comply with the terms thereof and other relevant ordinances, statutes and rules of the department of police, fire, health and zoning, the housing code enforcement officer shall, upon the payment of [thirty-five dollars (\$35.00)] **fifty dollars (\$50.00)** per structure plus five dollars (\$5.00) per room for rooming house, class I and rooming house, class II, and [seventy dollars (\$70.00)] **one hundred dollars (\$100.00)** per structure plus five dollars (\$5.00) per room for a hotel, issue a license to the applicant within fifteen (15) days after such certification. If either the chief of police, fire marshal, director of health, building officer and zoning officer certify to the housing code enforcement officer that the premises do not qualify for a license under this chapter, the application shall be denied. Each license shall expire one year from the date of its issuance unless sooner revoked in the manner herein provided.

B. Display of License. Each rooming house, class I, rooming house, class II, and hotel operator shall be responsible for plainly displaying the license granted to him under this chapter in a prominent place within such premises. (Ord. dated 7/5/05: Ord. dated 12/21/92 § 75(a); prior code § 16-38)



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BILL FINCH  
Mayor

MICHAEL E. FEENEY  
Chief Financial  
Officer

COMM. # 210-07 Referred to Ordinance Committee (October 20, 2008)

## MEMORANDUM

**To:** Fleeta Hudson, City Clerk

**From:** Michael E. Feeney, CFO *ML:gc*

**Date:** October 15, 2008

**RE:** PROPOSED AMENDMENT TO CITY CODE TITLE 10  
[VEHICLES AND TRAFFIC]

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Please refer the attached proposed amendment to City Code Title 10 to the Ordinance Committee.

ATTEST  
CITY CLERK

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COMM. # 210-07

Chapter 10.12 STOPPING, STANDING AND PARKING GENERALLY

**10.12.010 Restrictions on stopping or parking generally Violations Penalties Exemption.**

A. Violations. No person driving or controlling a vehicle shall stop or cause or permit the same to be stopped or parked:

1. Beyond the legal parking time established for such area or parked overtime in any parking meter space;
2. More than twelve (12) inches from the curb;
3. Upon or obstruct any crossing of any street;
4. Within the intersection of any street;
5. Within twenty-five (25) feet of any intersection or a marked crosswalk;
6. Within twenty-five (25) feet of a duly erected stop sign;
7. So to obstruct a driveway;
8. On a public sidewalk and/or any other portion (including, but not limited to, the curb and the grassy or dirt strip between the curb and the paved portion of the sidewalk) of the city's right-of-way other than the paved portion of the street;
9. So to obstruct the free movement of traffic and/or constitute a traffic hazard;
10. Within a designated handicapped parking space and who does not display an official state handicapped parking permit on their vehicle;
11. Within an established bus stop zone;
12. Within a fire zone marked "No Parking Fire Zone Tow Away Zone" and
13. Within ten feet of a hydrant.

B. Penalty. Any person who shall receive a notice from the police department of the city to appear at the office of police headquarters to the effect that his vehicle was parked in violation of this section shall pay to the clerk of the police department the following sums:

1. Beyond the legal parking time established for such area or parked overtime in any parking meter space, [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**;
2. More than twelve (12) inches from the curb, [twenty dollars (\$20.00)] **thirty dollars (\$30.00)**;
3. Upon or obstruct any crossing of any street, [thirty dollars (\$30.00)] **forty dollars (\$40.00)**;
4. Within the intersection of any street, [thirty dollars (\$30.00)] **forty dollars (\$40.00)**;
5. Within twenty-five (25) feet of any intersection or a marked crosswalk, [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**;
6. Within twenty-five (25) feet of a duly erected stop sign, [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**;
7. So to obstruct a driveway, [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**;
8. On a public sidewalk, [forty dollars (\$40.00)] **fifty dollars (\$50.00)**;
9. So to obstruct the free movement of traffic and/or constitute a traffic hazard, [forty-five dollars (\$45.00)] **fifty-five dollars (\$55.00)**;
10. Within a designated handicapped parking space and who does not display an official state handicapped overtime parking permit on their vehicle, [ninety dollars (\$90.00)] **one hundred and fifteen dollars (\$115.00)**;

11. Within an established bus stop zone, [thirty-five dollars (\$35.00)] **forty-five dollars (\$45.00)**;

12. Within a fire zone marked "No Parking Fire Zone Tow Away Zone," [forty-five dollars (\$45.00)] **fifty-five dollars (\$55.00)**;

13. Within ten feet of a hydrant, [sixty dollars (\$60.00)] **seventy dollars (\$70.00)**.

C. Additional Penalty. In the event any person fails to comply within fourteen (14) days from the date of issuance thereof, such person shall pay an additional sum as indicated in this subsection:

1. A violation of [twenty dollars (\$20.00)] **thirty dollars (\$30.00)** increases to forty dollars (\$40.00) per violation;

2. A violation of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)** increases to [fifty dollars (\$50.00)] **seventy dollars (\$70.00)** per violation;

3. A violation of [thirty dollars (\$30.00)] **forty dollars (\$40.00)** increases to [sixty dollars (\$60.00)] **eighty dollars (\$80.00)** per violation;

4. A violation of [thirty-five dollars (\$35.00)] **forty-five dollars (\$45.00)** increases to [seventy dollars (\$70.00)] **ninety dollars (\$90.00)** per violation;

5. A violation of forty dollars (\$40.00) increases to eighty dollars (\$80.00) per violation;

6. A violation of [forty-five dollars (\$45.00)] **fifty-five dollars (\$55.00)** increases to [ninety dollars (\$90.00)] **one hundred and ten dollars (\$110.00)** per violation;

7. A violation of [fifty dollars (\$50.00)] **seventy dollars (\$70.00)** increases to [one hundred dollars (\$100.00)] **one hundred and forty dollars (\$140.00)** per violation;

8. A violation of [sixty dollars (\$60.00)] **seventy-five dollars (\$75.00)** increases to [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** per violation;

9. A violation of [ninety dollars (\$90.00)] **one hundred and fifteen dollars (\$115.00)** increases to [one hundred dollars (\$100.00)] **two hundred and thirty dollars (\$230.00)**.

D. Exemption. A vehicle shall not be in violation of this section which has become disabled to such an extent that it is impossible or impracticable to remove it, may be permitted to so remain for a reasonable time for the purpose of making repairs thereto or of obtaining sufficient assistance to remove it. Nothing in this section shall be construed to prohibit a vehicle from stopping or being held stationary by any police officer in an emergency to avoid accident or to give the right-of-way to any vehicle or pedestrian as provided by law. (Ord. dated 7/5/05; Ord. dated 6/6/05; Ord. dated 10/2/00; Ord. dated 5/15/89; prior code § 20-31)

**COMM. # 210-07**

**Chapter 10.12 STOPPING, STANDING AND PARKING GENERALLY**

**10.12.060 Nighttime parking Penalties.**

A. Any person who shall receive a notice from the police department of the city to appear at the office of police headquarters to the effect that his vehicle was parked in violation of Sections 10.12.030 through 10.12.050 of this chapter, except for subsection B of this section, shall pay to the clerk of the police department the sum of [twenty dollars (\$20.00)] **thirty dollars (\$30.00)**.

B. Any person, firm, corporation, partnership or association which has registered in his or its name any tractor with trailer, tractor, or any commercial vehicle which weighs ten thousand (10,000) pounds or more excluding its load which was parked in violation of Sections 10.12.030 through 10.12.050 of this chapter, who shall receive a notice from the police department of the city to appear at the office of police headquarters to the effect that his vehicle was parked contrary to those sections shall pay the clerk of the police department the sum of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)**.

C. In the event any person, firm, corporation, partnership or association fails to comply within fourteen (14) days from the date of issuance thereof, such person shall pay an additional sum as indicated herein:

1. A violation of [twenty dollars (\$20.00)] **thirty dollars (\$30.00)** increases to [forty dollars (\$40.00)] **sixty dollars (\$60.00)** per violation.
2. A violation of [twenty-five dollars (\$25.00)] **thirty-five dollars (\$35.00)** increases to [fifty dollars (\$50.00)] **seventy dollars (\$70.00)** per violation.
3. A violation of [ninety-five dollars (\$95.00)] **one hundred and fifteen dollars (\$115.00)** increases to [one hundred dollars (\$100.00)] **one hundred and fifty dollars (\$150.00)** per violation. (Ord. dated 7/5/05: prior code § 20-36)

COMM. # 210-07

**Chapter 10.12 STOPPING, STANDING AND PARKING GENERALLY**

**10.12.080 Illegal parking in a bus zone.**

A. No person driving or controlling a vehicle shall stop or park or cause or permit the same to be stopped or parked within an established bus stop zone.

