

**CITY OF BRIDGEPORT
ORDINANCE COMMITTEE – Special Meeting
FEBRUARY 16, 2011**

ATTENDANCE: Richard Paoletto, Co-Chair; Andre Baker, Co-Chair; AmyMarie Vizzo-Paniccia; Angel dePara; Richard Bonney

ABSENT: Anderson Ayala, Martin McCarthy

OTHER: Mark Anastasi, City Attorney

Co-Chair Paoletto called the meeting to order at 7:01 p.m.

31-10 PROPOSED AMENDMENT OF THE INTERMUNICIPAL AGREEMENT WITH TOWN OF TRUMBULL CONCERNING THE FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL (REF 152-09)

Attorney Anastasi explained that tonight's special meeting was necessary because the Town of Trumbull was also meeting tonight to vote on the pending land use applications for the magnet high school to be constructed and operated in the existing public park on State property. A vote of the Ordinance Committee was required so the item could be scheduled for a public hearing and also be passed along to the City Council for action. Attorney Anastasi said these documents were the final version arrived at after extensive negotiation and would amend the previously-approved Agreement.

Attorney Anastasi said there were two agreements, one for the provision of fire services and the other for the provision of police and emergency medical services. Mr. Bonney asked how these Agreement(s) differed from the Agreement previously approved. Attorney Anastasi responded that the original agreement covered provisions for both fire and police, but it was more prudent to have each provision covered by its own agreement and pointed out the changes as follows:

Fire Services Agreement

Page 2, paragraph 2A deletes language "... in the event the MMHS is built."

Page 4, paragraph 8C was added relating to Bridgeport's withdrawal. If Bridgeport decided to withdraw from the fire services they would be required to also withdraw from the police and medical services.

Financial terms of the fire agreement would remain as they were originally. For as long as Bridgeport maintained operational responsibility, the property would not be subject to the fire tax levy. Ms. Vizzo-Paniccia asked who was in command; Attorney Anastasi said that it would be Bridgeport because they are listed as first responder. He said that Fire Chief Rooney was in full acceptance of the Agreement. Bridgeport had a fire station in close proximity to the project site.

Ms. Vizzo-Paniccia said she wanted to be sure the structure and surrounding area would be designed and built to code to avoid potential problems. Attorney Anastasi said that design for the project took into account setbacks from the wooded park area, would meet all fire code and environmental standards and would be state-of-the-art. There would be plenty of parking lots and sufficient open space around the building.

Co-Chair Baker asked if there would be an individual to represent Bridgeport at Trumbull's P&Z meetings; Attorney Anastasi said there would be.

Police and Medical Services Agreement

Page 1, paragraph 1A was a mirror of paragraph 2A in the Fire Agreement showing that Bridgeport was listed as first responder. Attorney Anastasi said that at present, it was Bridgeport's responsibility to maintain the park land, even though it was State-owned property. There would most likely be a higher demand for police and medical services once the project was built and became operational, but he felt confident the City was well equipped to service the area as first responder.

Ms. Vizzo-Paniccia asked for further clarification of restrictions in paragraph 1A at the top of page 2. Attorney Anastasi said he was not positive but assumed it dealt with traffic control management, as appropriate. It was currently Bridgeport's responsibility but if Trumbull wanted to assume responsibility it would ease the load on Bridgeport. There would be two entrances which would more than likely be sufficient.

Regarding pilot payments mentioned in paragraph 2A on page 2, Ms. Vizzo-Paniccia said she thought the State had an issue with that. Attorney Anastasi said these were not pilot payments involving the State; they would be Bridgeport's pilot payments of \$100,000 to Trumbull per year for the next ten years. These payments would not begin until several years in the future when the certificate of occupancy was issued. The budget committee would need to be aware of this. Ms. Vizzo-Paniccia commented that costs mentioned in paragraph 2B would also be expensive for Bridgeport. Attorney Anastasi said that it was the 'cost of doing business,' but Bridgeport would be able to enjoy the benefits. The costs were negotiated extensively, and he felt were sustainable and obtainable for OPM, OPED, the administration, the police and fire departments, etc. He reminded the Committee members that whenever property was owned in another community the property owner would always be viewed as a hostile intruder.

Mr. Bonney asked who would have financial responsibility if Trumbull wanted to put traffic controls or other similar things in place. Attorney Anastasi said it would be Trumbull's cost but Bridgeport had a duty to do the work subject to Trumbull's employees claiming it went against their collective bargaining agreements.

On page 5, paragraph 10, Ms. Vizzo-Paniccia asked how it was possible that Bridgeport had to assume all financial responsibility yet their hands were tied because they could do nothing with the property without prior approval from Trumbull. Attorney Anastasi said there was a legitimate concern on Trumbull's part who wanted assurances that Bridgeport would only use

the property for its intended purpose. If Bridgeport were to cease using the property as a high school, Trumbull wanted to be sure this would not and could not happen without their consent. An example of this would be to turn the property into a manufacturing facility or an adult education center or a women's detention center, half-way house, etc. Attorney Anastasi said he didn't believe that Bridgeport would be able to do that; if usage as a high school were to cease the property would revert back to a park or the same type of usage it is now.

Attorney Anastasi said he did not expect there to be any further changes to the Agreement(s) but asked the Committee if they would consider approving the amendment but giving him some authority as City Attorney to make ministerial, non-substantive changes. Ms. Vizzo-Paniccia suggested to recess and review before the City Council meeting as she did not feel comfortable giving that "authority." Further discussion ensued, and the Committee members decided to vote now with the understanding that changes going forward would result in another amendment for their approval. Ms. Vizzo-Paniccia reminded the Committee members the item would require a public hearing.

**** MR. BONNEY MOVED TO AMEND ITEM 31-10 BY SUBSTITUTING THE TWO AGREEMENTS, ONE TITLED "INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF FIRE SERVICES TO THE FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL," THE OTHER TITLED "INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF POLICE AND EMERGENCY MEDICAL SERVICES TO THE FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL" FOR THE EXISTING AGREEMENT.**

**** MR. DEPARA SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

**** CO-CHAIR BAKER MOVED TO SCHEDULE 31-10 FOR A PUBLIC HEARING FOR THE ORDINANCE COMMITTEE.**

**** MR. DEPARA SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

**** MS. VIZZO-PANICCIA MOVED TO ADJOURN.**

**** MR. DEPARA SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:40 p.m.

Respectfully submitted,

Carol A. Graham for
Telesco Secretarial Services