ADDENDUM
TO
AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 5, 2015

7:00 p.m.
City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

REMOVED:

City Council Citations: Honoring Michael "Mickey" Kelly, Kenton Clarke and John Ratzenburger for being Inducted into the World Drum and Bugle Corps Hall of Fame.

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 5, 2015

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citations: Honoring Michael "Mickey" Kelly, Kenton Clarke and John Ratzenburger for being Inducted into the World Drum and Bugle Corps Hall of Fame.

Mayoral Citation: Honoring Irineu Portella as a Role Model in a good Citizenship for his work as a Milne Street Public Safety Advocate for the last Five Years.

City Council Citation: Honoring Irineu Portella as a Role Model in a good Citizenship for his work as a Milne Street Public Safety Advocate for the last Five Years.

City Council Citation: Honoring Connecticut Against Violence for Preventing Violence, Promoting Justice and Preparing Youth for a better tomorrow with the 3rd Annual Back to School Youth Summit.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 8, 2015

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

178-14 Communication from City Clerk re: Items Pending before City Council Committees pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**

179-14 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Deliah Portillo, **ACCEPTED AND MADE PART OF THE RECORD**.

180-14 Communication from Central Grants re: Grant Submission: U.S. Consumer Product Safety Commission for a Pool Safely Grant Program (Project #16269), referred to Economic and Community Development and Environment Committee.

181-14 Communication from Central Grants re: Grant Submission: Connecticut State Library FY 2016 Targeted Grant for a Historic Documents Preservation Grant Program, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

182-14 Communication from Public Facilities re: Proposed Resolution and Solar Photovoltaic System Power Purchase Agreement with General Electric International, Inc. to provide Electricity at Reduced Cost to the New High School Located at 379 Bond Street, referred to Contracts Committee.

183-14 Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Agreement in Support of the Bridgeport Neighborhood Trust Redevelopment Project, Located at 515 West Avenue, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***80-13** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amended Section 12.28.210 Regulation Banning Smoking in City Parks.

***96-14** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, amended Sections 8.80.020 Definitions and 8.80.050 Prohibited Noise Activities by adding new Subsection "C" (10).

***116-14** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amended to add new Chapter 13.12 Property Tax Exemption for Cogeneration Systems Incorporated into a Microgrid and Serving Municipal Buildings.

***105-14** Miscellaneous Matters Committee Report re: Resolution requesting that City Council Members' written and electronic requests for departmental information of any kind be provided expeditiously.

***137-14** Miscellaneous Matters Committee Report re: Reappointment of Esperina Baptiste Stubblefield (U) to the Food Policy Council.

UNFINISHED BUSINESS:

***98-14** Economic and Community Development and Environment Committee Report re: Resolution Authorizing an Affordable Housing Tax Incentive Agreement for Crescent Crossing II, A Mixed-Income Affordable Housing Development Located at 252 Hallett Street.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 5, 2015, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Jacquelyn Cauthen 397 Charles Street Bridgeport, CT 06606	Update on Becoming D.I.V.A.S. (Dynamic Intelligent Versatile Ambitious Savvy) girls empowerment/Life Skills Program.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Priorities and Finances.

CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, OCTOBER 5, 2015
6:30 PM

CALL TO ORDER

Council President McCarthy called the Public Speaking Session to order at 6:45 p.m.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Enrique Torres
131st District: Jack O. Banta
132nd District:
133rd District: Thomas McCarthy
134th District: Michelle Lyons
135th District: Rev. Mary McBride-Lee Richard Salter
136th District: Jose Casco, Alfredo Castillo
137th District:
138th District: Melanie Jackson
139th District: Eneida Martinez, James Holloway

A quorum was present.

Council President McCarthy stated that Council Member Vizzo-Paniccia was absent due to a death in the family and that a number of other Council Members were in a Committee meeting.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 5, 2015, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Jacquelyn Cauthen 397 Charles Street Bridgeport, CT 06606	Update on Becoming D.I.V.A.S. (Dynamic Intelligent Versatile Ambitious Savvy) girls empowerment/Life Skills Program.

Ms. Cauthen came forward and said that she had distributed invitations to the Council Members to attend a private showing of her artwork to raise money for her program for young girls. She had someone display some artwork that was composed of a three dimensional mask of a person with a headdress on it. She said that she would be able to create this type of artwork for

customers and the cost of the work would go towards the programs for young ladies. Ms. Cauthen said that her program could not be funded by the Lighthouse Program until the start of the new fiscal year in July of 2016. Since the art display will be a private affair, it will be important for the Council Members to RSVP. Ms. Cauthen thanked the council members for their time and attention.

John Marshall Lee City Priorities and Finances.
30 Beacon Street
Bridgeport, CT 06605

Until Bridgeport has a sustainable governance structure and processes, with checks and balances for the benefit of all residents, we will need watchdogs. What moves me to stand in front of your body twice a month for years and raise things to your attention with stories and questions is covered in that one simple sentence? Let me repeat it to you slowly, so that its full content and meaning are not lost.

Until Bridgeport has a sustainable governance structure and processes, with checks and balances for the benefit of all residents, we will need watchdogs.

Regarding "sustainable structure", our current form of decision making in a poor urban City does not listen well to the voices of the people and then they fail to vote. Open process for using their voice would look differently in the composition of Boards and Commissions, their encouragement to continuing education and high standards, and providing time and interest to the goal of increased communication with the public.

In my opinion "transparent" process and accountability would look very different from today where 1% or fewer of the public can understand the unnecessarily complicated financial yet on the whole, incomplete fiscal reporting provided by City Hall. Without a Finance Board, with expertise and credibility, how do we trust the decisions of this body that let some people enjoy 100% of City services while taxing them at a fraction of that percent for decades into the future?

"For the benefits of all residents" sounds good to my ears and perhaps to yours also. However, when was the last time that "taxpayers" who may be young or old, poor or advantaged, and come in all colors, religions and cultural persuasions or philosophies, were regarded in your deliberations?

On Election Day I spoke with a former Mayor of a CT city in the New Haven region at the polls. He stated that our problem in Bridgeport were those of you who may have conflicts of interest because of your own or a relative's City employment. He saw the conflict of interest. His answer: pass a law. When I shared with him that our City Charter was on the books already, and that local legal interpretation allowed the behavior to continue he was surprised. When I asked him whether he had an Internal Auditor to work on fiscal controls, he said yes. I told him that we lost ours years ago and have been getting neither an annual purchasing report nor tri-annual audit because there is no Internal Auditor. The Ordinance on the books for about two decades has not caused the Council to come to its rescue.

Finally I asked him did his city have a Finance Board and he said they did. I told him Bridgeport does not have such a body. And he looked me in the eye and said: "Where are your checks and balances?" And I said: "Exactly."

Within one month the General Election will take place. What advances has your body made in the past two years to move us towards more sustainable governance? What have you done to provide more checks and balances or processes to have government work more fairly for all of the people? What have you done to advance the cause of monitoring, review, oversight or watchdog activity where it is needed?

- How has the gun-buyback program been funded? Public $$ from which budgets? Where are the Purchase Orders?
- July tax payments this July covered only 37% of the annual budget? Is this a reason for any concern with the state of the economy?
- Whether you trust the current administration's fiscal activity or not, there will be a new administration soon. How do you trust and verify fiscal matters?
- A previous speaker tonight, a retired registered nurse from NY who is attempting to work with youth in our city, wondered why she must wait for a June payment from Lighthouse after providing 15 programs per semester as a vendor. And I wonder why does that same program fail to declare annual fee revenue of $850,000 from parents and families when they present their budget to the City Council annually?

Watchdogs? Time will tell.

Council President McCarthy then called the next speaker forward who was on the sign up sheet.

Mr. George Cruise came forward to speak about the upcoming election in the 134th. HE said that the Council needs to do more for the residents. He asked the residents to become involved with the Town Committees to make the City of Bridgeport better for its residents.

ADJOURNMENT

Council President McCarthy adjourned the meeting at 6:57 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, OCTOBER 5, 2015

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Mayor Finch called the meeting to order at 7:23 p.m.

PRAYER

Mayor Finch then requested Council Member Brannelly lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Finch then requested Council Member Marella to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Enrique Torres
131st District: Jack O. Banta, Denese Taylor-Moye
132nd District: Patricia Swain, Robert Halstead
133rd District: Thomas McCarthy
134th District: Michelle Lyons
135th District: Rev. Mary McBride-Lee, Richard Salter
136th District: Josè Casco, Alfredo Castillo
137th District: Milta Feliciano, Lydia Martinez
138th District: Melanie Jackson, Michael Marella
139th District: Eneida Martinez, James Holloway

A quorum was present.

City Council Citations: Honoring Michael "Mickey" Kelly, Kenton Clarke and John Ratzenburger for being Inducted into the World Drum and Bugle Corps Hall of Fame.

This Item was removed from the agenda

Mayoral Citation: Honoring Irineu Portella as a Role Model in a good Citizenship for his work as a Milne Street Public Safety Advocate for the last Five Years.

Mayor Finch then requested Mr. Irineu Portella forward to receive a Mayoral Citation. He spoke glowingly of Mr. Portella's work in his neighborhood.

City Council Citation: Honoring Irineu Portella as a Role Model in a good Citizenship for his work as a Milne Street Public Safety Advocate for the last Five Years.

Council Member Taylor-Moye and Council Member Banta spoke about how Mr. Portella had organized the residents into a team to shovel the streets when there was a major snowstorm.

Council President McCarthy then presented Mr. Portella with a City Citation.

City Council Citation: Honoring Connecticut Against Violence for Preventing Violence, Promoting Justice and Preparing Youth for a better tomorrow with the 3rd Annual Back to School Youth Summit.

Council President McCarthy requested Mr. Kingsley Osei, the Founder Executive & Director of Connecticut Against Violence to come forward to receive a City Council Citation for his work to prevent youth violence. Mayor Finch said that there were three groups that were working to reduce youth violence and that these efforts were making a difference. Mr. Osei said that following the death of a young Bridgeport resident, he decided to stop being part of the problem and become part of the solution. He said that some of his team could not be present for the presentation, but thanked them for their help.

Mayor Finch recognized Council Member Holloway as a point of personal privilege. He said that this was his 22 year of serving on the Council. During that time, people have been critical of him, but he had continued to be a re-elected to the Council. Council Member Holloway said that when the election occurs, the people will have spoken about the performance of the various council members. He then spoke about the incident five years ago, when a member of the Council physically attacked a member of the public. Council Member Holloway said that he did not feel that the tax payers should pay for that incident. He said that this was wrong and that the City Council members should not get out of their seat and touch a member of the public no matter what they say.

Council Member Torres left the meeting a 7:48 p.m.

Council Member Holloway said that because he believed this settlement was wrong, he was leaving the meeting.

Council Member Holloway left the meeting at 7:49 p.m.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 8, 2015.

**** COUNCIL MEMBER MARELLA MOVED THE MINUTES OF SEPTEMBER 8, 2015.**
**** COUNCIL MEMBER TAYLOR-MOYE SECONDED.**
**** THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 8, 2015 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

178-14 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII (11), ACCEPTED AND MADE PART OF THE RECORD.

179-14 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH DELIAH PORTILLO, ACCEPTED AND MADE PART OF THE RECORD.

180-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U.S. CONSUMER PRODUCT SAFETY COMMISSION FOR A POOL SAFELY GRANT PROGRAM (PROJECT #16269), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

181-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT STATE LIBRARY FY 2016 TARGETED GRANT FOR A HISTORIC DOCUMENTS PRESERVATION GRANT PROGRAM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

182-14 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED RESOLUTION AND SOLAR PHOTOVOLTAIC SYSTEM POWER PURCHASE AGREEMENT WITH GENERAL ELECTRIC INTERNATIONAL, INC. TO PROVIDE ELECTRICITY AT REDUCED COST TO THE NEW HIGH SCHOOL LOCATED AT 379 BOND STREET, REFERRED TO CONTRACTS COMMITTEE.

183-14 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE AGREEMENT IN SUPPORT OF THE BRIDGEPORT NEIGHBORHOOD TRUST REDEVELOPMENT PROJECT, LOCATED AT 515 WEST AVENUE,

REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**** COUNCIL MEMBER MARELLA SECONDED.**
**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***80-13 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amended Section 12.28.210 Regulation Banning Smoking in City Parks.**

***96-14 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, amended Sections 8.80.020 Definitions and 8.80.050 Prohibited Noise Activities by adding new Subsection "C" (10).**

***116-14 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amended to add new Chapter 13.12 Property Tax Exemption for Cogeneration Systems Incorporated into a Microgrid and Serving Municipal Buildings.**

***105-14 Miscellaneous Matters Committee Report re: Resolution requesting that City Council Members' written and electronic requests for departmental information of any kind be provided expeditiously.**

***137-14 Miscellaneous Matters Committee Report re: Reappointment of Esperina Baptiste Stubblefield (U) to the Food Policy Council.**

Mayor Finch then asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Brannelly requested that Agenda Item 80-13 be removed from the Consent Agenda. City Clerk Hudson then read the revised Consent Agenda into the record.

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

***96-14 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, amended Sections 8.80.020 Definitions and 8.80.050 Prohibited Noise Activities by adding new Subsection "C" (10).**

***116-14 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amended to add new Chapter 13.12 Property Tax Exemption for Cogeneration Systems Incorporated into a Microgrid and Serving Municipal Buildings.**

***105-14 Miscellaneous Matters Committee Report re: Resolution requesting that City Council Members' written and electronic requests for departmental information of any kind be provided expeditiously.**

***137-14 Miscellaneous Matters Committee Report re: Reappointment of Esperina Baptiste Stubblefield (U) to the Food Policy Council.**

**** COUNCIL MEMBER LYONS SECONDED.**
**** THE MOTION PASSED UNANIMOUSLY.**

***80-13 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amended Section 12.28.210 Regulation Banning Smoking in City Parks.**

Council Member Brannelly explained that the Committee had mistakenly thought they were approving the ordinance as amended when in fact, they were approving as written. She then read the amended ordinance language.