B. Violators of this section shall be fined [twenty-five dollars (\$25.00)] **forty-five dollars (\$45.00)** payable to the department of police within fourteen (14) days. Violators who fail to pay within this period shall be fined an additional penalty of [fifteen dollars (\$15.00)] **forty-five dollars (\$45.00)**. (Prior code § 20-39)

COMM. # 210-07

**Chapter 10.12 STOPPING, STANDING AND PARKING GENERALLY**

**10.12.090 Parking unlocked motor vehicles.**

A. It is unlawful for any person operating or in charge of a motor vehicle to leave it unattended on any street, alley, used car lot or unattended parking lot without stopping the engine, locking the ignition and removing the keys.

B. Whenever any police officer of the city shall find any motor vehicle standing in violation of the foregoing conditions, he shall remove the keys and deliver such keys to the officer in charge at police headquarters to be held for and returned to such operator. The officer shall attach to the vehicle a tag stating where the keys may be claimed, and a duplicate of such tag shall be attached to the keys.

C. The registered owner of a vehicle found in violation of this section shall be presumed to be responsible for any such violation.

D. Any person violating this section shall be fined [fifteen dollars (\$15.00)] **thirty dollars (\$30.00).** (Prior code § 21-21)

COMM. # 210-07  
Chapter 10.20 TOWING

10.20.060 Qualified towers-General requirements.

A. Must have state of Connecticut used or new car dealer license or state of Connecticut motor vehicle repairer's license pursuant to Connecticut General Statutes Section 14-66.

B. Place of business must be located within boundaries of the city and must be in compliance with all pertinent state and local laws and regulations.

C. All principles of a tower and changes in ownership or registration thereto shall be identified and set forth in writing to the chief of police within twenty-four (24) hours.

D. Tower must pay [two thousand dollars (\$2,000.00)] **two thousand seven hundred and fifty dollars (\$2,750.00)** by certified or cashier check to the city as a nonrefundable fee together with its application. (Ord. dated 3/2/92 § 6.1)

COMM. # 210-07  
Chapter 10.20 TOWING

10.20.140 Fees.

A. Fees for towing and storing any vehicle pursuant to these regulations shall not exceed those rates set by the State Commissioner, Department of Motor Vehicles. Approved towing rates shall be posted in accordance with the regulations of the Department of Motor Vehicles ("DMV"). Vehicles will be stored in accordance with DMV regulations.

B. In addition, the tower, together with collecting its own towing and storage fees, will collect for the city and pay to the city within ten days of collection an administrative fee of [fifteen dollars (\$15.00)] **twenty five dollars (\$25.00)** per tow. (Ord. dated 3/2/92 § 7.0)

COMM. # 210-07

Chapter 10.26 MUNICIPAL ACCIDENT TOWERS

10.26.060 Qualified towers-General requirements.

A. Must have state of Connecticut used or new car dealer license or state of Connecticut motor vehicle repairer's license pursuant to Connecticut General Statutes Section 14-66.

B. Place of business, including storage lots, must be located within the boundaries of the city and must be in compliance with all pertinent state and local laws and regulations.

C. All principles of a tower and changes in ownership or registration thereto shall be identified and set forth in writing to the chief of police within twenty-four (24) hours.

D. Tower must pay [three hundred sixty-five dollars (\$365.00)] **four hundred and fifty dollars (\$450.00)** by certified or cashier check to the city as a nonrefundable fee together with its application. (Ord. dated 9/21/99)

**\*172-07 Consent Calendar**

Grant Submission: Urban Crime and Community Safety Grant Program.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: October 20, 2008**

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



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

*City Clerk*

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Approved \_\_\_\_\_

*Mayor*

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# City of Bridgeport, Connecticut

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

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

**\*172-07 Consent Calendar**

**Whereas**, the Connecticut Office of Policy and Management, Criminal Justice Policy and Planning Division is authorized to extend financial assistance to municipalities in the form of grants; and,

**Whereas**, this funding has been made possible through the Urban Crime and Community Safety Grant Program; and,

**Whereas**, the City of Bridgeport will expend funds to enhance existing crime prevention programs that the city currently offers; and,

**Whereas**, funds under this grant will be used to augment the officer foot patrols in high crime areas; hold a Crime Prevention Fair; augment summer basketball camp and martial arts program; and,

**Whereas**, it is desirable and in the public interest that the City of Bridgeport, submit an application to the Connecticut Office of Policy and Management, Criminal Justice Policy and Planning Division in an amount not to exceed \$75,000; 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 Connecticut Office of Policy and Management, Criminal Justice Policy and Planning Division for funds to address crime prevention and intervention among youth.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Connecticut Office of Policy and Management, Criminal Justice Policy and Planning Division to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



Report of Committee on Public Safety and Transportation  
**\*172-07 Consent Calendar**

-2-

Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

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

Co-Chair

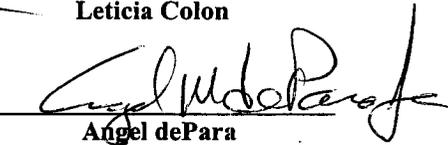
  
Richard Bonney

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

  
Michelle A. Lyons

Co-Chair

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

  
Angel dePara

\_\_\_\_\_  
Andre F. Baker, Jr.

City Council Date: 10/20/2008

**\*173-07 Consent Calendar**

Grant Submission: US Department of Emergency Management & Homeland Security, Emergency Operations Center Grant Program.

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**Report  
of  
Committee  
on**

**Public Safety and Transportation**

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**Submitted: October 20, 2008**

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

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



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

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

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

**\*173-07 Consent Calendar**

**Whereas**, the U.S. Department of Homeland Security, is authorized to extend financial assistance to municipalities in the form of grants; and,

**Whereas**, this funding has been made possible through the Emergency Operations Center Grant Program; and,

**Whereas**, the City of Bridgeport will purchase and install Hurricane and Blast shutters for the nearly completed EOC facility; and,

**Whereas**, funds under this grant will be used to purchase and install Hurricane and Blast shutters for (22) windows and (5) doors of the new facility; and,

**Whereas**, it is desirable and in the public interest that the City of Bridgeport, submit an application to the U.S. Department of Homeland Security in an amount not to exceed \$88,920; 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 U.S. Department of Homeland Security for funds to prepare our public safety facility for worse case scenarios.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the U.S. Department of Homeland Security, to provide such additional information and to execute and administer such other contracts and documents as maybe necessary to execute this program.



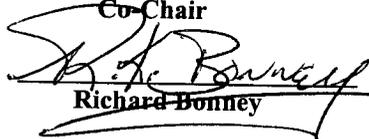
Report of Committee on Public Safety and Transportation  
\*173-07 Consent Calendar

-2-

Respectfully submitted,  
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

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

Co-Chair

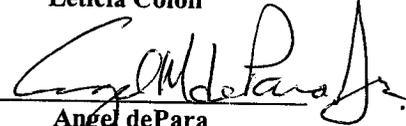
  
Richard Bonney

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

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

Co-Chair

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

  
Angel dePara

\_\_\_\_\_  
Andre F. Baker, Jr.

City Council Date: 10/20/2008

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328



CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Salvatore C. DePiano

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Melanie J. Howlett  
Russell D. Liskov  
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Kathleen Pacacha

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COMM. # 211-07 Referred to Ordinance Committee (OFF THE FLOOR 10/20/2008)

MEMORANDUM

**TO: Ann Murray, Assistant City Clerk**

**From: Melanie J. Howlett, Associate City Attorney**

**Date: October 20, 2008**

**Re: Proposed Amendments to Chapter 8.68.060 Merchant's duty to keep sidewalk clean**

Attached please find proposed amendments the Chapter 8.68.060 Merchant's duty to keep sidewalk clean. Please add this matter to the Agenda of the Regular Meeting of the City Council for referral to the Ordinance Committee.

If there are any questions regarding this matter, please do not hesitate to contact me.

RECEIVED  
CITY CLERKS OFFICE  
08 OCT 21 AM 9:07  
ATTEST  
CITY CLERK

**PROPOSED AMENDMENT**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances Chapter 8.68 Littering, Section 8.68.060 Merchants duty to keep sidewalks clean, is hereby amended to add new paragraph: 8.68.070 Exemption:

8.68.060 Merchants' duty to keep sidewalks clean.

No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the city shall keep the sidewalk in front of their business premises free of litter

Additionally, all merchants that sell edible commodities, i.e. food, drinks, ice cream, confections or other items for immediate consumption shall provide a trash container on the premises immediately outside the main entrance of the business to be used by the patrons of their business for disposing of trash, litter, garbage and other waste connected with the operation of their business. This container shall be of an appropriate design, determined by the Director of Public Facilities or his designee, and shall be emptied regularly by the merchant. Any person violating this section shall be subject to a fine of ninety dollars (\$90.00). Placement of the can must conform with requirements set forth in the ADA regulations regarding clear pathways. (Prior code § 14-190)

**NEW:**

**8.68.070 Exemption:**

**Any merchant required to place a trash container at their business in accordance with Section 8.68.060, above, shall be exempt from this responsibility if the City has placed a trash and recycling/marketing container at or near said business, in accordance with the City Trash and Recycling Container/Marketing Agreement and the order of the Director of Public Facilities or his/her designee.**

APPROVED BY THE  
BRIDGEPORT CITY  
COUNCIL ON:

May 7, 2007

ATTEST:

FLEETA C. HUDSON  
CITY CLERK

APPROVED BY MAYOR  
JOHN M. FABRIZI  
ON:

May 7, 2007

ATTEST:

JOHN M. FABRIZI  
MAYOR

PUBLISHED IN  
CONNECTICUT  
POST ON:

ATTEST:

FLEETA C. HUDSON  
CITY CLERK

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
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COMM. # 212-07 Referred to Ordinance Committee (10/20/2008 OFF THE FLOOR)

**MEMORANDUM**

**TO: Ann Murray, Assistant City Clerk**

**From; Melanie J. Howlett, Associate City Attorney**

**Date: October 20, 2008**

**Re: Proposed Amendments to Chapter 8.76 Anti-blight Program**

Attached please find proposed amendments the Chapter 8.76 Anti-blight Program. Please add this matter to the Agenda of the Regular Meeting of the City Council for referral to the Ordinance Committee.

If there are any questions regarding this matter, please do not hesitate to contact me.

RECEIVED  
CITY CLERKS OFFICE  
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CITY CLERK

## **PROPOSED AMENDMENTS**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 8.76 – Anti-Blight Program is hereby amended as follows: Section 8.76.050 Anti-blight administrative procedures. Subsection A as to the membership of the Anti-blight Committee; Section 8.76.050 Subsection B, 1. Fines for Blight, as to the elimination of the need for a certified letter; and Section 8.76.051 Special Assessments, Subsection 5) the italics are removed.

### **Chapter 8.76**

#### **ANTI-BLIGHT PROGRAM**

##### **Sections:**

- 8.76.010 Declaration of policy.**
- 8.76.020 Definitions.**
- 8.76.030 Prohibition against creating or maintaining blighted premises.**
- 8.76.040 Enforcement.**
- 8.76.050 Anti-blight administrative procedures.**

##### **Section 8.76.010 Declaration of policy.**

It is found and declared that there exists within the city a large number of real properties which contain vacant and/or blighted buildings, and/or properties and/or vacant parcels that are poorly maintained, and that the existence of such poorly maintained properties and/or vacant parcels, and/or vacant and/or blighted buildings contributes to the decline of neighborhoods. It is further found that the existence of poorly maintained properties and/or vacant parcels, vacant and/or blighted buildings adversely affects the economic wellbeing of the city and is inimical to the health, safety and welfare of the residents of the city. It is further found that many of the vacant and/or blighted buildings can be rehabilitated, reconstructed or reused so as to provide decent, safe and sanitary housing and ancillary commercial facilities, and that such rehabilitation, reconstruction and reuse would eliminate, remedy and prevent the adverse conditions described. It is further found that the abatement of the blight of poorly maintained properties and/or vacant parcels is a benefit to the health, safety and welfare of the residents of the city.

##### **Section 8.76.020 Definitions.**

For the purposes of this chapter, the following words and terms shall have the meanings respectively ascribed as follows:

"Blighted premises" means any building or structure, or any portion of a building or structure that is a separate unit, or any vacant parcel, in which at least one of the additional following conditions exist:

1. It is determined by the city that existing conditions pose a serious or immediate danger to the community; i.e. a life threatening condition or a condition, which puts at risk the health or safety of citizens of the city;

2. It is not being maintained; the following factors may be considered in determining whether a structure or building is not being maintained: missing or boarded windows or doors; a collapsing or missing wall, roof or floor; siding that is seriously damaged or missing; fire damages; a foundation that is structurally faulty; or garbage, trash or cars that are abandoned, unregistered, or inoperable for more than thirty (30) days visibly situated on the premises (unless the premises is a legal junk yard) for more than thirty (30) days as set forth in Section 3-7-3 of the Regulations of the Planning and Zoning Commission, and/or cars are illegally parked on the property in violation of the zone standards in the zones set forth in Sections 4-2-3, 4-3-3, 4-4-3, 5-2-3, 5-3-3, 6-2-3, 6-3-3, 6-6-3, and 6-7-3 of the Regulations of Planning & Zoning Commission, or that the outside of the property is not being maintained in accordance with the standards set forth in Section 8.76.020.8 of this chapter;

3. It is becoming dilapidated;
4. It is attracting illegal activity;
5. It is a fire hazard;
6. It is a factor that is materially depreciating property values in the neighborhood because of its poorly maintained condition;
7. It is a factor creating a substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the building or of other premises within the neighborhood.
8. The outside of the building and/or the property fails to meet the standards set forth below:
  - A. The exterior and areas exposed to public view of all commercial and residential property and premises shall be kept free from deterioration and shall be in a good state of repair. The property shall be maintained so that they reflect a reasonable level of maintenance in keeping with the standards of the community and not constitute a blighting factor for adjoining property owners, or an element leading to the progressive deterioration of the neighborhood. Such maintenance of the outside of the property shall include, without limitation, the following:

1. All surfaces shall be maintained free of broken glass, crumbling stone or brick or other condition reflective to deterioration or inadequate maintenance.
2. The maintenance and appearance of the grounds and yards of premises shall be such that they reflect the level of upkeep of surrounding premises and properties. This shall include but not be limited to grass that has been allowed to go to seed, severely overgrown bushes and trees, dead trees and trash, rubbish, and dilapidated equipment or abandoned vehicles on the grounds. All equipment is to be in good working condition. This shall also include no illegal parking of cars as set forth in Section 8.76.020.2, above.
3. No dumpster or other refuse container usually used on a construction site may be kept in a residential area unless a construction or improvement project, which may include the disposal of household items, is to commence within two (2) weeks of the installation of a dumpster or it has been within two (2) weeks of the completion of the project, for a total time frame not to exceed thirty (30) days. A permit is required from the Director of Public Facilities for the placement of a dumpster for the purpose set forth in item 3, above, in the public right of way. The Enforcement Officer may take into account other information it deems relevant in determining whether a dumpster is improperly placed.
4. Nothing herein shall be construed to authorize any encroachment on streets, sidewalks or other parts of the public domain.

"Development administrator" means the director of planning and economic development of the city.

"Dilapidated" means a building or structure which has been vacant for a period of sixty (60) days or longer and/or is run down.

"Enforcement Officer" means the city health director or his/her designee(s), the city housing code enforcement officer(s) or his/her designee, or any city employee, who has statutory authority to enter onto private property for the purpose of inspecting said property, and is appointed by the Mayor to issue fines for violations of this chapter.

"Legal occupancy" means occupancy that is legal by virtue of compliance with state building, state fire safety, local zoning, housing codes and all other pertinent codes, which habitation must be substantiated by a bona fide lease agreement, a rent receipt or a utility statement.

"Neighborhood" means an area of the city comprised of all premises or parcels of land any part of which is within an area encompassing no less than six hundred (600) and no more than seven hundred and fifty (750) acres within the city.

"Unit" means any space within a building that is or can be rented by or to a single person, household or entity for his/her or its sole use, and is intended to be a distinct space.

"Vacant" means a period of sixty (60) days or longer during which a building or a portion thereof is not legally occupied.

"Vacant parcel" means a parcel of land with no structures thereon. (Ord. dated 11/4/91 (part): prior code § 16-201) above. (Ord. dated 11/4/91 (part): prior code § 16-

**Section 8.76.030 Prohibition against creating or maintaining blighted premises.**

Any owner of real property in the city shall not cause or allow blighted premises to be created, nor shall any owner allow the continued existence of blighted premises.