Amended from the floor on October 5, 2015 to read as follows:

Smoking of tobacco or any other combustible products shall not be permitted at the playgrounds, sports fields nor on the beaches of the parks of the city. Noticed by posting and signage.

Any person violating this rule and regulation and ordinance shall be fined as provided in chapter 1.12 of the code of ordinances of the city of Bridgeport.

**** COUNCIL MEMBER BRANNELLY MOVED TO AMEND AGENDA ITEM 80-13 AS READ.**
**** COUNCIL PRESIDENT MCCARTHY SECONDED.**
**** THE MOTION TO AMEND AGENDA ITEM 80-13 AS READ PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE AGENDA ITEM 80-13 AS AMENDED.**
**** COUNCIL PRESIDENT MCCARTHY SECONDED.**
**** THE MOTION TO APPROVE AGENDA ITEM 80-13 AS AMENDED PASSED UNANIMOUSLY.**

UNFINISHED BUSINESS:

***98-14 Economic and Community Development and Environment Committee Report re: Resolution Authorizing an Affordable Housing Tax Incentive Agreement for Crescent Crossing II, A Mixed-Income Affordable Housing Development Located at 252 Hallett Street.**

**** COUNCIL PRESIDENT MCCARTHY MCCARTHY MOVED TO TABLE AGENDA ITEM 98-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING TAX INCENTIVE AGREEMENT FOR CRESCENT CROSSING II, A MIXED-INCOME AFFORDABLE HOUSING DEVELOPMENT LOCATED AT 252 HALLETT STREET.**

**** COUNCIL MEMBER MARELLA SECONDED.**
**** THE MOTION TO TABLE AGENDA ITEM 98-14 AS AMENDED PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER SWAIN MOVED TO SUSPEND THE RULES TO ADD TWO ITEMS TO THE AGENDA.**
**** COUNCIL MEMBER LYONS SECONDED.**
**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER SWAIN MOVED TO APPROVE THE FOLLOWING ITEMS:**

176-14 PROPOSED SETTLEMENT OF PENDING LITIGATION WITH GULSEN BERRIOS.

177-14 PROPOSED SETTLEMENT OF PENDING LITIGATION WITH CECIL YOUNG.

**** COUNCIL MEMBER MARELLA SECONDED.**
**** THE MOTION TO APPROVE AGENDA ITEMS 176-14 AND 177-14 PASSED WITH NINE (9) IN FAVOR (BRANNELLY, BANTA, TAYLOR-MOYE, HALSTEAD, SWAIN, LYONS, L. MARTINEZ, MARELLA, AND JACKSON) AND FOUR (4) OPPOSED (MCBRIDE-LEE, SALTER, CASCO, AND E. MARTINEZ) AND THREE (3) ABSTENTIONS (MCCARTHY, CASTILLO, AND FELICIANO).**

**** COUNCIL MEMBER TAYLOR-MOYE MOVED TO SUSPEND THE RULES TO ADD TWO ITEMS TO THE AGENDA.**
**** COUNCIL MEMBER BANTA SECONDED.**
**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER TAYLOR-MOYE MOVED TO REFER THE FOLLOWING TWO ITEMS TO THE CONTRACTS COMMITTEE:**

A PROPOSED CONTRACT AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND THE BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION; (185-14) AND

A PROPOSED CONTRACT AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND THE BRIDGEPORT BUILDING TRADES COUNCIL (184-14).

**** COUNCIL MEMBER BANTA SECONDED.**
**** THE MOTION PASSED UNANIMOUSLY.**

Council President McCarthy announced that Council Member Vizzo-Paniccia was not present due to a death in the family and that Council Member Torres had to leave because his wife was giving a presentation.

Council President McCarthy then congratulated Council Member Jackson on her recently completed international tour.

ADJOURNMENT

**** COUNCIL MEMBER MCBRIDE-LEE MOVED TO ADJOURN.**
**** COUNCIL PRESIDENT MCCARTHY SECONDED.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:03 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City of Bridgeport, Connecticut
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT
45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON
City Clerk

FRANCES ORTIZ
Assistant City Clerk

COMM. 178-14 Accepted and Made Part of the Record (10-5-15)

October 1, 2015

Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that any item not acted upon at the final council session to be held on November 2, 2015 will be filed as sine die, and will require resubmission for December if action is still required.

Respectfully submitted,

Fleeta C. Hudson

Fleeta C. Hudson
City Clerk

BUDGET AND APPRORIATIONS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 5, 2015

Number	Type	Summary	Submitted by:	Date Referred:
		General discussion regarding the review of the Monthly Financial Report.		
		Budget Update from City Department: **Public Facilities** *(next up-coming meeting)*		
171-14	Comm.	Proposed Approval of Additional Capital Project Authorization to the 2016-2020 Capital Plan concerning Thomas Hooker School Roof.	Thomas R. Sherwood, OPM Director	**09/08/2015** (Off The Floor)
172-14	Comm.	Proposed Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects re: Thomas Hooker School Roof Capital Project.	Thomas R. Sherwood, OPM Director	**09/08/2015** (Off The Floor)

CONTRACTS COMMITTEE
PENDING ITEMS
As of October 5, 2015

Number	Type	Summary	Submitted by:	Date
153-14	Comm.	Proposed Professional Services Agreement re: A Waterfront Master Plan with CivicMoxie, LLC to create a plan that establishes clarity for the best and most appropriate uses, development and access to the varying waterfronts found throughout Bridgeport.	Lynn Haig, Senior Planner, OPED	Referred to Council: 09/08/2015 Received Request for Legal Services form from City Attorney: 08/05/2015
167-14 (Ref. #154-04)	Comm.	Proposed Site Agreement re: Amendment No. 1 with Sprint Spectrum Realty Company, L.P. regarding JFK Stadium.	John F. Cottell Jr., Dep. Dir. Public Facilities/Utilities Manager	Referred to Council: 09/08/2015 Referred to City Attorney: 09/09/2015

ECD&E COMMITTEE
Pending Items
As Of October 5th, 2015

Number	Type	Summary	Submitted by:	Date
167-13	Comm.	Proposed Request that the city establishes a moratorium on future tax abatements and expansion or proliferation on any not-for-profit organization	Enrique Torres, D-130th	Referred to Council on 10/6/14 **Tabled on 10/21** **Tabled on 12/16/14** **Tabled on 3/25/15**
156-14	Comm.	Grant Submission: re Greater Bridgeport Regional Council (GBRC) for a Tulip Museum-Brownfield Revolving Loan Fund to be used for cleaning up Brownfield Sites throughout the City (Project #16446)	Renu Gupta, Grants Writer, Central Grants Office	Referred to Council on 09/08/2015
157-14	Comm.	Grant Submission: FY2015 Supplemental Funding for Brownfields Revolving Loan Fund (RLF) (Project #15261)	Renu Gupta, Grants Writer, Central Grants Office	Referred to Council on 09/08/2015
161-14	Comm.	Grant Submission: re State of Connecticut Department of Public Health for Public Health Lead Poisoning Prevention Financial Assistance Grant. (Project #16236)	Isolina Dejesus, OPM Analyst, Central Grants Office	Referred to Council on 09/08/2015
162-14	Comm.	Grant Submission: re State of Connecticut Department of Public Health for Public Health Emergency Preparedness Grant (Project #16221)	Isolina Dejesus, OPM Analyst, Central Grants Office	Referred to Council on 09/08/2015
163-14	Comm.	Grant Submission: re State of Connecticut Department of Public Health for Per Capita Grant Programs (Project #16220)	Isolina Dejesus, OPM Analyst, Central Grants Office	Referred to Council on 09/08/2015
164-14	Comm.	Grant Submission: re National Endowment for the Arts for a Art Works Grant Program. (Project #16454)	Autumn Hurst, Grants Writer, Central Grants Office	Referred to Council on 09/08/2015
168-14 (Ref. #396-93; 130-95; 279-98 & 154-13)	Comm.	Proposed Resolution regarding Amendment #5 to the West End Municipal Development Plan (the "MDP") to allow for Residential Adaptive Reuse Development along Railroad Avenue and to establish 1565 and 1535 Railroad Avenue as Disposition Parcels under the MDP.	Bill Coleman, Director, Neighborhood Development, OPED	Referred to Council on 09/08/2015
169-14	Comm.	Proposed Resolution Authorizing the Disposition on city owned property located at 247 Colorado Avenue and requesting a public hearing relative to the same.	Bill Coleman, Director, Neighborhood Development, OPED	Referred to Council on 09/08/2015
170-14	Comm.	Proposed Resolution regarding the Reconstruction of Seaview Avenue from Barnum Avenue to Boston Avenue and the extension of Seaview Avenue to the Lake Success Eco Technology Park.	Bill Coleman, Director, Neighborhood Development, OPED	Referred to Council on 09/08/2015
175-14	Comm.	Grant Submission: re Sate of Connecticut Department of Transportation for the 2011 Ferry Boat Discretionary Program – Water Street Dock Project; 15-355.	Isolina DeJesus, OPM Analyst, Central Grants Office	Referred to Council on 09/21/2015

EDUCATION & SOCIAL SERVICES COMMITTEE
NO PENDING ITEMS
As of October 5th, 2015

Number	Type	Summary	Submitted by:	Date

MISCELLANEOUS MATTTERS
COMMITTEE
PENDING ITEMS
As of October 5th, 2015

Number	Type	Summary	Submitted by:	Date
11-14	Res.	Proposed Amendment to City Council Rules of Order- New Rule XXXI Council Liaisons to Boards and Commissions to generally define the position, roles, duties and responsibilities of the various appointed City Council Liaisons	Councilman Thomas C. McCarthy, D-133rd	Referred to Council on 12/15/2014 (OFF THE FLOOR) Tabled By Committee on 2/24/2015 Tabled by Committee 3/23/2015 Tabled by Committee on 5/26/2015 Tabled by Committee on 7/27/2015 Tabled by Committee 8/24 Tabled by Committee on 9/28/2015
152-14	Comm.	Proposed approval of a new job classification with NAGE Local RI-200 of Senior Housing Code Inspector/Enforcement Officer.	David Dunn,	Referred to Council on 9/8/2015 Tabled by Committee on 9/28/2015
173-14	Comm.	Proposed Settlement of Pending Litigation with Mark Anthony Febres	Mark T. Anastasi, City Attorney	Referred to Council on 9/21/2015 Tabled by Committee on 9/28/2015
176-14	Comm.	Proposed Settlement of Pending Litigation with Gulsen Berrios	Mark T. Anastasi, City Attorney	Referred to Council on 09/21/2015 (OFF THE FLOOR) Tabled by Committee on 9/28/2015
177-14	Comm.	Proposed Settlement of Pending Litigation with Cecil Young.	Mark T. Anastasi, City Attorney	Referred to Council on 09/21/2015 (OFF THE FLOOR) Tabled by Committee on 9/28/2015

ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 5, 2015 PAGE 1 of 3

Number	Type	Summary	Submitted by:	Date
16-13	**Res.**	Council Review and Possible Revisions to the City's Purchasing and Procurement Ordinance, Chapter 3.08 City Contract and Purchasing Procedures.	City Council President, Thomas C. McCarthy, D-133rd	**01/21/2014** (Cancelled) and carried over to **02/04/204** Special City Council Meeting Tabled by Committee on: **02/25/2014** Tabled by Committee on: **03/25/2014,** Tabled by Committee on: **05/27/2015**
34-13	**Comm.**	Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.08 City Contract and Purchasing Procedures, amend Sections 3.08.070 Purchasing Procedure and Section 3.08.090 Disqualifications of vendors from doing business with the City-Procedure.	Jodie Paul-Arndt, Citi Stat Director	**02/18/2014,** Tabled by Committee on: **02/25/2014,** Tabled by Committee on: **03/25/2014,** Tabled by Committee on **April 22, 2014,** Tabled by Committee on: **09/23/2014**
38-13	**Comm.**	Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.12 Equal Opportunity Requirements for Contractors, amend Section 3.12.130 Minority Business Enterprise Program.	Jodie Paul-Arndt, Citi Stat Director	**02/18/2014** Tabled by Committee on: **02/25/2014,** Tabled by Committee on: **03/25/2014** Tabled by Committee on **April 22, 2014,** Tabled by Committee on: **09/23/2014**
39-13	**Comm.**	Proposed Amendments to the Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program, amend Sections 8.76.020 Definitions, Section 8.76.040 Enforcement and adding New Section 8.76.052 Allocation of Capital Gain.	Jodie Paul-Arndt, Citi Stat Director	**02/18/2014,** Ref'd to City Atty. **02/20/2014** Approved by Committee on: **02/25/2014,** PHO: **02/25/2014,** PHH: **03/03/2014,** Tabled by Council and Sent back to Committee on: **03/03/2014,** Tabled by Committee on: **03/25/2014.** Tabled by Committee on **April 22, 2014,** Tabled by Committee on: **05/27/2015**
79-13	**Comm.**	Proposed Amendments to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amend Section 12.28.090 Animals Prohibited from Parks.	Board of Park Commissioners/ Parks & Recreation	**05/05/2014,** Tabled by Committee on: **05/28/2014 & Meeting Cancelled on 06/24/2014.**

ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 5, 2015 PAGE 2 of 3

Number	Type	Summary	Submitted by:	Date
84-14	**Res.**	Request that Home Foreclosure Action must only be employed after consultation and Approval of said Action by Common Council, first through Appropriate Committee and Then as a Whole Council.	Councilmember, Enrique Torres, D-130th	**05/04/2015,** Tabled by Committee on: **06/05/2015** Special Mtg.
85-14	**Res.**	Request that taking Vehicles and the Action of "Booting" must only be employed after multiple offenses and that a certified letter be submitted to the owners of Vehicle and that Notice be provided to the Appropriate City Council Committee for their Approval of said Action.	Councilmember, Enrique Torres, D-130th	**05/04/2015,** Tabled by Committee on: **06/05/2015** Special Mtg. PHO: 06/23/2015, PHH: 07/06/2015
86-14	**Res.**	Request that Leaning or the taking of Homes by Foreclosure Action by the WPCA or the City of Bridgeport must only be employed after consultation and approval of said action by the Common Council, first through Appropriate Committee and then as a Whole Council.	Councilmember, Enrique Torres, D-130th	**05/04/2015,** Tabled by Committee on: **06/05/2015** Special Mtg.
131-14	**Comm.**	Proposed Amendments to the Municipal Code of Ordinances, Chapter15.12 Housing Code, amend Sections: 15.12.250, 15.12.270, 15.12.280 and 15.12.320, referred to Ordinance Committee.	Albertina Baptista, Acting Deputy Director of Health & Social Services	**08/03/2015,**
136-14	**Comm.**	Proposed Amendment to the Municipal Code of Ordinances, Chapter 3.28 Urban Enterprise Zone, amend Section 3.28.050 Fixing and Deferral of Assessment on Real Property within the Enterprise Zone and the Rehabilitation Areas.	Bill Coleman, Director, Neighborhood Development, OPED	**08/03/2015,**
141-14	**Res.**	Proposed Amendment to the Municipal Code of Ordinances, Chapter 8.56 Garbage Collection and Disposal, amend Section 8.56.170 City Dumping Regulations.	Councilmember, Enrique Torres, D-130th	**08/03/2015,**
142-14	**Res.**	Request that a Two-Year Pilot Program be introduced for the Sale of City Tax Liens.	Councilmember, Enrique Torres, D-130th & Co-Sponsors	**08/03/2015,**
143-14	**Res.**	Request that a Two-Year Pilot Program be Introduced concerning WPCA Liens.	Councilmember, Enrique Torres, D-130th & Co-Sponsors	**08/03/2015,**

ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 5, 2015 PAGE 3 of 3

Number	Type	Summary	Submitted by:	Date
144-14	**Res.**	Request that the appropriate City Staff be directed to implement additional measures to improve transparency with regard to City Revenues, Expenditures, Budgets and other Fiscal Matters **(Part 1).**	Councilmember, Enrique Torres, D-130th	**08/03/2015,**
145-14	**Res.**	Request that the appropriate City Staff be directed to implement additional measures to Improve transparency with regard to City Revenues, Expenditures, Budgets and other Fiscal Matters by making information available on the City's Website **(Part 2).**	Councilmember, Enrique Torres, D-130th	**08/03/2015,**
146-14	**Res.**	Request that the appropriate City Staff be directed to implement additional measures to improve transparency with regard to the City's use of Grant Dollars **(Part 3).**	Councilmember, Enrique Torres, D-130th	**08/03/2015,**
154-14	**Comm.**	Proposed Amendment to the Municipal Code of Ordinances, Title 3 – Revenue and Finance, amend to add new Chapter 3.70 Campaign Public Financing.	Councilmember, Robert E. Halstead, D-132nd	**09/08/2015,**

PUBLIC SAFETY & TRANSPORTATION COMMITTEE
PENDING ITEMS
AS of October 5, 2015

Number	Type	Summary	Submitted by:	Date
150-13	Resolution	Proposed Resolution requesting that further designation of honorary streets be delayed until guidelines is adopted.	Council member(s) AmyMarie Vizzo-Paniccia, 134th District	Referred to City Council on: **09/02/2014** Tabled by Committee on: **10/07/2014** Tabled by Committee on: **12/01/2014** Tabled by Committee on: **01/13/2015** Tabled by Committee on: **04/27/2015** Tabled by Committee on: **05/27/2015** Tabled by Committee on: **06/30/2015** Tabled by Committee on: **07/29/2015** Tabled by Committee on: **08/28/2015**
155-14	Comm.	Reappointment of Edwin P. Farrow (D) to the Police Commission.	Mayor Bill Finch	Referred to City Council: **09/08/2015**
165-14	Petition	Petition to Discontinue Portion of Summit Place abutting 245-247 Alba Avenue.	Linda Pesce Laske, Green and Gross, P.C. Law Offices	Referred to City Council: **09/08/2015** Referred to: City Attorney, Engineering, Fire Dept., Police Dept., Public Fac., P&Z, WPCA on **09/09/2015** Received reply from: Police Dept. on **09/25/2015**
166-14	Resolution	Ensuring Children's Safety and Reducing Liability on Playgrounds.	Council member(s) Jack O. Banta and Denese Taylor-Moye, 131st District	Referred to City Council: **09/08/2015**

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS
Gregory M. Conte
Betsy A. Ingraham
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
Edmund F. Schmidt
Eroll V. Skyers

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

COMM. #179-14 ACCEPTED AND MADE PART OF THE RECORD
on 10/05/2015

September 18, 2015

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

Re: **SETTLEMENT OF CLAIM**
Deliah Portillo v. Frank Nicolia and COB
Docket No: CV-13-6030087-S

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced matter in the amount of $19,865.00 payable to The Bonadies Law Firm, Trustees for Deliah Portillo. The action was claiming personal injuries to Ms. Portillo when, on August 29, 2010, she was involved in a motor vehicle collision with a fire truck operated by Frank Nicolia. She alleges injuries to her left shoulder and back.

Pursuant to the City Council's Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my secretary, Kim laue, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

RECEIVED
CITY CLERK'S OFFICE
2015 SEP 18 P 4:01
ATTEST
CITY CLERK

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/dlk

City of Bridgeport, Connecticut

CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #180-14 Referred to ECD&E Committee
on 10/05/2015

September 29, 2015

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – **U.S. Consumer Product Safety Commission Pool Safely Grant Program (#16269)**

Attached, please find a Grant Summary and Resolution for the **U.S. Consumer Product Safety Commission Pool Safely Grant Program (#16269)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: City of Bridgeport application to the **U.S. Consumer Product Safety Commission Pool Safely Grant Program (#16269)**

If you have any questions or require any additional information please contact me at 203-332-5664 or autumn.hurst@bridgeportct.gov.

Thank you,

Autumn Hurst
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2015 SEP 29 A 10: 30
ATTEST
CITY CLERK

GRANT SUMMARY

PROJECT TITLE: **U.S. Consumer Product Safety Commission Pool Safely Grant Program (#16269)**

NEW x RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Autumn Hurst**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Health Department** is seeking funding to prevent drowning and drain entrapments of children in pools and spas. Funding from CPSC will be used for prevention education and enforcement of pool safety requirements. Funding will cover the costs of training Health Department inspectors/supervisors in Bridgeport (7) and regionally (28) on state swimming pool and spa safety law (50% of grant funding must be spent on this activity). Additional funding will be used to provide public education in the form of free to public Water Safety Instructor Training; free to public swimming lessons; creation of public education marketing materials for distribution; one large summer safety awareness event which will include a demonstration and safety drill; and a ZAC Foundation summer camp for Bridgeport youth.

CONTRACT PERIOD: 01/04/2016 to 01/05/2017

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):
Federal:
State:
City:
Other: $74,972.47

FUNDS REQUESTED
Salaries/Benefits:
Supplies:

A Resolution by the Bridgeport City Council

Regarding the

U.S. Consumer Product Safety Commission

Pool Safely Grant Program

WHEREAS, the **U.S. Consumer Product Safety Commission** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Pool Safely Grant Program**; and

WHEREAS, funds under this grant will be used to prevent drowning and drain entrapments of children in pools and spas; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, **Health Department**, submits an application to the **U.S. Consumer Product Safety Commission** to request funding used to prevent drowning and drain entrapments of children in pools and spas.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **U.S. Consumer Product Safety Commission** for the purpose of the **Pool Safely Grant Program**; and

2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Health Department**, to execute and file such application with the **U.S. Consumer Product Safety Commission Pool Safely Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

City of Bridgeport, Connecticut

CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #181-14 Referred to ECD&E Committee on 10/5/2015

September 30, 2015

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: A Resolution by the Bridgeport City Council Regarding the **2016 Connecticut State Library Targeted Grant Program -Historic Document Preservation** for referral to the ECDE Committee

If you have any questions or require any additional information please contact me at 203-576-7732 or renu.gupta@bridgeportct.gov.

Thank you,

Renu Gupta

Central Grants Office
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Grant Information Sheet

Contact Information

Project Manager	Ginne-Ray Clay	Phone	203-576-3975
Grant Writer	Renu Gupta	Phone	203-576-7732

Background Information

Grant Program (Full Title)	Historic Documents Preservation Grant 2016 -OPED		
Funding Entity	Connecticut State Library		
Program Start Date	January 1, 2016	Program End Date	June 30, 2016

Overseeing Department	OPED
Purpose/Scope of Grant Project	**Purpose [Why?]:** To improve preservation of historical official documents and provide easy access to the public. **Scope/Description [What?]:** City of Bridgeport Office of Planning & Economic Development (OPED) – will work with approved vendor software and scan the Field cards that are in the Building Department. Currently there are 28,000 cards that will be scanned and indexed for better record management with a goal for easier access. **Location(s)/Address (es) [Where?]:** N/A
Project/Service Carried Out By	☒ City of Bridgeport ☐ External Organization(s):
Project/Service Council District(s) – Approx.	☐ N/A or No Specific Limits ☐ **Citywide** ☐ 130th ☐ 131th ☐ 132th ☐ 133th ☐ 134th ☐ 135th ☐ 136th ☐ 137th ☐ 138th ☐ 139th
Rationale for Project Location(s)	

Award Type	☐ N/A	☒ Cash	☐ Technical Assistance	☐ Recognition Only
Amount	☐ N/A	☒ Requested: $6,500		☐ Awarded: $
Match Amount	☒ N/A	☐		☐ In-Kind: $
Match Source(s) (Account Line/Project/Staff/Entity)	☒ N/A			

A Resolution by the Bridgeport City Council

Regarding the

Connecticut State Library FY 2016 Targeted Grant for Historic Documents Preservation Program

WHEREAS, the Connecticut State Library is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Connecticut State Library's Historic Documents Preservation Program; and

WHEREAS, funds under this grant will be used by Office of Policy and Economic Development to assist the Building Department in creating a framework for stronger record management and record preservation with a goal for easier access; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to the Connecticut State Library in the amount of $6,500; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the Connecticut State Library for the purpose of assisting Building Department in document management ; and,

2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut State Library for the Historic Documents Preservation Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

BILL FINCH
Mayor

JORGE J. GARCIA
Director Public Facilities

September 30, 2015

BY HAND

Fleeta Hudson, City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

RE: Submission of Proposed Resolution and Solar Photovoltaic System Power Purchase Agreement between the City of Bridgeport and General Electric International, Inc. to Provide Electricity at Reduced Cost to the New High School at 379 Bond Street

Dear Fleeta:

The attached proposed Resolution and the described Power Purchase Agreement are submitted to the City Council for consideration.

Respectfully submitted,

Department of Public Facilities

By: _____
John Cottell
Deputy Director, Public Facilities
Building Operations / Utilities

Encls.

Resolution of the City Council

Seeking Approval of a Power Purchase Agreement
("Power Purchase Agreement")
Between

General Electric International, Inc. ("GE International")
And
The City of Bridgeport ("City")

Concerning a Solar Photovoltaic Project to be Constructed on General Electric Land That Will Supply Electric Power to the New High School on Bond Street at A Substantially-Reduced Cost

Whereas the City and General Electric Company ("GE") have entered into several agreements previously approved by the City Council providing for GE's donation of an approximately 17-acre parcel of land located at 379 Bond Street to the City for purposes of constructing a new high school in the City of Bridgeport (the "Project");

Whereas GE International, an affiliate of GE, is willing to design, install, own, operate and maintain a solar photovoltaic electric-generating system on certain property owned by GE adjacent to the Project site (the "System");

Whereas GE International is willing to sell electricity generated by the System to the City pursuant to the terms and conditions of that certain Solar Photovoltaic System Power Purchase Agreement substantially in the form attached hereto ("Power Purchase Agreement");

Whereas the System is expected to satisfy a portion of the electricity requirements of the Project;

Whereas when the supply of electricity from the System is insufficient for the needs of the Project, the Project will obtain the balance of its power needs from another energy supplier (the "Host Utility");

Whereas when the supply of electricity from the System exceeds the needs of the Project, the excess power will be transferred to the New England Grid on a net metering basis ("Net Metering") meaning that the City will receive future credit for the excess electricity supplied to the New England Grid;

Whereas GE International is willing to sell electricity generated from the System at a fixed rate of 5.5 cents per kilowatt hour ($0.055 kwh), which price shall be fixed for a period of twenty (20) years;

Whereas the City will have no financial obligation for the construction of the System; and

Whereas GE International will receive and retain for its own benefit all environmental credits, financial incentives, and tax benefits associated with the installation, ownership, operation and electricity output of the System.

NOW, THEREFORE, BE IT RESOLVED:

THAT the City Council (a) agrees to enter into that certain Power Purchase Agreement substantially in the form attached hereto, subject to GE International's ability to obtain all necessary governmental approvals for the location, construction and operation of the System, and further subject to the parties meeting all of their respective obligations under such Power Purchase Agreement, and (b) authorizes the Mayor, the Director of Public Facilities, or the designee in writing of either of them, to execute such agreement, take all other actions and do all other things in furtherance of and consistent with this resolution in the best interests of the City.

SOLAR PHOTOVOLTAIC SYSTEM

POWER PURCHASE AGREEMENT

This Solar Photovoltaic System Power Purchase Agreement ("Agreement") is made and entered into as of November 3rd, 2015 ("Effective Date"), by and between GENERAL ELECTRIC INTERNATIONAL, INC., a Delaware Corporation, having an address at 1 River Road Schenectady, NY ("Seller"), and the City of Bridgeport, a Connecticut municipal corporation, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("Purchaser"). Each of Seller and Purchaser may be referred to herein as a "Party" and collectively, as the "Parties."

1. RECITALS

WHEREAS, **Purchaser currently leases and intends to acquire by donation certain property located at 379 Bond Street, Bridgeport, CT which uses electricity and on which the City is constructing a new high school ("Premises");**

WHEREAS, **Seller is willing to design, install, own, operate and maintain a solar photovoltaic electric generating system ("System"), on certain property adjacent to the Premises, on which property Seller has the right to install the System;**

WHEREAS, **the System would satisfy a portion of Purchaser's electricity requirements at the Premises, and Seller desires to sell and Purchaser desires to purchase all of the electricity generated by the System ("Output");**

WHEREAS, **Seller and Purchaser agree that Seller will obtain and retain all Environmental Credits and all Financial Incentives and Tax Benefits associated with the installation, ownership, operation and Output of the System;**

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, the Parties hereby covenant and agree as follows:

2. DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS

"Agreement" means this Solar Photovoltaic System Power Purchase Agreement, as the same may be modified or amended from time to time in accordance with the provisions hereof.