**Section 8.76.040 Enforcement.**

A. The development administrator shall cause regular inspections of certain of the blighted premises to be referred to Enforcement Officer for the purpose of documenting continuous blight and additionally; may cause to be imposed a penalty of not more than one hundred dollars (\$100.00) for each day that building or structure or unit or part thereof, is in violation of this chapter, except for persons described in Section 8.76.050B5 of this chapter. Each day that a building or structure or unit or part thereof, is in violation of this chapter shall constitute a separate offense. The development administrator, or his or her designee, shall notify the owner of the penalty in accordance with the procedures set forth in Section 7-152c of the General Statutes of Connecticut. All fines imposed for violations of this section shall be paid to a revolving fund maintained by the city. If at a later date a Connecticut General Statute is amended or passed permitting the city to place a lien as a security for the penalty then the development administrator is empowered to notify the office of the City Attorney to place said lien in the same manner as specified for placing fines. The development administrator may waive and release said penalties and liens in the event the city acquires the property or at the time of the sale of the blighted premises if, in his/her

opinion, it is determined that the buyer has the financial ability, and the intention to immediately rehabilitate said blighted premises, but said penalties and liens may be reinstated if the rehabilitation of said premises does not in fact occur. Notwithstanding the Hearing Procedure set forth in Section E, below, at any time after a property owner receives notice of a possible violation of this Ordinance, but before an assessment of penalty has been imposed by the Hearing Officer pursuant to the procedures set forth in Section E, below, any property owner who has filed an appeal of a penalty for violation of this ordinance may petition the Anti-blight Committee for approval of a plan to bring the property into compliance with said Ordinance. The Committee may accept submission of credible documentation of a plan to cure the violation and financing for said plan from the property owner and may make a recommendation to the Hearing Officer that additional time be granted to the property owner to cure said violation in lieu of an assessment of penalties for violation of the ordinance being imposed at this time.

B. Violators of this chapter shall have the right to appeal within fifteen (15) days from the date of the imposition of the fines. Payment of fines shall be stayed until the appeal has been heard and ruled on by the hearing officer. If dissatisfied with the findings, the violator may appeal to Superior Court in accordance with Section 152c of the General Statutes of Connecticut.

C. The mayor shall appoint one or more hearing officer(s) (the "officer").

D. The Officer(s) shall not be a police officer, or employees or persons who issue citations or fines, or a person employed by any department, which comprises the anti-blight or condemnation committee. Officer(s) shall serve for a term of two years or part thereof, which term shall commence from date of approval by the common council and shall end on December 31st of every even year. Officer(s) may be compensated by the city with the funds appropriated for this purpose as recommended by the mayor.

E. Hearing Procedure.

1. In scheduling formal appeal hearings, the violator shall be notified by mail of the place and time of the hearing. Such notice shall be provided at least fifteen (15) days but not more than thirty (30) days prior to the scheduled hearing date.

2. The procedure for the hearing shall be informal as to the rules of evidence, but testimony shall be taken under oath or affirmation.

3. In considering an appeal, the hearing officer may consider all relevant facts and circumstances and may require personal appearance of the violator and the Enforcement Officer if the presence of said Enforcement Officer is requested in writing in accordance with Section 7-152(c) of the General Statutes of Connecticut. The Hearing Officer may waive fines as of the date the property owner commenced, or caused to be commenced, the abatement of the violation, through the date the violation is actually cured, for good cause shown, or in instances where the abatement of the violation was delayed due to weather conditions, or other acts of Nature. If the violation is not cured at the time of the appeal hearing, the Hearing Officer may also suspend the issuance of

additional fines if it is found that the property owner cannot maintain a reasonable level of upkeep of the owner-occupied residence because the individual is elderly or disabled and no capable person resides in the residence, to give the person adequate time to correct the problem. The Hearing Officer may also waive all fines for property owners who qualify for financial assistance to cure the violations.

F. Take the necessary steps to acquire the blighted premises pursuant to the Urban Homesteading Act, Connecticut General Statute Sections 8-169(o) et seq. as it may be amended from time to time.

G. Take necessary steps to pursue tax foreclosure on those properties owing back taxes to the city. (Ord. dated 11/4/91 (part): prior code § 16-203) (Ord. dated 11/4/9.)

H. Take the necessary steps to refer blighted properties that are in violation of the property maintenance standards set forth in Section 8.76.20.8 to Department of Housing and Community Development (DHCD) for rehabilitation and the abatement of said violations, if eligible, through an appropriate rehabilitation program as resources permit.

Section 8.76.050 Anti-blight administrative procedures.

A. The development administrator shall convene an anti-blight committee consisting of the director of [DHCD] **the Anti-blight Division**, the director of office of planning and economic development **or his/her designee**, the fire chief or his/her designee, the local fire marshal, the director of health, the municipal building official, the tax collector, and may require the assistance of any other city staff as deemed appropriate by the committee.

B. The development administrator shall produce an annual list of blighted buildings and/or vacant parcels that are poorly maintained. The anti-blight committee shall add any blighted buildings and/or vacant parcels that are poorly maintained as defined in this chapter that they are aware of to this list. The anti-blight committee shall review the list of blighted buildings, and/or vacant parcels that are poorly maintained, and select those properties for which specific strategies may be developed. Strategies may include:

1. Fines for Blight.
  - a. The development administrator through the Enforcement Officer shall conduct regular inspections to document that the blight persists. The anti-blight committee may refer blighted buildings and/or vacant parcels that are poorly maintained that have been fined in accordance with the anti-blight ordinance codified in this chapter, and whose owner has not appealed the fine to a Hearing Officer, to the city attorney's office for a **[certified]** letter to be sent to the owner regarding unpaid fines as provided for in this chapter. If the fine remains unpaid for thirty (30) days, the city attorney's office shall petition the Hearing Officer for an assessment in the amount of the unpaid fines, plus collection costs including attorney's fees, in accordance with the procedures set forth in Section 7-152c of the General Statutes of Connecticut. The development administrator, or her/his designee shall within thirty (30) days work with the city attorney to convert the unpaid assessment that have not been appealed, and any assessment of fines issued by the Hearing Officer following an appeal hearing held pursuant to Section 7-152c of the General Statutes of Connecticut, to liens and initiate foreclosure or institute legal proceedings to collect the fines.
  - b. Once foreclosure is complete, the anti-blight committee shall dispose of the properties in a timely manner through the Bridgeport redevelopment agency.
2. Tax Foreclosure.
  - a. The committee may refer blighted buildings and/or vacant parcels that are poorly maintained to be taken by tax foreclosure to the city attorney for assignment to an outside legal firm hired by the city to do tax foreclosures. The city attorney shall keep the anti-blight committee informed on a quarterly basis as to the status of foreclosures of referred buildings.
  - b. Once foreclosure is complete, the anti-blight committee shall determine how to dispose of the properties in a timely manner.
3. Rehabilitation. The committee may refer blighted buildings that are suitable for rehabilitation to DHCD for acquisition and rehabilitation through the urban home-steading program or other appropriate rehabilitation programs as resources permit. (Ord. dated 12/21/92 § 75(b); Ord. dated 11/4/91 (part): prior code § 16-204)(part): prior code § 16-

a. The committee may refer blighted properties that are in violation of the property maintenance standards set forth in Section 8.76.20.8 to DHCD for the abatement of said violations through an appropriate rehabilitation program as resources permit. The abatement of said violations by the city may occur upon: a written complaint of any person having an interest in said property in accordance with Section 19a-210 of the General Statutes of Connecticut; or the permission of the property owner, or the issuance of a Court Order in accordance with Section 19a-206 of the General Statutes of Connecticut; the procedures for any tenement, lodging or boarding house or property upon which buildings are situated as set forth in Section 47a-53 of the General Statutes of Connecticut, when appropriate. The development administrator shall work with the city attorney to convert the cost of abatement of said violations to liens and institute all legal proceedings necessary to collect said costs from the property owner(s).

b. Special Consideration. Special consideration shall be given to individuals that are elderly or disabled in the city's effort to correct blighted conditions. If it is found by the Enforcement Officer that the property owner can not maintain a reasonable level of upkeep of the owner-occupied residence because the individual is elderly or disabled and no capable person resides in the residence, the Enforcement Officer shall suspend fines to give the person adequate time to correct the problem. Except as noted below, where the individual is a low-income individual and owns and occupies a residence that is designated as blighted, the Enforcement Officer shall give special consideration to the person by providing adequate time to correct the problem. If items designated as blighted have to do with lawn and shrub maintenance, painting and keeping grounds free from rubbish and debris, the Enforcement Officer will not provide additional time to correct the problem.

#### Section 8.76.051 Special Assessments

The Mayor shall appoint six (6) taxpayers of the City to a Special Assessment Committee to determine the following:

- 1) The fiscal effect of a special assessment on the revenue of the City;
- 2) Identification of properties that may be subject to special assessment;
- 3) The amount of property tax generated by said properties and the cost to the City of code enforcement of such properties, including costs for police and fire personnel;
- 4) Recommendations with respect to the form and extent of any assessment; and
- 5) The standards for imposition of the assessment.

The six (6) taxpayers on the new Committee must include a landlord, the tax assessor, representatives from Zoning, Health, Housing, Fire and other safety code compliance of private property, i.e. the Building Department. *[With the exception of the Tax Assessor, members of the Committee shall also be residents of the City.]* **With the exception of the Tax Assessor, members of the Committee shall also be residents of the City.** In determining the standards the Committee must consider the number of outstanding health and housing and safety violations for the property, the number of times the health, housing and safety personnel have had to inspect the property and the cost to the City to enforce code compliance on the property.

The Committee shall prepare a Report for the City Council within sixty (60) days of its appointment. Once the Report has been submitted for review the City Council shall determine whether to authorize the establishment of a new ordinance for the issuance of special assessments to property owners based on the cost to the City of code inspections and enforcement, including fire and police personnel, the cost to provide notice to the property owners to cure blight, housing, health or safety code violations. The ordinance established must provide for notice to the owners and a time period to cure the violation before the fine is imposed and the assessment is issued, and the appeal rights of the property owner.

APPROVED BY THE  
BRIDGEPORT CITY  
COUNCIL ON:

July 2, 2007

ATTEST:

FLEETA C. HUDSON  
CITY CLERK

APPROVED BY MAYOR  
JOHN M. FABRIZI  
ON:

July 2, 2007

ATTEST:

JOHN M. FABRIZI  
MAYOR

PUBLISHED IN  
CONNECTICUT  
POST ON:

July 19, 2007

ATTEST:

FLEETA C. HUDSON  
CITY CLERK

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328



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COMM. # 213-07 Referred to Ordinance Committee (October 20, 2008 OFF THE FLOOR)

MEMORANDUM

**TO: Ann Murray, Assistant City Clerk**

**From; Melanie J. Howlett, Associate City Attorney**

**Date: October 20, 2008**

**Re: Proposed Amendments to Chapter 15.12.410 Board of Condemnation**

Attached please find proposed amendments the Chapter 15.12.410 Condemnation Board. Please add this matter to the Agenda of the Regular Meeting of the City Council for referral to the Ordinance Committee.

If there are any questions regarding this matter, please do not hesitate to contact me.

RECEIVED  
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08 OCT 21 AM 9:07  
ATTEST  
CITY CLERK

## PROPOSED AMENDMENT

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 15.12 – Housing Code is hereby amended as follows: Amended Section 15.12.410 Board of Condemnation Continued as to membership of Board

### **Section 15.12.410 Board of condemnation continued.**

There shall continue to be a board of condemnation which shall consist of the municipal building official, chief of the fire department or his/her designee, the director of planning and economic development or his/her designee, the tax collector and director of health. (Ord. dated 12/21/92 § 75(b); prior code § 16-51)

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

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Bridgeport, Connecticut 06604-4328



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COMM.# 214-07 Ref'd to Public Safety and Transportation Committee on 10/20/08  
(OFF THE FLOOR)

MEMORANDUM

TO: Ann Murray, Assistant City Clerk

From: Melanie J. Howlett, Associate City Attorney

Date: October 20, 2008

Re: Proposed Agreement between the City of Bridgeport and Creative Outdoor Advertisements of America, Inc. for a Trash and Recycling Container/Marketing Program, on Public Right-of-Ways

Attached please find a proposed Agreement between the City of Bridgeport and Creative Outdoor Advertisements of America, Inc. for a Trash and Recycling Container/Marketing Program. Please add this matter to the Agenda of the Regular Meeting of the City Council for referral to the Public Safety and Transportation Committee.

If there are any questions regarding this matter, please do not hesitate to contact me.

RECEIVED  
CITY CLERKS OFFICE  
03 OCT 21 AM 9:06  
CITY CLERK

DRAFT

THIS AGREEMENT is made effective the \_\_\_\_ of December, 2008, by and between the City of Bridgeport, Connecticut, (hereinafter referred to as the "CITY"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Mayor, Bill Finch, duly authorized by the City Council of the City of Bridgeport and the Parks Commission of the City of Bridgeport, and Creative Outdoor Advertising of America, Inc., (hereinafter referred to as the "COA") a corporation organized and existing under the laws of Florida, acting herein by Peter C. Gray, its Municipal Affairs Manager, duly authorized.

RECITALS

WHEREAS COA is engaged in providing Streetscaping recycling containers and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

AND WHEREAS COA has asked the CITY for the privilege of placing such recycling containers and appurtenances on Public Rights of Way and other [public] property owned by the CITY or within the jurisdiction of the CITY;

AND WHEREAS the CITY is authorized to permit any person, under such conditions as may be agreed upon to place, construct, install, maintain and use objects in, on or over sidewalks, public streets and other property owned by the CITY or under its jurisdiction, upon approval of this Agreement by the City Council and the execution of this Agreement by the Mayor, except that the CITY is only authorized to permit the placement of any object within any park land located within the borders of the CITY due to the prior approval of this Agreement by the Parks Commission on \_\_\_\_\_ before it was approved the City Council,

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NOW THEREFORE in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

AGREEMENT

DEFINITIONS

1.
  - a. Amenities" means Streetscaping™ waste/recycling containers, with "Advertising Amenities" and with modules containing waste receptacles and advertising faces, a concrete mounting pad for each amenity, and an area of three feet surrounding all sides of each concrete pad. The parties agree that the style and design of the Amenities are to be approved by the CITY. Generally, however, the style and design of the Amenities are as shown in Appendix "A" attached hereto.
  - b. "CITY" means the City of Bridgeport, Connecticut.

## *TERM*

2.
  - a. The term of this Agreement shall be ten years commencing on the 1<sup>st</sup> day of December, 2008, and ending the last day of November 2018 (the "Term") unless terminated earlier pursuant to the terms of this Agreement.
  - b. Providing that COA has met all of the contractual obligations herein contained, the CITY may provide COA with a renewal option for an additional five (5) year term commencing on December 1, 2018, and terminating on November 30, 2023, at the CITY's sole discretion.
  - c. If the CITY chooses to renew the Agreement, the COA shall meet with the CITY in advance of the tenth year of this Agreement to negotiate suitable revenue terms for the renewal period[s of extension]. The renewal of this Agreement shall require the prior approval of the Parks Commission for the placement of any Amenities within park land owned by the CITY and the approval of the City Council.
  - d. The COA agrees to request from the CITY, in writing, of the intent NOT to renew this agreement under the same terms and conditions, at least twelve (12) months before the expiration of this agreement.

## *INSTALLATIONS & MAINTENANCE*

3. The CITY agrees to permit COA to install amenities on portions of property owned by the CITY and/or Public Rights of Way within the jurisdiction and authority of the CITY:
  - a. The CITY will be responsible to provide site requests for all amenities, but any requests for sites within park land owned by the CITY shall be the responsibility of the Parks Commission through the Director of Parks and Recreation. The COA may also request approval of sites not requested by the CITY or the Parks Commission.
  - b. It is acknowledged by the parties that, in the selection of each location, consideration will be given to the safety and convenience of the public. It is further acknowledged that the placement of Amenities shall be in accordance with permits issued by the CITY and in such a manner that is accordance with the American Disabilities Act and City Ordinances, and so as not to obscure signs, transit stops, lines of sights, mailboxes, public pay telephones installed pursuant to a permit issued by the CITY, or to interfere with the visibility or effectiveness of advertising on transit shelters, in the opinion of the CITY. The placement of all Amenities must be at locations requested by the CITY or at locations approved by the CITY.