"Ancillary Services" means any supplemental services necessary to support the transmission of electric power from a seller to a purchaser and available from the System from time to time, whether existing as of the Effective Date or thereafter.

"Capacity" means electrical capacity that is dependent upon the availability and operation of the System, measured in kilowatts.

"Contractors" means the independent contractors engaged by Seller in any tier to perform any of Seller's obligations hereunder as set forth in Section 5.3.

"Commencement of Installation" means the date which is the later of obtaining all local and municipal permits, completion of interconnection agreements with the Host Utility, and the execution of all contracts with subcontractors.

"Defaulting Party" means the Party responsible for an uncured Event of Default.

"Delivery Point" means the physical location where the System connects to the Premises Electrical System.

"Dispute" means a dispute as defined in Section 18.1.

"Disruption of Delivery" means a disruption of delivery when the Seller is capable of generating and delivering Output to Purchaser as set forth in Section 11.3.

"Due Date" means the due date by which Purchaser must pay an invoice for Output as set forth in Section 9.6.1

"Effective Date" means the date of execution of this Agreement.

"Environmental Credits" means any and all federal, state or local renewable energy or emissions credits, offsets, or green tags, whether related to any renewable portfolio standard, renewable energy purchase requirement, carbon cap or trade market, or otherwise, whether existing as of the Effective Date or enacted thereafter and whether

available to Seller as owner of the System or producer of Output or available to Purchaser as the purchaser or user of Output.

"Event of Default" means the events set forth in Section 15.1.

"Financial Incentives and Tax Benefits" means any and all federal, state or local rebates, tax credits, energy production credits, or depreciation incentives related to any renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to Seller as producer of Output or available to Purchaser as the purchaser or user of Output.

"Force Majeure" shall have the meaning set forth in Section 14.1.

"Force Majeure Event" means the events of Force Majeure as set forth in Section15.1.

"Host Utility" means the electric distribution company serving or connected to the Purchaser.

"Indemnifying Party" means the Party responsible for indemnifying the Indemnified Parties as set forth in Section 15.8.

"Installation Period" means the period commencing on the satisfaction of the pre-installation conditions of Section 3.1 and continuing to the Service Commencement Date.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for the Seller at the Site.

"Late Fee" means the late fee that Seller may impose on Purchaser for payments not made by the Due Date pursuant to Section 9.6.2.

"Meter" means the standard instrument(s) and equipment installed at the Premises by Seller as part of the System to be used to measure and record the Output delivered to the Purchaser at the Delivery Point.

"Net Metering Arrangements" shall have the meaning set forth in Section 5.5 herein.

"Non-Defaulting Party" means the Party to whom the Defaulting Party is liable in accordance with the provisions of Section 15.

"Non-Delivery Period" means the unexcused non-delivery of Output by Seller as set forth in Section 15.2.

"Output" means, and is limited to, the electricity produced by the System and delivered to Purchaser and measured at the Delivery Point.

"Person" means any natural person, partnership, trust, estate, association, corporation, limited liability company, governmental authority or agency or any other individual or entity.

"Premises" means Purchaser's property, as described in Exhibit A.

"Premises Electrical System" means Purchaser's proposed building electrical systems that are owned or leased, operated, maintained and controlled by Purchaser, and which systems are interconnected with the Host Utility.

"Services" means the design, installation and testing of the System and, upon successful completion of installation and testing, the operation, maintenance and repair of the System, by System Operator as necessary to produce and deliver Output to Purchaser in accordance with the terms and conditions of this Agreement.

"Service Commencement Date" means the successful completion of the installation and testing of the System with notice to Purchaser that the System is ready to deliver Output as set forth in Section 5.7.

"Service Term" means the period commencing on the Service Commencement Date and continuing until the termination of this Agreement.

"Site" means the area on the property owned by the General Electric Company, a parent, subsidiary or affiliate of Seller, on which the Seller will install the System.

"Solar Electricity Price" means the price specified in Exhibit C that Purchaser shall pay Seller for the delivery of Output.

"System" means all equipment and materials, including but not limited to photovoltaic arrays, DC/AC inverters, wiring, meters, tools, software, and any other property now or hereafter installed, owned, operated, or controlled by Seller for the purpose of, or incidental or useful to, constructing, maintaining and modifying the use of the solar generation system and providing Output to Purchaser at the Delivery Point. The System is described more particularly in Exhibit B. For the avoidance of doubt, the System specifically excludes any part of the Premises Electrical System.

"Tariff" means the tariff of the Host Utility that sets forth the interconnection and net metering standards and requirements for the System to operate and for Seller to deliver Output to Purchaser in accordance with terms and conditions of this Agreement.

"Term" means the period of time that this Agreement shall be in effect as set forth in Section 3.

2.2 INTERPRETATION

In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include any other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to Sections, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and other modifications to such instruments, and references to Persons include their respective successors and permitted assigns.

2.3 SERVICE CONTRACT

The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

3. TERM

3.1 CONTRACT LENGTH

This Agreement shall commence on the Effective Date and the Term shall terminate 20 years following the Service Commencement Date, as set forth in Exhibit E, unless terminated earlier in accordance with provisions of this Agreement.

3.2 RENEWAL AND EXPIRATION

At the time that Purchaser notifies Seller of its election not to renew the Agreement or if the Parties cannot negotiate a renewal after 180 days of good faith negotiations, pursuant to Section 12 Purchaser may request that Seller agree to a renewal of the Agreement beyond the end of the Service Term. Any agreement to renew this Agreement shall be subject to negotiation and execution of an agreement between the Parties.

4. SYSTEM DETAILED DESIGN

4.1 PRE-INSTALLATION CONDITIONS

4.1.1 COMPLETION OF DETAILED SYSTEM DESIGN

Purchaser shall provide Seller with all available, necessary and up-to-date Premises and Premises Electrical System drawings, specifications and other documentation that Seller may reasonably require to develop and complete a detailed System design. For this purpose Purchaser shall provide Seller with access to the Premises to verify field conditions, and shall make appropriate staff available to answer questions and provide information required by Seller to support the detailed design process.

4.1.2 RECIEPT OF ALL NECESSARY CONSTRUCTION AND OTHER PERMITS

Seller shall apply for, pay for, and obtain all necessary construction and other permits from local authorities and Host Utility for installation of the System. Purchaser shall cooperate with Seller, at no out of pocket cost to the Purchaser, as necessary in the permitting process and shall apply directly for permits if necessary. Seller shall deliver copies of all permits obtained to Purchaser upon Purchaser's request.

4.1.3 FAILURE TO SATISFY PRE-INSTALLATION CONDITIONS-SELLER

The following are conditions of the Agreement that if not met prior to the Commencement of Installation, will, at the Seller's election permit the Seller to terminate this Agreement for convenience pursuant to Section 4.1.6.

a) Structural Inadequacy

If Seller determines in its sole discretion that a pre-installation condition set forth in this Section 4.1 cannot be satisfied, or that the System as described in Exhibit B cannot be installed on the Site because the Site is structurally inadequate to support the System, the Premises Electrical System is inadequate to accept the Output of the System, or architectural and other requirements are discovered that would add to the cost of the System, Seller will notify Purchaser that the System cannot be constructed as proposed, and this Agreement will terminate with neither Party having further obligations under this Agreement; provided however, that the Parties may agree to amend this Agreement to accommodate a revised, feasible System in which case the Parties shall come to agreement if possible on a revised System design and execute an amendment to this Agreement with revised Exhibits A, B, and C

b) Document Integrity

If Seller determines that the drawings, specifications and other documentation provided to Seller by Purchaser pursuant to Section 4.1 prior to Commencement of Installation are not correct or complete and that revisions thereto would add to the cost

of the System, Seller will notify Purchaser that the System cannot be constructed as proposed, this Agreement will terminate; provided however, that the Parties may agree, upon receipt of notice to amend this Agreement to accommodate a revised, feasible System in which case the Parties shall come to agreement if possible within twenty (20) business days to a revised System design and execute an amendment to this Agreement with revised Exhibits A, B, and C.

c) Cost Effectiveness

There exist at the time that installation commences no other known site conditions or construction requirements that would materially increase the cost of installation work or would adversely affect the electricity production from the System as designed.

d) Geotechnical Compatibility

For any underground placement of electrical cable or conduit, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with National Electrical Code;

e) Incentive Consistency

There is no material adverse change in the Financial Incentives and Tax Benefits after the Effective date and prior to the commencement of installation of the System that would adversely affect the economics of the installation for the Seller and/or its lenders.

f) System Permit Availability

The System permits are available on terms reasonably satisfactory to the Seller.

g) Zoning and Ministerial Permit Approval

Seller shall have received necessary zoning, land use and building permits.

h) Interconnection Approval

Seller and the Host Utility shall have executed all necessary agreements for interconnection to the applicable electric distribution system.

i) Credit Worthiness

There is no material adverse change that affects the credit worthiness of Purchaser.

j) Legality

No Change in Law has occurred that would make Seller a Public Utility in performing its obligations under this Agreement.

5. SYSTEM INSTALLATION

5.1 INSTALLATION SCHEDULE

Seller will provide Purchaser with a proposed installation schedule and an estimated Service Commencement Date. Purchaser shall have twenty (20) business days to review and comment on the proposed schedule, and Purchaser has not objected within such period, or the proposed schedule will be considered approved. Seller will notify Purchaser of any material changes to the proposed schedule and any revisions to the estimated Service Commencement Date during the Installation Period.

5.1.1 RIGHT OF ACCESS DURING INSTALLATION PERIOD

Seller and its Contractors shall have the right of access specified in Section 7 pursuant to a separate access agreement ("Access Agreement") attached hereto as Exhibit F during the Installation Period for purposes of installing those portions of the System that will installed on the Premises, and will coordinate such installation activities with Purchaser to minimize interference with normal operations at the Premises, to the extent reasonably practical and without causing undue delay in the Service Commencement Date. Any work that requires interruption of electricity to the Premises will be identified in the installation schedule, and Seller or its Contractors will receive approval from Purchaser prior to any such interruption.

5.1.2 INSTALLATION TO SPECIFICATIONS AND STANDARDS

Upon satisfaction of the pre-installation conditions of Section 4.1, Seller will begin installation at the Site. Seller shall install, and test the System on the Site in accordance with the technical specifications set forth in Exhibit B. Seller shall perform the Services in a good and workmanlike manner and in compliance with all applicable laws and regulations, including System compliance with the Host Utility's interconnection and Tariff requirements.

5.1.3 OUTPUT DURING SYSTEM TESTING

During the Installation Period, Seller or its Contractors may test the System, and Purchaser shall accept delivery of any Output resulting from such testing during the Installation Period. There shall be no charge to Purchaser for Output delivered from the System during the Installation Period.

5.1.4 CONNECTION OF SYSTEM TO PREMISES ELECTRICAL SYSTEM

Seller shall be responsible for the interconnection of the System to the Premises Electrical System and shall be solely responsible for all equipment, maintenance, and repairs associated with such interconnection equipment in accordance with the terms and conditions of this Agreement. Purchaser shall at all times own and be responsible for the operation and maintenance of the Premises Electrical System at and from the Delivery Point.

5.1.5 LICENSES, PERMITS AND INSPECTIONS DURING INSTALLATION

Seller shall maintain and shall ensure that its Contractors maintain all required insurance, licenses and permits during the Installation Period, and shall provide evidence of such to the Purchaser prior to entry onto the Premises. Seller and its Contractors shall obtain all inspections required by all authorities having jurisdiction during the Installation Period and during the Term. Certificates of inspection or other appropriate documentation by said authorities shall be delivered to Purchaser upon completion of the installation of the System.

5.2 CONTRACTORS

5.2.1 SUBCONTRACT REQUIREMENTS

Seller may hire Contractors by subcontracting the performance of any part or all of the Services Seller is obligated to provide hereunder. All Contractors so engaged by Seller shall be required by contract to have all permits, licenses, insurance and registrations required to perform the Services subcontracted to them.

5.3 INSTALLATION OF METER

Seller shall install the Meter at the Delivery Point to measure the amount of Output delivered by the System to Purchaser. Seller will own, operate and maintain the Meter during the Service Term at its own expense.

5.4 NET METERING ARRANGEMENTS

5.4.1 SELLER NOTIFICATION TO MAKE NET METERING ARRANGEMENTS

Seller shall provide Purchaser with timely notification that Purchaser must make Net Metering Arrangements with the Host Utility in order for Seller to be able to complete the installation and testing of the System. Purchaser agrees that Seller will work as the Seller's duly appointed agent with the Host Utility for all Net Metering Arrangements. Within five (5) business days of such notification from Seller that such Net Metering Arrangements have been made, Purchaser shall enter into Net Metering Arrangements

by executing such agreements as may be required by Host Utility to permit the interconnection of the System with the Premises Electrical System and to allow any Output of the System not consumed by the Purchaser to flow to the Host Utility. Purchaser shall promptly provide copies of such agreements and arrangements to Seller when executed.

5.4.2 REQUIRED DOCUMENTATION

Seller shall provide Purchaser with documentation under Seller's control that the Host Utility requires by its Tariff to demonstrate that the System complies with the requirements of the Host Utility's interconnection standards.

5.5 NOTIFICATION OF SERVICE COMMENCEMENT DATE

Upon the successful completion of the installation and testing of the System and Host Utility approval to operate the System, Seller shall provide Purchaser with notice

a) that the System is ready to deliver Output and
b) of the Service Commencement Date, in the form set forth in Exhibit E.

6. OPERATION AND MAINTENANCE

6.1 SELLER OPERATION, MAINTENANCE AND REPAIR OF SYSTEM

Seller shall maintain the System in good working condition, excluding ordinary wear and tear, and shall operate the System in accordance with all applicable laws, regulations and ordinances. If the System is damaged due to the negligence or intentional misconduct of Purchaser, then Purchaser shall be responsible for such costs incurred by Seller for the repair or replacement of the System to the extent of its negligence or intentional misconduct.

6.2 SELLER OPERATION AND MAINTENANCE CONTRACTORS

6.2.1 CONTRACTOR REQUIREMENTS

Seller may engage Contractors to operate, maintain and repair the System. Seller shall require any such Contractors to have all insurance, licenses, permits and registrations and obtain inspections required for such service providers as may enter the Premesis.

6.2.2 IDENTIFICATION OF CONTRACTORS TO PURCHASER

Seller shall provide Purchaser with

a) the identification of all Contractors with whom Seller contracts to operate, maintain and repair the System that require access to the Premises, and

b) evidence that such Contractors have obtained and will maintain insurance as required by Section 16. All Contractors shall follow Purchaser's access protocols, including sign-in, security and safety orientation, before commencing any work at the Premises.

6.2.3 PURCHASER RIGHT TO REMOVE CONTRACTORS FROM PREMISES FOR CAUSE

Purchaser shall have the right to remove from the Premises any Contractor or the agents, employees or subcontractors of such Contractor, who, in Purchaser's sole judgment, exhibit unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.

6.2.4 SAFE WORKPLACE

While at the Premises, Seller and its Contractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all applicable laws. Seller shall cause the work to be carried out in accordance with Purchaser's published safety program, attached hereto as Exhibit ~~III~~G.

6.3 PURCHASER O&M AND REPAIR OF PREMISES AND SITE

6.3.1 PURCHASER RESPONSIBILITY AND COORDINATION WITH SELLER

The duration of any maintenance or repair that disrupts System Output shall constitute a Disruption of Delivery on the part of the Purchaser in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by Seller as set forth in Section 15.2; provided, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of Seller, then the period required for maintenance or repair shall not constitute a Disruption of Delivery on the part of the Purchaser. Purchaser and Seller shall coordinate such activities so as to minimize disruption to the System.

6.4 PURCHASER MAINTENANCE AND REPAIR OF PREMISES ELECTRICAL SYSTEM

6.4.1 PREMISES ELECTRICAL SYSTEM

Purchaser shall maintain the Premises Electrical System in good working order, and shall perform such other maintenance, repair and upgrades as may be required including but not limited to such work required by the Host Utility or by applicable laws, regulations, ordinances, and codes. Purchaser will advise Seller in writing prior to making any adjustments, modifications, or upgrades to the Premises Electrical System that have a

potential to effect the Output of the System to ensure that the Output of the System is not negatively impacted.

6.4.2 DISRUPTION OF DELIVERY

The duration of any maintenance, repair, or upgrade that disrupts System Output shall constitute a Disruption of Delivery on the part of the Purchaser in accordance with Section 11.3, and shall not constitute a Non-Delivery Period by Seller as set forth in Section 15.2; provided, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of Seller, then the period required for such maintenance or repair shall not constitute a Disruption of Delivery on the part of the Purchaser. Purchaser and Seller shall coordinate such activities so as to minimize disruption to the System.

6.4.3 NOTICE OF SYSTEM MALFUNCTION AND NON-INTERFERENCE

Purchaser shall notify Seller immediately upon learning of (a) any material malfunction of or damage to the System and (b) any interruption or alteration of the energy supply to the Premises. Purchaser may not adjust, modify, maintain, alter, service or in any way interfere with the System, except as authorized in writing by Seller, or in the event of an emergency if there is an imminent threat to life or property in which case Purchaser shall give Seller or its designated Contractor immediate notice of such emergency. Purchaser shall be responsible for any damage to the System that is caused by its negligent or intentional interference with the System.

6.5 PURCHASER CONTINUING RESPONSIBILITY FOR NET METERING

At all times during the Service Term, Purchaser shall maintain the Net Metering Arrangements and any other related agreements.

6.6 PURCHASER SHADOW RESTRICTION

Seller shall have a right to direct sunlight in that airspace above the Site necessary to prevent any building, structure, landscaping, vegetation, or object of any type, from shading or otherwise blocking, obstructing, or interfering with the passage of direct sunlight to the Site, or any portion thereof, located on the Premises ("Shading Restriction") between the hours of 9 a.m. and 4 p.m. Eastern Daylight-Saving Time or between the hours of 10 a.m. and 5 p.m. Eastern Standard Time ("Daylight Hours"). In addition, Purchaser hereby grants Seller a Shading Restriction in connection with any existing and after acquired property of Purchaser adjacent to, abutting, or within one hundred (100) feet of the Site. The Shading Restriction imposes the following

restrictions on future use an enjoyment of the Site, the Premises and other land owned by Purchaser that abuts or is within one hundred (100) feet of the Site to prevent the impairment, obstruction or passage of sunlight through the Shading Restriction:

(a) No vegetation, structure or other objects will be allowed to encroach into or onto the area affected by the Shadow Restriction.

(b) No building, structure, vegetation, activity, or land use of Purchaser except utility lines, antennas, wires, ,and poles shall cast a shadow on the Site or any portion thereof during Daylight Hours. The Shading Restriction shall continue until this Agreement expires by its terms or is terminated.

7. ACCESS AND SPACE PROVISIONS

7.1 ADEQUATE SPACE FOR INSTALLATION

Purchaser shall provide Seller and its Contractors with adequate space on the Premises during the Installation Period for Seller's installation of those portions of the System that will be installed on the Premises.

7.2 ADEQUATE ACCESS FOR SELLER; GRANT OF LICENSE

7.2.1 ADEQUATE ACCESS

Purchaser shall provide Seller and its Contractors adequate access to the Premises pursuant to the Access Agreement to the extent necessary for Seller's installation, operation, maintenance, and, to the extent applicable, repair, replacement or removal of that part of the System located on the Premises. Purchaser shall provide Seller access to the Premises during regular business hours, outside of regular business hours upon reasonable request of Seller or Purchaser, and at any time in the event of an emergency as may be necessary for Seller to fulfill its obligations under this Agreement. Such access shall be subject to reasonable supervision by Purchaser as Purchaser may require. Seller shall use reasonable efforts to minimize disruption to Purchaser's operations.

7.2.2 GRANT OF LICENSE

This Agreement shall constitute a non-exclusive license throughout the Term of this Agreement granting Seller reasonable access to, occupancy of and use of the Premises for Seller to exercise its rights and meet its obligations hereunder. Purchaser will ensure

that any other license or other allowed use of the Premises shall not interfere with Seller's reasonable access hereunder.

7.2.3 OWNERS AGENTS

As used in this Section 7 access rights applicable to Seller shall include access for Seller's designated agents, Contractors and permitted assigns.

8. ENVIRONMENTAL CREDITS AND SYSTEM ATTRIBUTES

8.1 SYSTEM ATTRIBUTES

Seller shall at all times during the Term of this Agreement own and retain exclusive rights to any and all attributes, products or economic benefits attributable to the System or to the production and delivery of Output, including but not limited to Environmental Credits, Capacity and Ancillary Services.

8.2 ENVIRONMENTAL CREDITS

All Environmental Credits, whether available directly or indirectly, shall be and shall remain the property of Seller for the Service Term. Seller shall have sole use of such Environmental Credits and shall be permitted to use such Environmental Credits for itself, or to sell, grant, convey, or otherwise dispose of such Environmental Credits to any other Person, in Seller's sole discretion. Purchaser hereby grants, makes and conveys to Seller an absolute and irrevocable assignment of any and all right, title and interest Purchaser may at any time have in or to any Environmental Credits.

8.3 DOCUMENTATION

At Seller's request, Purchaser will assist Seller with substantiating the existence, nature, and/or quantity of Environmental Credits produced by the System, or required to validate Seller's rights to and ownership of the Environmental Credits.

9. PURCHASE AND SALE OF OUTPUT

On and after the Service Commencement Date and through the end of the Service Term, Seller shall deliver and sell to Purchaser to the Delivery Point, and Purchaser shall accept delivery and purchase at the Delivery Point, all of the Output at the price and the terms and conditions set forth in Exhibit C of this Agreement.

9.1 SOLAR ELECTRICITY PRICE

Beginning on the Service Commencement Date, the Solar Electricity Price paid by Purchaser for Output shall be as specified in Exhibit C.

9.2 OTHER ELECTRICITY PURCHASES

9.2.1 SYSTEM TO REDUCE OTHER ELECTRICITY PURCHASES

The Parties intend that the Output will reduce Purchaser's purchase of electricity from the Host Utility or retail electricity suppliers, and acknowledge that the System is not expected to meet the entirety of Purchaser's demand for electricity. To the extent that at any time the Output is insufficient to meet all of Purchaser's electricity demand, Purchaser will be responsible for purchasing electricity from such other sources. The Parties further intend that Purchaser's obligations to purchase the Output shall not be reduced by the installation of another power source(s) on the Premises.

9.2.2 OTHER ELECTRICITY PURCHASE AGREEMENTS

Purchaser shall be responsible for maintaining and fulfilling all obligations to any of its other electricity service providers, including but not limited to any competitive electric supplier of generation or transmission services to Purchaser at the Premises, and for meeting all requirements imposed by any such electricity service provider and by any federal, state or local government agencies with respect to such services and to the purchase of the Output.

9.3 SALE ONLY TO PURCHASER

In no event shall Seller sell, or be deemed to have sold, Output to any Person other than Purchaser.

9.4 PURCHASER NET METERING OBLIGATION

The Parties recognize and acknowledge that, from time to time, (a) the Output may exceed Purchaser's demand for electricity or (b) Purchaser will otherwise be unable to consume Output delivered to the Delivery Point. Purchaser shall nonetheless accept and take title to the Output at the Delivery Point and shall have in place and maintain Net Metering Arrangements as required by Tariff or by the Host Utility to deliver to the Host Utility any Output that exceeds Purchaser's demand for, or ability to consume, electricity; provided that if, through no cause attributable to Host Utility or Seller, Purchaser fails to enter into, fails to maintain or otherwise fails to comply with the required Net Metering Arrangements, and as a result of such failure, Seller cannot deliver Output to Purchaser, then such failure shall constitute a Disruption of Delivery and an Event of Default, and Purchaser shall be liable to Seller for the electricity that the System produced, or was capable of producing, and that would otherwise have been delivered to Purchaser as Output, in accordance with the provisions of Section 15.

9.5 TAXES

Seller is responsible for local, state and federal income taxes attributable to Seller for income received under this Agreement and for any personal property taxes attributable to the System.

Purchaser shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, if any, imposed or authorized by any Governmental Authority on the sale of electric energy by Seller to Purchaser. Purchaser shall provide any certifications of tax exempt status to Seller, which shall recognize such status. Purchaser shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse Seller for any and all such taxes assessed against the Purchaser and paid by Seller. Seller will not charge Purchaser any Seller generated fees or charges in excess of the Power Purchase Rates detailed in Exhibit C.

9.6 INVOICE AND PAYMENT

Following the end of each calendar month during the Service Term, Seller shall prepare and provide Purchaser an invoice for the Output delivered in the prior month (or partial month if the Service Commencement Date is not the first day of a month). Deliveries during the month of an anniversary date shall be prorated as to the applicable Solar Electricity Price. The amount due for the Output shall be determined by multiplying the applicable Solar Electricity Price by the Output delivered (or deemed delivered) to Purchaser during such month, and each invoice shall set forth in reasonable detail the calculation of all amounts owed. A sample invoice calculation is shown in Exhibit D. Delays in the issuance of any such invoice shall not constitute any waiver of Purchaser's obligation to pay once Purchaser has actually received an invoice from Seller, or Seller's right to collect, any payment under any such invoice.

9.6.1 PAYMENTS

Subject to its contest rights set forth in Section 9.6.1, Purchaser shall pay the full amount of each invoice on or before the forty-fifth (45)~~)~~ day following issuance thereof ("Due Date"). All payments made by Purchaser under this Agreement shall be by electronic funds transfer pursuant to the instructions set forth in Exhibit D attached hereto, or by check payable to Seller (unless otherwise directed in writing by Seller) at the address for notices set forth in Section 18.3 as such instructions or address may be modified by Seller by notice to Purchaser in writing.

9.6.2 LATE PAYMENT FEES

If any part of a monthly payment is not made by Purchaser within twenty-five (25) days following the Due Date, Purchaser agrees to pay Seller a late fee that shall accrue on the basis of one-half percent (0.5%) per month (or such lower percentage as and if required by applicable law) on the amount of such late payment ("Late Fee").

9.6.3 CONTEST RIGHTS

Purchaser shall notify Seller in writing within five (5) business days of issuance of the monthly invoice of any portion of the invoiced amount that it has a reasonable basis to dispute in accordance with Section 18.1 and the basis for such Dispute. The contested portion of any invoiced amount shall not relieve Purchaser of its obligation to pay the uncontested portion of such invoice as set forth in Section 9.6.

10. METERING

During the Service Term, Seller shall, at its own expense, own, operate and maintain the Meter and provide necessary Meter related services.

10.1 METER READING

Seller shall cause the Meter to be read at the end of each calendar month, and shall cause the Output delivered to Purchaser to be recorded. The reading shall be used as the basis for calculating the amount to be invoiced pursuant to Section 9.6 under this Agreement.

10.2 ALTERNATIVE MEASURES IN EVENT OF NON-OPERABILITY

The Seller shall check the calibration of the Meter but not less than two (2) times in any twelve (12) month period. If the Meter is out of service or registers inaccurately, the Seller shall notify the Purchaser and the measurement of the Output shall be determined by the following alternatives, in the following order: (a) any alternative or back-up meter that Seller or Host Utility may have installed, if registering accurately; or (b) a mathematical calculation, if upon a calibration test of such Meter a percentage error is ascertainable; or (c) estimates of deliveries of Output by reference to quantities measured during periods of similar conditions when such Meter was registering accurately.