- c. COA may provide units at sites where advertising transit shelters exist providing that the terms contained within 3(a) are adhered to by COA and that the CITY has approved such sites under the same approval criteria as all other sites.
  - d. The CITY will approve/decline any site requested by COA within 30 days of receiving such request. Such requests/communications shall be delivered to the intended parties as per Clause 23.
  - e. The CITY will not allow the placement of any other advertising products within the jurisdiction of the CITY that interfere with the visibility or effectiveness of COA products.
  - f. The CITY will not allow the placement of any other advertising products or amenities that serve a similar purpose to those provided under this agreement, on waste receptacles or benches with 3<sup>rd</sup> party advertising, within the jurisdiction of the CITY. This criterion shall not apply where other advertising products or amenities existed prior to the installation of the COA amenities.
4. COA agrees to install all Amenities on a mounting pad unless a suitable base exists. Where a mounting pad does not exist and is required, COA agrees to install, at COA's sole expense, a mounting pad for every Amenity installed pursuant to this Agreement. COA shall be responsible for ensuring that for each location requested or approved by the City, all mounting pads provide for the safe movement of pedestrians to and from and around waste receptacle modules in accordance with the American Disabilities Act and the Ordinances of the CITY.
  5. COA understands that excavation permits must be issued for each installation of an Amenity. COA agrees that during construction or installation of the Amenities to keep each location in a clean and orderly condition and to remove all waste and unusable material from each location. In the event that COA does not keep any location in a clean and orderly condition, the CITY shall have the right to order the removal of the Amenity at the cost of the COA. The COA acknowledges that the CITY by law has the right, but not the obligation, to clean the location of any Amenity or have the location cleaned by others. COA shall be liable to the CITY for the costs of any such cleanings.
  6. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the CITY. In the event that COA does not keep any location in a clean and orderly condition, the CITY shall have the right but not the obligation to clean the location or have the location cleaned by others, COA shall be liable to the CITY for the costs of any such cleanings.

7. The COA shall be solely responsible for obtaining all permits and authorizations and the like from the CITY before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement.
8. COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance within a ten (10) foot radius to those amenities as follows:
  - a. to keep the grass trimmed;
  - b. to keep the area free of debris;
  - c. to empty, remove and dispose of waste from the waste receptacles and deliver recyclable material to a processor of the City's choice on a frequency of no more or no less than once per week;
  - d. to keep the Amenities clean and free of graffiti;
  - e. to replace Amenities at the request of the CITY at the entire expense of COA; and
  - f. to inspect amenities for damage during regular maintenance and make arrangements for timely repair, COA shall provide the above-mentioned normal maintenance of the Amenities on a frequency of up to once per week, unless agreed otherwise by the parties, during the Term of this Agreement.
9. In addition to COA being solely responsible for emptying, removing and disposing of waste from and cleaning waste receptacles in the modules during times of normal maintenance. COA shall relocate at its sole cost any Amenity which needs to be emptied more frequently than once a week upon the request by the CITY, when deemed necessary by the CITY in its sole discretion, to a location selected by the City to reduce the amount of waste in the waste receptacle. COA will be allowed, at no charge, to dispose of all collected waste at the CITY's transfer station.
10. The CAO agrees to continuously maintain all Amenities and keep them free from damage and to protect the Public Rights of Way and/or the property of the CITY from injury or loss.
11. The CITY may provide written notice to COA when any Amenity requires maintenance more frequently than COA is providing pursuant to paragraph 9, above, or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, shall undertake the maintenance and/or repair required by the CITY at COA's sole expense.

12. The CITY may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the CITY's sole opinion, the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than 24 hours after the giving of such notice, repair and make safe the Amenity at COA's sole expense and to the satisfaction of the CITY. In an emergency situation where a 24 hour wait is in the CITY's sole opinion considered unacceptable, the CITY may arrange for work to be done to eliminate public danger and COA shall be solely responsible for paying all costs incurred by the CITY for such work.
13. COA shall comply with all requirements of the CITY with respect to parking and street occupancy during all installations and maintenance of Amenities.
14. COA acknowledges and agrees that the CITY shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of the CITY. COA agrees to remove or relocate any such Amenity within 48 hours of the CITY giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the CITY. Such removal, relocation and restoration shall be at no expense to the CITY and all such costs associated therewith shall be borne and paid by COA. Where COA fails to remove or relocate such Amenity within 48 hours or where COA fails to restore the site as required, the CITY may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying the CITY all costs incurred by the CITY for such work. If COA fails to pay such costs of removal, relocation and/or restoration, the CITY may, to the extent of the costs thereof, charge these costs back to be paid by COA and may recover such costs in any court of competent jurisdiction as a debt due and owing by COA to the CITY.

#### *REVENUE, ACCOUNTING & AUDIT*

15. COA shall pay the CITY eight percent (8 %) of sponsorship sales.
16. COA shall pay quarterly installments to the CITY for each installed Advertising Amenity at the rate set out in Clause 15 each and every quarter commencing on the first quarter of this Agreement. This payment will be due on the 15<sup>th</sup> day following the end of each quarter; the first quarter shall begin on the first day of the first full calendar month after execution of this Agreement. Within 60 days of each anniversary date of this Agreement and within 60 days of the end of the Term, COA shall provide THE CITY with financial statements satisfactory to the CITY showing the revenues received or receivable for all Advertising Amenities under this contract for the previous year.

*EXCLUSIVITY*

17. COA shall have the exclusive right to supply advertising on the Advertising Amenities approved under this Agreement during said Term provided the Agreement is in good standing.

*REGULATION OF ADVERTISING COPY/STANDARDS*

18. COA covenants and agrees that all advertisements must be aesthetically pleasing to and fit into the environments in which they are placed. All advertising copy and design must not contain any material, language, representation or image that discriminates on any prohibited grounds or is inconsistent with either Connecticut State or Federal Law, and all advertising copy and design must comply with Advertising Standards and City Code of Ordinances, Advertisements shall meet current permitted ordinances under City code and shall not be inconsistent therewith, Furthermore, Advertisements shall not:
  - a. contain inaccurate or deceptive claims or statements;
  - b. present products prohibited from sale to minors in such a way as to appeal particularly to persons under legal age;
  - c. present demeaning or derogatory portrayals of individuals or groups;
  - d. take a stand on controversial societal issues;
  - e. exploit violence or sexuality;
  - f. promote tobacco products;
  - g. promote alcohol products;
  - h. interfere with the operation of equipment of the provision of programs and services; and
  - i. violate or conflict with any existing CITY policies or any new policies that may be adopted.

The CITY will be the final arbiter in determining when one of these provisions has been violated. Upon request of the CITY, COA shall remove any advertising that is deemed by the CITY in its sole discretion not to comply with the provisions herein or is otherwise objectionable within 48 hours of the CITY giving COA notice, failing which the CITY may remove such advertising at the sole expense of COA.

*PROVISION OF PROMOTION AMENITIES & TERMS*

19. COA agrees to make available to the CITY upon 30 days written notice, 10% of the available advertising faces on the Amenities covered under this Agreement during any month for use by the CITY (or their agencies) free of charge for public service messages or advertising for corporate purposes. The CITY will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense.

*OWNERSHIP*

20. It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

*TERMINATION FOR JUST CAUSE/REMEDY*

21. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the CITY may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of the CITY within 3 days of the notice being given, terminate this Agreement by giving 30 days notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice and on termination. Upon such notice having been so delivered or sent, COA shall forthwith at COA's entire expense remove all Amenities. The sites from which the Amenities were removed shall be restored at COA's expense to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of the CITY.
22. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, the CITY may, in its sole discretion, take ownership and possession of all or any of the Amenities and/or may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to THE CITY all costs incurred by the CITY for such work. COA shall also be obligated to pay the CITY the costs of all losses, damages, costs and expenses (including legal fees), and disbursements sustained, incurred or suffered by reason of or resulting from COA's default.

*NOTICE*

23. The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by fax to:

NAME/TITLE: John F. Cottell, Jr.  
Acting Deputy Director/Utilities Manager  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604  
Facsimile No. 203-576-8129

The City Attorney  
Office of the City Attorney  
999 Broad Street  
Bridgeport, CT 06604  
Facsimile No. 203-576-8252

City Council  
c/o City Clerk's Office  
Room 204  
45 Lyon Terrace  
Bridgeport, CT 06604

Service by mail shall be deemed effective the 3rd day after mailing and service by fax shall be deemed upon sending by fax and receipt of a transmission report. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

*INSOLVENCY*

24. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts or make an authorized assignment or compromise to their creditors and be unable to perform their duties under this Agreement, the CITY may in addition to, and without prejudice to its other lawful rights and remedies forthwith, terminate this Agreement by written notice and the time limit set forth in Clause #23 of this Agreement shall be waived and all Amenities will become the property of the CITY.