10.3 CALIBRATION

10.3.1 NOTIFICATION

Seller shall notify Purchaser of the time it will test and calibrate the Meter and Purchaser may witness such testing. Seller shall notify the Purchaser of the accuracy of calibration in accordance with Section 10.2 above. Purchaser may request that Seller to re-test and re-calibrate the Meter, and any such testing shall be at Purchaser's expense if such tests indicate that the Meter is accurate within plus or minus two percent (2%). Purchaser may witness any re-tests.

10.3.2 ACCURACY

If, upon testing, any Meter is found to be accurate or in error by not more than plus or minus 2 percent (±2%), then previous recordings of such Meter shall be considered accurate in computing deliveries of Output hereunder, but such Meter shall be promptly adjusted to record correctly.

10.3.3 REPAIR

If, upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus 2 percent (±2%), then such Meter shall be promptly repaired or adjusted to record properly and any previous readings from such Meter used to compute invoices for Output shall be corrected to zero error. If no reliable information exists as to the period over which such Meter registered inaccurately, it shall be assumed for purposes of correcting previous invoices that such inaccuracy began at a point in time midway between the testing date and the next previous date on which such Meter was tested and found to be accurate.

10.3.4 ERROR CORRECTION

If upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus two percent (±2%), then the payments for Output made since the previous test of such Meter shall be adjusted to reflect the corrected readings as determined in accordance with Section 10.3. If the difference in the previously invoiced amounts minus the adjusted payment is a positive number (Meter has over-registered Output), that difference will offset amounts owing by Purchaser to Seller in subsequent month(s). If the difference is a negative number (Meter has under-registered Output), the difference shall be added to the next month's invoice and paid by Purchaser to Seller on the Due Date of such invoice.

11. OUTPUT INTERRUPTIONS

11.1 INTERMITTENT INTERRUPTIONS ARE EXPECTED

Purchaser acknowledges and understands that the System, as a solar photovoltaic system, will produce Output intermittently, and will not provide Purchaser with an uninterrupted supply of electricity. THIS AGREEMENT PROVIDES NO WARRANTY OR GUARANTEE TO PURCHASER OF AN UNINTERRUPTED SUPPLY OF ELECTRICITY. Seller shall not be liable to Purchaser for any intermittent interruption in Output during the Term, nor shall Seller be responsible for Purchaser's cost of alternative supplies of electricity during any such interruption. If delivery of Output from the System is interrupted, other than as a result of the default, negligent acts or omissions of Purchaser or as otherwise provided in Section 11.2, Seller will make commercially reasonable efforts to restore Output in a timely manner. INTERRUPTION OF OUTPUT

a) Notwithstanding anything to the contrary herein, Seller shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection, maintenance, repair, replacement, or alteration of the System, or at the direction of authorized governmental authorities or electric utilities for only so long as is reasonably required for such activities. Other than in the event of an unexpected interruption or in the event of an emergency, Seller shall give Purchaser notice prior to an interruption of Output and an estimate of the expected duration of the interruption.
b) Seller shall not be required to supply Output to Purchaser at any time Seller reasonably believes the Site, the Premises or the Premises Electrical System to be unsafe, but in no event will Seller have any responsibility to inspect or approve the Premises Electrical System. Similarly, Purchaser, should it deem the System to be in an unsafe condition, shall have the right to direct Seller to disconnect the System, or, in the case of imminent danger caused by such unsafe condition, Purchaser may disconnect the System from the Premises Electrical System without penalty under this Agreement. In such an occurrence, Purchaser shall notify Seller of said unsafe condition and of the emergency disconnection without delay and vice-versa .

11.2 DISRUPTION OF DELIVERY

In the event that Seller is capable of generating and delivering Output to Purchaser, but Purchaser fails, except for events of regularly scheduled maintenance which shall not last longer than twenty-four (24) consecutive hours or forty (40) hours in any seven (7) day period, to accept delivery of such Output (a "Disruption of Delivery"), Purchaser agrees to pay Seller for such Output as follows:

a) Payments that Purchaser would have made to Seller for Output that would have been produced during the period of the Disruption of Delivery, as determined by historic billing data or as represented by the National Renewable Energy Laboratory

PV Watts modeling software given the System attributes during the period of Disruption of Delivery;

b) Beginning on the fifth (5th) day following the commencement of the Disruption of Delivery, revenues that Seller would have received under any state solar incentive program and any other assistance program with respect to Output that would have been produced during the period of the Disruption of Delivery; and

c) Beginning on the fifth (5th) day following the commencement of the Disruption of Delivery, revenues from Environmental Credits that Seller would have received with respect to Output that would have been produced during the period of the Disruption of Delivery with due consideration to compliance fee payments to governmental authorities that may be caused by the Disruption of Delivery.

d) Payments will be made in accordance with the terms of Section 9.6.

11.3 COST TO RESTORE SERVICE FOLLOWING INTERRUPTION

Seller shall bear any costs associated with restoring service following any interruption of the supply of Output from the System as a result of Seller's operation of the System. Purchaser shall bear the costs associated with the restoration of the delivery of Output if an interruption is caused by the actions or inactions of Purchaser or the condition of the Premises or Premises Electrical System.

12. CONTRACT RENEWAL OPTION

12.1 NON-ELECTION AND REMOVAL

If Seller and Purchaser do not agree to renew this Agreement pursuant to Section 3.2, Seller shall, within ninety (90) days after the end of the Service Term, remove that portion of the System located on the Premises, including without limitation, the Meter, from the Premises at its expense including the reasonable expense of repairing any adverse impact such removal directly causes to the Premises to the Purchaser's reasonable satisfaction.

13. REPRESENTATIONS

13.1 PURCHASER REPRESENTATIONS

Purchaser makes the following representations and warranties to Seller:

a) Purchaser is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.

b) Purchaser has all the rights required to enter into this Agreement and perform its obligations hereunder.

c) This Agreement is enforceable against Purchaser in accordance with its terms and does not conflict with or violate the terms of any other agreement to which

Purchaser is a party, including, if applicable, any agreement pursuant to which Purchaser leases, occupies, or has financed the Premises or the Site.

d) Purchaser has no knowledge of any facts or circumstances that could materially adversely affect its ability to perform its obligations hereunder including its creditworthiness.
e) The information provided to Seller by Purchaser pursuant to this Agreement as of the Effective Date is true and accurate in all material respects including but not limited to: data concerning anticipated energy usage for the Premises; and construction drawings for the Premises in existence as of the Effective Date.
f) Purchaser shall use commercially reasonable efforts to satisfy all conditions precedent in Section 4.1.

13.2 SELLER REPRESENTATIONS

Seller makes the following representations and warranties to Purchaser:

a) Seller is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.
b) Seller has all the rights required to enter into this Agreement and perform its obligations hereunder~~,~~

c) This Agreement is enforceable against Seller in accordance with its terms and does not conflict with or violate the terms of any other agreement to which Seller is a party.
d) Seller has no knowledge of any facts or circumstances that could materially adversely affect its ability to perform its obligations hereunder including its creditworthiness.
e) The information provided to Seller by Purchaser pursuant to this Agreement as of the Effective Date is true and accurate in all material respects.
f) Seller shall use commercially reasonable efforts to satisfy all conditions precedent in Section 4.1.

14. FORCE MAJEURE

14.1 DEFINITION OF FORCE MAJEURE, FORCE MAJEURE EVENTS

Force Majeure means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that:

a) such circumstance, despite the exercise of due diligence, cannot be or be caused to be prevented, avoided or removed by such Party,
b) such event is not due to such Party's negligence or intentional misconduct,
c) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement,

d) such Party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof, and
e) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes, other than strikes or labor disputes solely by employees of the Party declaring the Force Majeure Event or as a result of such Party's failure to comply with a collective bargaining agreement; adverse weather conditions and other acts of nature; earthquakes; and riot or civil unrest; provided, that Force Majeure Events shall not include any inability to make any payments that are due hereunder or to any third party or to procure insurance required to be procured hereunder.

14.2 NO DEFAULT

Neither Seller nor Purchaser shall be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event. Not-withstanding any provision herein to the contrary, the Purchaser shall not be obligated to make payments under this Agreement for any period during which the Seller is unable to deliver Output to the Purchaser by reason of a Force Majeure Event.

14.3 NOTICE AND CURE

If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, then such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party affected by a Force Majeure Event shall use commercially reasonable efforts to remove or repair the cause of the Force Majeure Event and shall resume performance of its obligations as soon as reasonably practicable.

14.4 TERMINATION FOR FORCE MAJEURE

Either Party shall be entitled to terminate this Agreement upon ten (10) days prior written notice to the other Party if any Force Majeure Event affecting the other Party has been in existence for a period of forty-five (45) consecutive days or longer, unless such Force Majeure Event ceases prior to the expiration of such forty-five (45) day period.

15. DEFAULT, REMEDIES AND LIMITATIONS, INDEMNITY, RELEASE AND DISCLAIMER

15.1 DEFAULT.

Each Party (the "Defaulting Party") shall be liable to the other Party (the "Non-Defaulting Party") for the following "Events of Default."

15.2 FAILURE TO PERFORM OR TO MEET A MATERIAL OBLIGATION

a) Seller's unexcused failure to provide any Output following the Service Commencement Date for a period of at least sixty (60) consecutive days during the Service Term ("Non-Delivery Period"); provided that the Non-Delivery Period shall not include any period during which the System is not operating due to a Force Majeure Event or any period during which the Purchaser is in default hereunder or otherwise cannot accept delivery of Output, and such periods shall interrupt any calculation of consecutive days, and provided, further, that Seller's failure to deliver Output following the Non-Delivery Period shall not be a default for so long as Seller, at its option, pays to Purchaser on a monthly basis in arrears the positive difference, if any, between the Solar Electricity Price Purchaser would have paid for Output during the Non-Delivery Period and the rate for electricity service from Host Utility in effect at the time, until such time as Seller restores deliveries of Output to Purchaser.

b) Purchaser's failure to pay an invoice following the Due Date, and such failure continues for a period of thirty (30) days after Seller provides written notice of such nonpayment to Purchaser.

c) Purchaser's Disruption of Delivery.

d) Purchaser's failure to maintain the Premises or Premises Electrical System pursuant to Section 6 .

e) Purchaser's failure to maintain the Net Metering Arrangements pursuant to Section 6.5.

f) A Party's failure to perform fully any other material obligation under a provision of this Agreement including but not limited to those provisions explicitly set forth in this Section 15.2 and either

   (a) Such failure continues for a period of twenty (20) business days after written notice of such nonperformance from the other Party or

   (b) If the nonperforming Party commences an action to cure such failure to perform within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, but such failure is still not cured within thirty (30) days after the expiration of the initial ten (10) business day period.

15.3 MATERIAL MISREPRESENTATION

Representations, warranties and other statements made by a Party that misrepresent a material fact as of the Effective Date or thereafter, and such misrepresentation has a material adverse effect on the other Party that is not cured within ten (10) business days from the earlier of:

a) notice from the Party affected by the misrepresentation and
b) the discovery or determination by a Party of its misrepresentation; provided, that if the Party that has made the misrepresentation commences an action to cure such misrepresentation within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days after the expiration of the initial ten (10) business day period.

15.4 INSOLVENCY

A Party:

a) voluntarily or involuntarily files or has filed against it a bankruptcy or other similar petition,
b) enters into an assignment of its assets for the benefit of its creditors or
c) otherwise is unable to pay its debts as they become due.

15.5 REMEDIES.

15.5.1 REMEDY OPTIONS

Upon the occurrence of, and during the continuation without cure of, an Event of Default, the Non-Defaulting Party shall have the option, but not the obligation, to terminate this Agreement and the Defaulting Party shall be liable to the Non-Defaulting Party for damages for Default.

a) Purchaser Event of Default. If a Purchaser Event of Default occurs,
    (a) Seller shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Purchaser, and promptly following such termination, shall have the right to remove the System from the Premises.
    (b) Purchaser shall be liable to Seller for actual, direct damages, including but not limited to lost revenues for the sale of Output due to a Disruption of Delivery
    (c) Subject to ordinary wear and tear of the System, Purchaser agrees to pay Seller for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the System, to the extent resulting from negligence or intentional misconduct of Purchaser or any of its contractors, agents, tenants, employees, partners, owners, subsidiaries, affiliates or invitees.

(d) Until the termination of this Agreement under this Section 15, Seller shall have the right, but not the obligation, to deliver the Output to the Purchaser, and the Purchaser shall be obligated to purchase and pay for such Output in accordance with this Agreement.

b) Seller Event of Default. If a Seller Event of Default occurs,

(a) then Purchaser shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Seller. Following such termination, Seller shall have the right to remove from the Premises that portion of the System located on the Premises within thirty (30) days after such termination, and shall promptly make or have made any repairs to the Premises to the extent necessary to repair any adverse impact such removal causes to the Premises.

(b) Seller shall be liable to Purchaser for any actual, direct damages caused by a Seller Event of Default.

(c) Seller agrees to pay Purchaser for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the Premises or Purchaser's personal property or fixtures on the Premises, to the extent resulting from negligence or intentional misconduct of Seller or any of its contractors, second-tier contractors, agents, employees, partners, owners, subsidiaries or affiliates.

15.6 LIMITATION OF LIABILITY

While the Defaulting Party shall be liable to the Non-Defaulting Party for actual, direct damages caused by an Event of Default, neither Party shall be liable to the other Party for any special, indirect or consequential damages arising out of the performance or non-performance of this Agreement, whether caused by negligence, tort, strict liability, breach of contract, or breach of warranty.

15.7 RESERVATION OF RIGHTS

Neither termination nor the exercise of any other right or remedy by a Non-Defaulting Party hereunder shall eliminate the Non-Defaulting Party's right to pursue any other remedy given under this Agreement now or hereafter existing at law or in equity but shall not include compensatory, punitive or other form of exemplary damages.

15.8 MUTUAL GENERAL INDEMNITY

To the maximum extent permitted by law, each Party hereto (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, agents and employees of such other Party, and the affiliates of the same (collectively, the "Indemnified Parties"), from and against all loss, damage, expense and liability in connection with this Agreement (including court costs and

reasonable attorney's fees) to the extent caused by, or arising out of, the negligent acts or omissions of the Indemnifying Party, or resulting from an Event of Default that is not cured pursuant to the provisions of this Agreement.

15.9 DEFENSE OF CLAIMS

An Indemnifying Party shall have the right to defend an Indemnified Party by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the Indemnified Party, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnified Party shall take any action relating to such claims or actions within the indemnification obligations hereof without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld in the exercise of its commercial business judgment, and no Indemnifying Party shall settle any such claims without the Indemnified Party's prior written consent, unless the settlement includes a full and unconditional release of claims against the Indemnified Party.

15.10 RELEASE OF LIENS AND CLAIMS

So long as Purchaser has paid all amounts that become due and owing to Seller hereunder, Seller shall hold harmless Purchaser from all liens and claims filed or asserted by Seller's independent contractors, second-tier contractors or other third parties against Purchaser or the Premises for services performed or material furnished to Seller by such parties. Seller shall, at no cost to Purchaser, promptly release, discharge or otherwise remove any such lien or claim by bonding, payment or otherwise and shall notify Purchaser of such release, discharge or removal. If Seller does not timely cause any such lien or claim to be released, discharged or otherwise removed, Purchaser shall have the right (but not the obligation) to pay all sums necessary to obtain releases, discharges or removals (including the settlement of any lien or claim). In such event, Purchaser shall have the right to deduct all amounts so paid (plus reasonable attorneys' fees) from amounts due Seller hereunder. Alternatively, upon reasonable demand by Purchaser, Seller shall reimburse Purchaser for such amounts within twenty (20) business days of receipt of such demand.

15.11 DISCLAIMER OF WARRANTIES

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF ITS

OBLIGATIONS HEREUNDER (INCLUDING ANY SERVICES, GOODS, MATERIALS OR OTHER ITEMS SUPPLIED HEREUNDER), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

16. ASSIGNMENT

16.1 ASSIGNMENT BY PURCHASER

Purchaser shall have the option to assign this Agreement with the express written consent of Seller and the written approval of the Host Utility. Such consent shall not to be unreasonably withheld.

16.1.1 SUBSTITUTE SOLAR ENERGY POWER PURCHASE AND SALE AGREEMENT

In the event that Purchaser terminates this Agreement during the Term because it will no longer own or occupy the Premises, Purchaser shall use commercially reasonable efforts to facilitate discussions between Seller and a successor owner or occupant of the Premises regarding the sale of Output to such new owner or occupant pursuant to an assignment of this Agreement acceptable to Seller. In the event that Seller accepts such an assignment or enters into an agreement with such new owner or occupant for the sale of Output on terms at least as favorable to Seller as this Agreement, then Purchaser shall have no further liability to Seller. Otherwise, Purchaser shall be liable to Seller for damages in accordance with the provisions of Section 15.

16.2 ASSIGNMENT BY SELLER

a) Seller may, with the prior written consent of Purchaser which consent shall not be unreasonably withheld, assign its interest in and be released from its obligations under this Agreement, as long as the assignee shall expressly assume this Agreement and agrees to be bound by the terms and conditions hereof.
b) Seller may, without the consent of Purchaser, (a) transfer or assign all or substantially all of its rights and obligations hereunder to an affiliate or successor or (b) collaterally assign to its lenders, in connection with a financing of the System, all or any part of Seller's rights or obligations hereunder. Purchaser agrees to provide acknowledgements, consents, or certifications reasonably requested by Seller's lenders in conjunction with such financing. Seller shall inform Purchaser of any such transfers or assignments.

17. MISCELLANEOUS

17.1 DISPUTES

The Parties agree to attempt to resolve any dispute, controversy or claim (each, a "Dispute") arising out of or relating to this Agreement or any breach or alleged breach

hereof through an informal process that shall be assigned to an executive officer of each Party. In the event such a process fails, each Party may seek appropriate relief in a court located in Fairfield County, Connecticut having jurisdiction.

17.2 NOTICES

Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered

a) personally to the Party to whom notice is to be given,
b) by electronic mail to the Party to whom notice is to be given (provided receiving Party issues an electronic mail receipt acknowledgment),
c) by a recognized overnight delivery service to the Party to whom notice is to be given, or
d) to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section 18.3.

If to Seller:

1 River Road

Building 53

Schenectady NY 12345

Attention: Erik Schiemann

Phone: (518) 385 4884

If to Purchaser:

City of Bridgeport

Director, Department of Public Facilities

Margaret E. Morton Government Center

999 Broad Street 2nd Floor

Bridgeport, CT 06604

With a copy to:

City Attorney

Office of the City Attorney

Margaret E. Morton Government Center

999 Broad Street 2nd Floor

Bridgeport CT, 06604

Phone: (203) 576 7130

17.3 APPLICABLE LAW AND JURISDICTION; WAIVER

This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Connecticut, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction. The Parties hereby consent and submit to the personal jurisdiction of the courts of Connecticut.

EACH OF SELLER AND PURCHASER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION.

17.4 ENTIRE AGREEMENT

This Agreement and any documents expressly incorporated herein by reference shall constitute the entire Agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, representations, and

statements, including any marketing materials and sales presentations whether oral or written. There are no agreements, understandings, or covenants between the Parties of any kind, expressed or implied, or otherwise, pertaining to the rights and obligations set forth herein that have not been set forth in this Agreement.

17.5 AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

17.6 INVALIDITY

The invalidity or unenforceability, in whole or in part, of any portion or provision of this Agreement will not affect the validity and enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid or unenforceable, the Parties shall immediately renegotiate in good faith such term or provision of this Agreement to effectuate the same intent and to eliminate such invalidity or unenforceability.

17.7 COUNTERPART EXECUTION

This Agreement may be executed and delivered by the Parties in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

17.8 NEUTRAL INTERPRETATION

The Parties acknowledge that this is a negotiated Agreement and, in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either Party.

17.9 HEADINGS

Any headings or captions contained in this Agreement are for reference purposes only and are in no way to be construed to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

17.10 NO WAIVER

No waiver of any of the terms and conditions of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced.

Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

17.11 SURVIVAL

Any provisions that are necessary to give effect to the intent of the Parties hereunder after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have each executed this Solar Energy Power Purchase and Sale Agreement, as of the Effective Date.

SELLER:

GENERAL ELECTRIC INTERNATIONAL, INC.

By: _____

Name: Erik Schiemann

Title: GE Solar Business Leader

PURCHASER:

CITY OF BRIDGEPORT, CT

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit A	Description of Premises and the Site
Exhibit B	System Description and Specifications
Exhibit C	Solar Electricity Price
Exhibit D	Sample Invoice and Electronic Fund Transfer Instructions
Exhibit E	Form of Notice of Installation Completion and Service Commencement Date
Exhibit F	Site Access Agreement
Exhibit G	City of Bridgeport Safety Plan

EXHIBIT A

Description of Premises and Site;

The Premises as defined herein are described as the Property currently leased and to be donated to the City of Bridgeport which will be the future location of the Warren G. Harding High School. It is located at 379 Bond Street, Bridgeport CT. Figure 1 shows the approximate area that encompasses the Premises and the Site. A portion of the System will be located on the Premises in so much as the electrical delivery from the Site to the Premises will be transported via electrical wiring and conduit. All electrical wiring and conduit as well as any equipment which enables the safe and effective delivery of the electricity from the System to the Premises up unto the Point of Interconnect will be defined as the System.

The Site as defined herein is the property owned by the General Electric Company adjacent to the Premises on which the Seller will be installing the System. The System will be designed to meet the electrical capacity needs of the future Warren G. Harding high school. Energy from the System must begin delivery no later than 31 December 2016.

Figure 1 is an approximate representation of the Site and the Premises.

EXHIBIT B

System Description and Specifications

Performance Guarantee **[TO BE MORE FULLY DESCRIBED AND MUTUALLY AGREED TO BY THE PARTIES]**

1. System Location: 1285 Boston Ave, Bridgeport, Connecticut

2. System Size (DC KW): 615.8 KW

3. Expected First Year Energy Production (kWh): 785,761 kWh

EXHIBIT C

Solar Electricity Price

Contract Year	PPA Rate
1	$0.0550/kwh
2	$0.0550/kwh
3	$0.0550/kwh
4	$0.0550/kwh
5	$0.0550/kwh
6	$0.0550/kwh
7	$0.0550/kwh
8	$0.0550/kwh
9	$0.0550/kwh
10	$0.0550/kwh
11	$0.0550/kwh
12	$0.0550/kwh
13	$0.0550/kwh
14	$0.0550/kwh
15	$0.0550/kwh
16	$0.0550/kwh
17	$0.0550/kwh
18	$0.0550/kwh
19	$0.0550/kwh
20	$0.0550/kwh

EXHIBIT D

Sample Invoice and Electronic Funds Transfer Instructions

GE Power & Water

Customer:

Invoice: 34930031 8/27/2015

AMOUNTS

Total PV electricity service charge:	$ 3908.74
Rate schedule: PPA Rate - Mobile Water	$ 0.135000

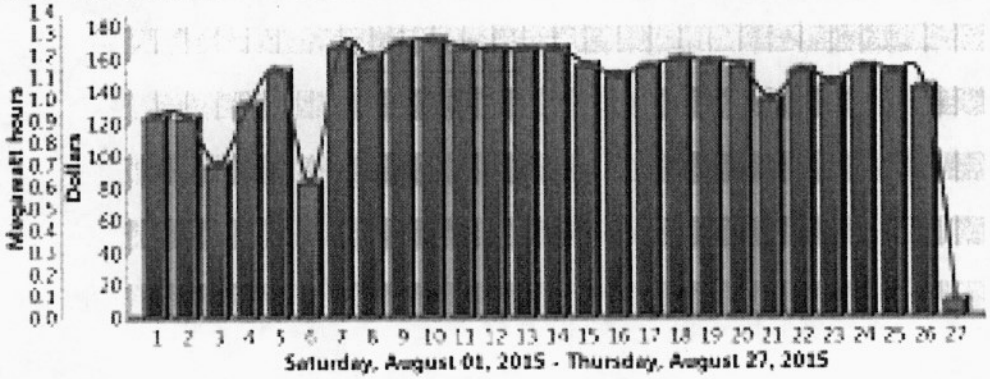
BILL PERIOD

8/1/2015 to 8/27/2015	27 days
Current reading:	30311 kWh
Previous reading:	1357 kWh
Difference (usage):	28954 kWh

BILL DETAIL

Cost per kWh:	$ 0.135000
Kilowatt-hour usage:	28954
Total for solar electricity:	$ 3908.74
General excise tax (0.000 %):	$ 0.00
Total amount due:	$ 3908.74

PV PRODUCTION



GE Web Cash
GE Corporate Treasury

Web Server Time : Tuesday, June 09, 2015 11:20:19 AM
GECC [GECC][200006465]

Logout Home Balance and Detail Funds Transfer Processing Administration Help

Create Transaction

ModelID:FF FW EXT PAY
Model Description:FREEFORM FW EXTERNAL 2 PARTY PAY

Instrument Type: FEDWIRE PAYMENT - EXTERNAL (FWRP)
Transaction Type:Freeform

Save Cancel

Transaction Information
Operative Account
Offset Account
Payment Details
References
Additional Information
Further Information
Control Stamps

Amount Of Transfer* (9,999,999.99) 0
Currency* USD - US DOLLAR
Transaction Date* (mm/dd/yyyy) 06/09/2015
Process Date* (mm/dd/yyyy) 06/09/2015
Value Date* (mm/dd/yyyy) 06/09/2015

Transaction Information

Post Operative to WS
Mode Normal
Status Created
Operative User Code 0496 Outbound Money Transfer
Transaction Number :

Help

Operative Account

Help

Debit Account		Debit Bank	
Account ID*	[redacted]	Clearing Code*	ABA - Fed Wire
Account #*	967385758	Bank Name*	JP MORGAN CHASE (NEW YORK)
Name*	GENERAL ELECTRIC INTERNATIONAL, IN	Account# / Route Code*	021000089
Currency	USD	Branch Code	
Address 1*	TWO CORPORATE DRIVE	Address 1	4 NEW YORK PLAZA FLOOR 15
Address 2		Address 2	
Address 3		Address 3	
Address 4		Address 4	
City*	SHELTON	City	NEW YORK
State*	CT	State	NY
Postal Code	06484-0865	Postal Code	
Country*	US	Country	US

Clear

Offset Account

Help

Beneficiary Account		Beneficiary Bank	
Account #*		Clearing Code*	ABA - Fed Wire
Name*		Bank Name*	
Address 1*		Account# / Route Code*	
Address 2		Branch Code	
Address 3		Address 1*	
Address 4		Address 2	
City*		Address 3	
State*	- Select -	Address 4	
Postal Code		City*	
Country*	- Select -	State*	- Select -
		Postal Code	
		Country*	- Select -

Clear

Payment Details

Help

References

Help

Reference Type: Value: Apply

Reference Type	Reference	Actions

{W2590655}

GE Web Cash
GE Corporate Treasury

Web Server Time : Tuesday, June 09, 2015 11:20:19 AM
GECC [GECC][200008465]

Logout Home Balance and Detail Funds Transfer Processing Administration Help

Create Transaction

ModelID:FF FW EXT PAY
Model Description:FREEFORM FW EXTERNAL 2 PARTY PAY

Instrument Type: FEDWIRE PAYMENT - EXTERNAL (FWRP)
Transaction Type:Freeform

Save Cancel

Transaction Information
Operative Account
Offset Account
Payment Details
References
Additional Information
Further Information
Control Stamps

Transaction Information

Help

Amount Of Transfer* (9,999,999.99) 0
Currency* USD - US DOLLARS
Transaction Date* (mm/dd/yyyy) 06/09/2015
Process Date* (mm/dd/yyyy) 06/09/2015
Value Date* (mm/dd/yyyy) 06/09/2015

Post Operative to WS
Mode Normal
Status Created
Operative User Code 0195 Outbound Money Transfer

Transaction Number :

Operative Account

Help

Debit Account

Account ID* HR36
Account #* 967385758
Name* GENERAL ELECTRIC INTERNATIONAL, IN
Currency USD
Address 1* TWO CORPORATE DRIVE
Address 2
Address 3
Address 4
City* SHELTON
State* CT
Postal Code 06484-0BG
Country* US

Debit Bank

Clearing Code* SWIFT ID
Bank Name* JP MORGAN CHASE (NEW YORK)
Account# / Route Code* CHASUS33
Branch Code
Address 1 4 NEW YORK PLAZA FLOOR 15
Address 2
Address 3
Address 4
City NEW YORK
State NY
Postal Code
Country US

Clear

Offset Account

Help

Beneficiary Account

Account #*
Name*
Address 1*
Address 2
Address 3
Address 4
City*
State* - Select -
Postal Code
Country* - Select -

Beneficiary Bank

Clearing Code* ABA - Fed Wire
Bank Name*
Account# / Route Code*
Branch Code
Address 1*
Address 2
Address 3
Address 4
City*
State* - Select -
Postal Code
Country* - Select -

Clear

Payment Details

Help

References

Help

Reference Type: Value: Apply

Reference Type Reference Actions

EXHIBIT E

Form of

Notice of Installation Completion and Service Commencement Date

[_____] ("Seller") hereby notifies _____ ("Purchaser") that pursuant to the Solar Photovoltaic System Power Purchase Agreement between the Parties dated [_____ ___], 2014, the System has been installed and tested successfully and is fully operational and is ready to produce Output to be delivered to Purchaser at the Delivery Point beginning [_____ ___, 201_], the Service Commencement Date.