## *ASSIGNMENT*

25. COA may not assign their rights or obligations under this Agreement, or portions thereof, but these rights and obligations may pass to any successor who purchases or merges with the COA provided the CITY is given sixty (60) days notice prior to said purchase or merger. Upon such notice the CITY shall have the right to accept the successor under the terms of this Agreement or to terminate this Agreement by giving 30 days notice in writing to the COA or the successor and this Agreement shall be deemed to be terminated on the day specified in the notice. The successor or COA shall then be required to forthwith remove all Amenities at its sole expense in accordance with Paragraphs 21 and 22, above.

## *INDEMNITY*

26. COA covenants and agrees to , from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the CITY and their officers, servants, employees or agents, from and against all actions, suits, claims and liens, and demands which may be brought against or made upon the CITY, their officers, servants, employees or agents and of, from and against all loss, costs, charges, damages and expenses which may be paid, sustained or incurred by the CITY, their officers, servants, employees or agents by reason of, or in consequence of the execution and performance of the contract work, or the non-execution of the contract work or the supply or the non supply of the work or otherwise by any reason of or arising out of the right to occupy parts of the Public Rights of Way as defined by the CITY hereby granted by this Agreement, and COA will pay to the CITY or any of their officers, servants, employees or agents, on demand, as the case may be, which may be paid sustained or insured by the suits, claims, liens, executions or demands and all monies paid or payable by the CITY or such officers, servants, employees or agents in settlement or in discharge thereof on account, thereof and that in default of such payment all loss, costs, changes, damages and expenses, including attorney's fees and costs, and all monies so paid or payable by the CITY or such officers, servants, employees or agents may be recovered from COA upon demand or in any Court or competent jurisdiction as monies paid at COA's request and and COA hereby authorize and empower the CITY or their solicitors for the time being to settle or compromise as the CITY or their solicitors may deem expedient, any actions, suits, claims, liens, executions or demands which may be brought against or made upon the CITY, their officers, servants, employees or agents by reason of, or on account of or in performance of the Agreement and the performance of the Agreement or the non-execution or imperfect execution of contract work and the supply or non-supply of the contract work or otherwise by any reason of or arising out of or as a result of this Agreement or the permission to occupy parts of the Public Rights of Way hereby given.

27. COA covenants and agrees to, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify the CITY and their officers, servants or agents, from and against all actions, suits, claims, liens, and demands which may be brought against or made upon the CITY, their officers, servants, or agents and of, from and against all loss, costs, charges, damages and expenses which may be paid, sustained or incurred by the CITY, their officers, servants by reason of, or on account of or in consequence of the execution and performance of the contract work, or the non-execution or imperfect execution of the contract work or the supply or non-supply of the work or otherwise by reason of or arising out of the right to occupy parts of the untraveled public highways hereby granted and COA will pay to the CITY or any of their officers, servants or agents, on demand, as the case may be, which may be paid, sustained or insured by the suits, claims, Hens, executions or demands and all monies paid or payable by the CITY or such officers, servants, or agents in settlement or in discharge thereof or on account, thereof and that in default of such payment all loss, costs, changes, damages and expenses, including attorney's fees and costs, and all monies so paid or payable by the CITY or such officers, servants, or agents may or may be recovered from COA in any Court of competent jurisdiction as monies paid at COA's request and COA hereby authorize and empower the CITY or thereafter their solicitors for the time being to settle or compromise as the CITY or their solicitors may deem expedient, any actions, suits, claims, Hens, executions or demands which may be brought against or made upon the CITY, their officers, servants, or agents by reason of, or on account of or in performance of the Agreement and the performance of the Agreement or the non-execution or imperfect execution of the contract work and the supply or non-supply of the contract work or otherwise by reason of or arising out of or as a result of this Agreement or the permission to occupy parts of the highways hereby given.
28. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless the CITY from any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any advertisement supplied to COA by the CITY.

## *INSURANCE*

29. COA agrees to procure and maintain for the duration of this agreement, liability insurance relative to each Amenity installed in which the CITY is a named insured equal to or in excess of the following minimum requirements and COA further agrees to file with the CITY, a copy of the certificate of Liability Insurance evidencing such requirements. The Liability insurance policy shall:
  - a. Have a limit of liability of not less than THREE MILLION DOLLARS (\$3,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of the CITY based on reasonable grounds acceptable to COA;
  - b. Have comprehensive Liability Insurance covering all operations and liability assumed under this Agreement;
  - c. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;
  - d. Be endorsed to provide that the policy will not be altered, cancelled, or allowed to lapse without thirty (30) days prior written notice to the CITY;
  - e. Contain a cross-liability clause provided the language for such clause is provided in advance to the CITY and is subject to the CITY's approval.
30. No person employed by or hired by the COA or any of its agents or representatives shall be deemed to be an employee of the CITY by virtue of this Agreement. Accordingly, the payment of wages, or benefits, or unemployment insurance, or deductible amounts under any insurance policy shall be the responsibility of COA or its accepted successor.

## *AGREEMENT DEFINITIONS*

31. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.
32. This Agreement shall be subject to, and interpreted in accordance with the Laws of the State of Connecticut.

33. Clauses 22 to 31 shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
34. If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.
35. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

CITY OF BRIDGEPORT

\_\_\_\_\_  
Name: Bill Finch, Mayor

Title: Its Mayor  
Duly Authorized

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2008

CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC.

\_\_\_\_\_  
Name: PETER C. GRAY

Title: Its MUNICIPAL AFFAIRS MANAGER  
Duly Authorized

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2008



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. - #215-07 Ref'd to Miscellaneous Matters Committee on 10/6/08  
(OFF THE FLOOR)

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: October 16, 2008  
RE: Boards & Commissions

Please place the following name on the October 20, 2008 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Planning and Zoning Commission:

Gail Solis (D)  
110 Seaview Circle  
Bridgeport, CT 06606

This will replace the seat held by Pat Fardy. The term will expire 12/31/10

BF/lai

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CITY CLERK

203-07

Resolution to City Council Regarding the Sale of Bluefish Franchise to Pastime Partners, LLC. (Frank Boulton).

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted:** October 20, 2008(OFF THE FLOOR)

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

*Shirley B. Walker*

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

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

203-07

## **RESOLUTION**

**WHEREAS**, in or about December 2005, Get Hooked!, LLC (“Get Hooked!”) acquired the Bridgeport Bluefish baseball franchise (“Bluefish”); and

**WHEREAS**, it appears that Get Hooked! has sold or is in the process of selling its interests in the Bluefish to a new owner; and

**WHEREAS**, it appears that the new owner, Pastime Partners LLC (“Pastime Partners”), is an entity owned and/or controlled by Mr. Frank Boulton, the founder and Chief Executive Officer of the Atlantic League, whose brief background is attached; and

**WHEREAS**, Mr. Boulton has assured the Mayor that the Bluefish franchise will remain in Bridgeport and that Pastime Partners will satisfy the outstanding rent and other fees (Police Outside Overtime and Fire Watch) owed by Get Hooked! in conjunction with receipt of the City’s consent to the sale in the manner required by the Stadium License; and

**WHEREAS**, Mr. Boulton has further assured the Mayor that Pastime Partners will continue to observe the terms and conditions of the current Stadium License; and

**WHEREAS**, the Stadium License requires the City’s consent to this purchase and Pastime Partners requests that the City’s consent be considered and approved with all deliberate speed;

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the City believes it is in its best interests to recognize the purchase of the Bluefish franchise by Pastime Partners; and be it further

**RESOLVED**, that the City consents to the purchase; and be it further

**RESOLVED**, that Pastime Partners will be required to submit an executed Assignment and Assumption Agreement between itself and Get Hooked! in a form acceptable to the City; and be it further



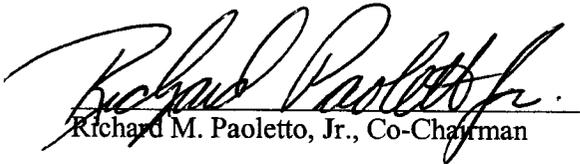
Report of Committee on ECD and Environment

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203-07

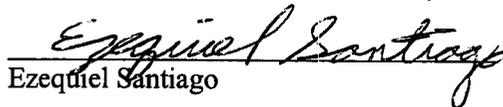
**RESOLVED**, that the Mayor is hereby authorized to take all necessary action and execute such documents as may be required to confirm the City's acceptance of the sale of the Bluefish franchise to Pastime Partners in conformance with the requirements of the Stadium License, as amended to date, and to take all other action and do all other things necessary in furtherance of this resolution.

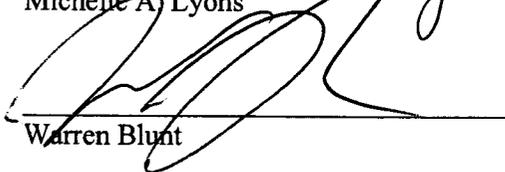
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Richard M. Paoletto, Jr., Co-Chairman

  
Angel M. dePara, Co-Chairman

  
Michelle A. Lyons

  
Ezequiel Santiago

  
Warren Blunt

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

\_\_\_\_\_  
Brian C. Crowe

Council Date: **October 20, 2008 (OFF THE FLOOR)**

**Frank Boulton - Principal Owner/CEO**

Frank Boulton was born on Long Island and moved to the Bay Shore/Brightwaters area at the age of three. He graduated in 1969 from Bay Shore High School where he was an outstanding student-athlete. He graduated from Villanova University in 1972 with a BS in Finance. In 1975, Frank married Karen Sarle and moved into their home in Brightwaters where they reside today. They are the proud parents of Whitney and Morgan.

Following graduation, Frank started a twenty-five year career on Wall Street in the U.S. Treasury and MBS bond industry. He retired from Smith Barney in 1994 as Senior Managing Director of the Government Bond Department. He returned to Wall Street in 1996 to serve as the Senior Executive Vice President in charge of the Fixed Income Department for Yamaichi America and served in this capacity until 1999.

Frank is in his ninth season as founder and CEO of the Long Island Ducks, Baseball America's 2007 Organization of the Year. Frank has also owned three other farm teams, two affiliated with the New York Yankees and the other with the Kansas City Royals. He has also owned the Long Island Rough Riders professional soccer team, 2002 D3 National Champions.

Driven by a sense of gratitude, hard work, and dedication, Frank has been involved with many local charities. Frank served as Chairman of the Great South Bay YMCA Board of Managers from 1983 to 1992. He was a Great South Bay YMCA board member for 27 years. Frank also chaired the capital campaign that raised \$6.2 million dollars to construct the YMCA. In 1992, the Board of Managers named the gymnasium in his honor.

Frank and Karen Boulton purchased the old Regent Theatre and then donated it to the Great South Bay YMCA. The Boulton Center for the Performing Arts recently celebrated its fifth anniversary and is a point of pride in the downtown Bay Shore community.

In January of 2005, Frank was named one of Long Island's 100 most influential people by the Long Island Business News. Presently, he serves as chairman of the QuackerJack Foundation, the charitable arm of the Ducks, and is a member of the Board of Trustees at both Dowling College and Empire National Bank. Additionally, Frank is a member of two Halls of Fame -- The Suffolk Sports Hall of Fame (2003) and the Bay Shore High School Hall of Fame (2002, inaugural class). In addition to these honors, Frank has received numerous local and national awards; this past year alone he has been the recipient of such awards as Entrepreneur of the Year presented by ACIT, Spirit of Long Island Award presented by Promote Long Island, Man of the Year by Long Island Special Olympics, The Harry Chapin Humanitarian of the Year by the LIA, and was chosen the 2008 Grand Marshal of his hometown Bay Shore/Brightwaters St. Patrick's Day Parade.

(05/08)

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ATTEST  
CITY CLERK

205-07

*Referrals:*

## COMMUNICATION

**FROM:** Iris Molina, Director  
Social Services

**RE:** Grant Submission: re 2008 - 2010 Social Services  
Block Grant (SSBG) (Social Services).

**REFERRED TO:** ECD & Environment Committee (Changed To  
**IMMEDIATE CONSIDERATION OFF THE FLOOR and APPROVED**)  
**CITY COUNCIL:** October 20, 2008

**ADOPTED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_



**APPROVED:** \_\_\_\_\_

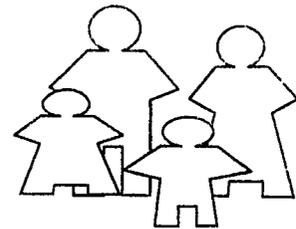
\_\_\_\_\_  
Mayor



IRIS N. MOLINA  
Director

CITY OF BRIDGEPORT  
**BRIDGEPORT SOCIAL SERVICES**  
**BSS**

Telephone (203) 576-7472  
Fax (203) 576-8405  
752 East Main Street  
Bridgeport, Connecticut 06608



*...To assist people in becoming self-sufficient.*

Comm. #205-07 Ref'd to ECD & Environment Committee on 10/20/2008 (Changed To IMMEDIATE CONSIDERATION OFF THE FLOOR and APPROVED)

# Memorandum

TO: Honorable Members of the City Council  
C/o Fleeta Hudson, City Clerk

FROM: Iris N. Molina, Director of Social Services *mol*

RE: **2008 – 2010 Social Services Block Grant (SSBG)**

DATE: October 14, 2008

The Department of Social Services seeks authorization for Mayor Bill Finch to enter into contract with the State of Connecticut, Department of Social Services for a Social Services Block Grant program. This will allow the signing and sealing of grant contracts, resolutions and all other related grant documents.

The program, in the amount of \$197,126 will provide much needed case management, counseling and referral services to Bridgeport residents with priority given to Temporary Family Assistance (TFA) recipients. **No city funds are involved.**

Thank you for your consideration and if you have any questions, please contact me at extension 7471.

RECEIVED  
CITY CLERKS OFFICE

08 OCT 14 PM 1:28

ATTEST  
CITY CLERK

ATTEST  
CITY CLERK  
08 OCT 14 PM 1:32  
RECEIVED  
CITY CLERKS OFFICE

**CERTIFIED RESOLUTION**

I, Ann Murray of City of Bridgeport,  
(NAME OF SECRETARY OF CLERK) (NAME OF THE CONTRACTOR)

A Connecticut Corporation (the "Contractor"), DO HEREBY certify the following is a true  
And correct copy of a resolution duly adopted at a meeting of the Bridgeport City Council  
(NAME OF GOVERNING BODY)

Of the contractor duly held and convened on \_\_\_\_\_, at which  
(DATE OF MEETING)

meeting a duly constituted quorum of the Bridgeport City Council was  
(NAME OF GOVERNING BODY)

present and acting throughout and that such resolution has not been modified, rescinded or  
revoked and is at present in full force and effect:

RESOLVED: That the Mayor, Bill Finch,  
(TITLE OF SIGNATORY) (NAME OF SIGNATORY)

Is empowered to enter into and amend contractual instruments in the name and on behalf of this  
Contractor with the Department of Social Services (DSS) of the State of  
Connecticut for a Social Services Block Grant (SSBG/SAGA) Program,  
(NAME OF PROGRAM)

IN WITNESS WHEREOF, the undersigned has affixed his or her signature and the corporate  
seal of the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(DAY) (MONTH) (YEAR)

(Seal or L.S.)

\_\_\_\_\_  
Signature of Secretary of Clerk

GRANT SUMMARY SHEET

City Council-Contracts and Appointment Committee

APPLICATION AND OR LOCAL TITLE: Social Services Block Grant (SSBG)

CITY OFFICIAL in-charge: Iris N. Molina      Phone: (203)-576-7471

New Grant \_\_\_\_\_ Continuing (existing) Grant   X  

FUNDING SOURCE – (include matching/in-kind funds):

Federal: \_\_\_\_\_

State:   X  

City: \_\_\_\_\_

Other: \_\_\_\_\_

FUNDS REQUESTED:

Salaries/Benefits: \$197,126 for FY 10/1/08-9/30/10

Supplies: \_\_\_\_\_

Transportation/Travel: \_\_\_\_\_

Other (Explain): \_\_\_\_\_

Subcontracts: Yes \_\_\_\_\_ No   X  

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

PROJECT BACKGROUND:

The Bridgeport Social Services Department has been using this grant funding to provide emergency and supportive services to the residents of Bridgeport since 1997.

PROJECT DATES: 10/1/08 – 9/30/10

TARGET POPULATION: Any Bridgeport resident with priority given to former TFA recipients

PROGRAM GOALS AND PROCEDURES:

The goals are to provide basic social services in the form of case management, counseling and referral to any Bridgeport resident with priority given to former TFA recipients.

BENCHMARKS FOR GAUGING SUCCESS/EVALUATION OF PROGRESS:

That at least 70% of those served will have their needs met and thus, prevent the need for dependency. We anticipate serving approximately 4,200 individuals and/or families for the duration of this contract.