Invoicing calculations will be based on the following Meter readings recorded on the Service Commencement Date:

Building	Meter Reading (kWh)

Upon receipt of this Notice of Installation Completion and Service Commencement Date please sign one of the duplicate originals of this notice and return one fully executed original to the undersigned.

SELLER:

GENERAL ELECTIC INTERNATIONAL, INC

By: _____

Name:_____

Title: _____

PURCHASER:

CITY OF BRIDGEPORT

By: _____

Name: _____

Title: _____

EXHIBIT F

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT (this "Agreement"), made as of this _____ day of _____, 2012, by and between GENERAL ELECTRIC INTERNATIONAL, INC. a Delaware corporation having an office at _____, New York, ("Seller") and the CITY OF BRIDGEPORT, a Connecticut municipal corporation having an office at 999 Broad Street, Bridgeport, Connection 06604 (the "Purchaser").

W I T N E S S T H:

WHEREAS, the parties have entered into a Solar Photovoltaic System Power Purchase Agreement, dated _____, ("PPA"), whereby Seller will sell to Purchaser and Purchaser will buy from Seller electricity for use in the school to be built on 379 Bond Street, Bridgeport, Connecticut ("School Parcel");;

WHEREAS, Seller will produce the electricity using a solar photovoltaic system (the "System") installed on a portion of property owned by the General Electric Corporation, 1285 Boston Avenue, Bridgeport, Connecticut (the "Solar Site"), which is located adjacent to the School Parcel;

WHEREAS, the PPA provides that Purchaser will provide the Seller access to the School Parcel for purposes of installing that part of the System located on the Premises, including without limitation, cables and a meter (the "Premises Equipment");

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, privileges and obligations set forth in this Agreement and the mutual benefits to be derived herefrom, the parties, intending to be legally bound, hereby agree as follows:

1. Grant of Right to Access. For the time period commencing as of the date hereof and continuing until the termination of the PPA, Purchaser grants to the Seller and its Representatives access to the School Parcel at all reasonable times, subject to the Seller's compliance with the notice requirements of this Agreement, for the purpose of verifying field conditions, installing the Premises Equipment, operating and maintaining the Premises Equipment, and, to the extent applicable, applicable, repair, replacement or removal of that part of the System located on the Premises. The Seller agrees that it and its Representatives shall use commercially reasonable efforts to minimize the disruptions to Purchaser and their consultants and contractors, and their respective employees, and invitees, during the term of the PPA.

2. Insurance. Prior to entering the School Parcel, the Seller and all Representatives performing any portion of the Investigation, at their respective sole cost and expense, shall provide Purchaser with a certificate(s) of insurance evidencing all workers' compensation, commercial general liability, business automobile liability, and umbrella or excess liability insurance policies and other insurance policies required to be procured and maintained by Purchaser, in substantially the form attached hereto as Exhibit C, and be in full force and effect for the duration of the Investigation. Purchaser shall be named additional insureds (to the extent of the liabilities assumed hereunder) on all policies required to be maintained under this Agreement, as allowed by law.

3. Notice of Access; Coordination;. The Seller agrees to give Purchaser written notice two (2) business days prior to the Seller or any of its Representatives undertaking its activities on the School Parcel pursuant to this Agreement. Such notice shall set forth the activities to be undertaken at the School Parcel; the identity of the Representative to perform such work and the schedule for the performance of all such work.

4. Site Conditions. The Seller's access to the School Parcel and the work performed by or on behalf of the Seller shall not cause material physical damage to the School Parcel and the Seller shall ensure that promptly following the work the School Parcel.

5. Responsibility for Materials. The Seller agrees that it shall be responsible for any waste generated as a result of the work, and will ensure that all such waste is transported and disposed of in accordance with all applicable laws. The Seller shall sign, as "generator" all waste documentation associated with off-site transportation, treatment and disposal of waste generated by the work.

6. Miscellaneous.

   a. Governing Law. Seller and Purchaser understand and agree that this Agreement shall be interpreted and construed under the laws of the State of Connecticut.

   b. Modifications. This Agreement may not be modified except in a writing signed by both Purchaser and the Seller.

   c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Seller and Purchaser and their respective successors and assigns.

   d. Notice. Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered

a. personally to the Party to whom notice is to be given,

b. by electronic mail to the Party to whom notice is to be given (provided receiving Party issues an electronic mail receipt acknowledgment),

c. by a recognized overnight delivery service to the Party to whom notice is to be given, or

d. to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other Party

If to Seller:

1 River Road

Building 53

Schenectady NY 12345

Attention: Erik Schiemann

Phone: (518) 385 4884

If to Purchaser:

City of Bridgeport,

Director, Department of Public Facilities

Margaret E. Morton Government Center

999 Broad Street 2nd Floor

Bridgeport, CT 06604

Phone: (203) 576-7130

With a copy to:

City Attorney

Office of the City Attorney

Margaret E. Morton Government Center

999 Broad Street 2nd Floor

Bridgeport CT, 06604

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

Signed, sealed and delivered

in the presence of

GENERAL ELECTRIC INTERNATIONAL, INC.

_____

Printed Name:

_____

Printed Name: Erik Schiemann

Its:

Duly Authorized

_____

Printed Name:

CITY OF BRIDGEPORT

_____

Printed Name:

_____

Printed Name:

Its:

Duly Authorized

_____

Printed Name:

Insurance requirements: The following insurance coverage is required of the Seller and it is understood that Seller shall require similar coverage from every contractor and subcontractor in any tier. The Seller shall procure and present to the City prior to entry onto the Premises, and maintain in effect for the duration of any entry onto the Premises without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of $5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of $2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than $500,000 per claim.

Property Damage insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or to permanent buildings, structures or improvements (including boiler and machinery equipment), including materials and equipment in transit and thereafter stored on-site or off-site, covering the interest of the City, its contractors and subcontractors and parties having an interest therein. Waivers of subrogation will be provided for all interested parties named herein.

General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal **BY POLICY ENDORSEMENT** to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by a certificate of insurance authorized and executed by the insurer or a properly authorized agent

or representative reflecting all coverage required and delivered to the City prior to entry onto the Premises.

Additional insured—The contractor or consultant and its subcontractors will arrange with their respective insurance agents or brokers to name the City as an additional insured party **BY POLICY ENDORSEMENT** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance **AND POLICY ENDORSEMENTS** issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns

Attention: Purchasing Agent

Margaret E. Morton Government Center

999 Broad Street

Bridgeport, Connecticut 06604

EXHIBIT G

City of Bridgeport Safety Plan

GENERAL SAFETY AND PROCEDURAL REGULATIONS

Each contractor/employer is responsible for the safety and health of its employees and for all other individuals affected by the work. Each contractor/employer is to provide line supervision that is knowledgeable of and capable of monitoring and enforcing continuous Safe Work Practices and ensuring continuous Regulatory Compliance.

Contractor / Employer Responsibilities

No declaration, act or omission by The City., or its representatives will be deemed to exempt, either wholly or in part, expressly or by implication, any Contractor/Employer or the Contractor/Employer's place of employment, from full compliance with the terms of any environmental, health or safety regulation(s) as stated by the Federal Government, the state government, the county or local city or other jurisdictions applicable to the Contractor/Employer's work. The Contractor/Employer is responsible for the action(s) and/or inaction(s) of its employees, lower tier contractor/employers, vendors, suppliers or guest(s). This Contractor is responsible for monitoring contractor/employer performance and compliance with respect to their contractual obligations. The contractor/employer is responsible for the safety of its employees and other individuals that may be associated with or exposed to its work and to assure the continuous utilization of safe work habits and for continuous regulatory compliance.

Each Contractor/Employer will be responsible for the development, implementation, effective utilization, supervision, monitoring, and enforcement of a loss prevention program (environmental, health, and safety program) for its employees and for all phases of the work. The continuous compliance with all (1) OSHA, (2) other applicable regulatory agencies and (3) site rules and regulations will comprise the **minimum** acceptable performance standards for each contractor/employer. Each contractor/employer is expected to supplement the overall site safety program with additional rules, regulations or procedures for individuals associated with its work.

Each contractor/employer will be responsible for the PREVENTION of accidents and injuries to employees, other contractors, the public, property and equipment.

The project's safety program will undergo continuous review, monitoring and evaluation, with continuous modification(s) and enhancement(s), as necessitated by legislative action, regulatory updates, work experience, accidents/injuries, the work, the environment, etc. Each company, contractor, or employer has the responsibility to make sure all employees are knowledgeable of and continuously comply with the environmental, health and safety program, including any specific or special procedures or rules for the work being performed and of the job site. Each contractor/employer is responsible for continuously monitoring the effectiveness of implementation, utilization, and enforcement of its Environmental, Health and Safety Program.
Each contractor/employer is required to have a written Injury and Illness Prevention Plan that, at

a minimum, equals or exceeds the City's Environmental, Health and Safety Program. This program must include the adoption and utilization of all standards, regulations and procedures of Regulatory Agencies (Federal, state, and local) and the City's Environmental, Health and Safety Program. (In the absence of an environmental, health, safety program, or any portion thereof, that is equal to or exceeds the City's, the contractor/employer will formally adopt, as its own, the City's Environmental, Health, and Safety Program.) The contractor/employer shall have available documentation of required training for its employees. Employee safety training, regardless of job experience, is mandatory. General safe work practices are important, as is specific training for those jobs with potential special hazards, such as crane operation, powder actuated tools, welding, grinding or other specific types of jobs. Each contractor/employer that may perform or be exposed to job activities that require an OSHA defined Competent Person such as scaffolding, trenching and excavations, fall protection, confined space, respirators, etc, shall ensure that the designated Competent Person is present during the work and that the individual acts "competently". All employees that may be involved or exposed to such work shall have specific, documented training to enable them to recognize hazards and/or changing conditions. Each contractor/employer on the job site is responsible for all training documentation, OSHA record keeping, accident reporting, and other required documentation. All contractors/employers on the job site are responsible for a written and properly implemented Hazard Communications program, which includes Material Safety Data Sheets for each chemical on the worksite.

In addition to requirements for appropriate worker compensation and liability coverage for all employees, it's important that adequate first aid supplies and multi-media trained first aid and resuscitation persons be available. Arrangements for medical evaluation and medical care, transportation and/or emergency rescue should be established prior to beginning work and made known to those individuals at the work site. Specific emergency telephone numbers for fire, police, paramedics, and medical and hospital personnel and facilities shall be maintained by all work site contractors/employers. *(The 911 emergency number shall be reserved for catastrophic and other serious emergencies.)*

In the event of any accident, especially those resulting in bodily injury, property damage, vehicular damage, involvement of a third party, environmental impact, or work interruption, the City management team is to be immediately notified and kept informed of subsequent events and/or results. (Near miss incidents are to be treated as accidents.) Copies of accident reports and investigations, with corrective actions, and copies of all insurance and/or regulatory reporting forms are to be immediately provided to the City management team.

Each worker must be properly trained for the job they are performing. Each company/employer must have knowledgeable field supervision that can communicate with its employees and with the City personnel. In addition, each contractor/employer shall develop, administer and enforce all safety program(s), documentation, and written job specific programs required by OSHA, the

City Industries, and other Federal, state, or local governing, such as, but not limited to, excavation and trenching permits, permit required confined space documentation, etc. Each contractor/employer shall develop and maintain a viable and effective drug and alcohol free program and work environment which is essential for the safety and health of all employees on the job site.

The following are some of the basic safety rules or safe work practices expected of all companies and employees on the job site, although this list is certainly not all inclusive and is not intended to be the only environmental, health and safety regulations, standards, rules, or procedures on the job. (These shall be in addition to those regulatory requirements discussed previously.) The City's management personnel, as well as each contractor/employer or trade may adopt additional, specific or more stringent rules for safety compliance.

Each contractor/employer shall be responsible for the protection of any hazard(s) or hazardous condition(s) associated with or created by its work. Generally, all persons shall follow safe work practices, render every possible aid to safe operations and report all unsafe conditions or practices to their foreman or the site superintendent so they can be protected and/or corrected. (Identified hazards shall be immediately protected.) Foremen or supervisors shall insist on employees observing and obeying every applicable the City, owner, company, state, or federal regulation and procedure as is necessary to safely conduct the work and shall take such action as is necessary to obtain compliance. No "traps" shall be created and/or left unattended. Established warning and informational signs and guards shall be observed and continuously maintained.

Workers shall continuously utilize the prescribed minimum Personal Protective Equipment in order to remain at the job site. Additional personal protective equipment may be required as the result of the work, the work location and/or the work being performed.

Anyone known to be under the influence of drugs or intoxicating substances which may impair the individual's ability to safely perform assigned duties shall not be allowed on the job site or shall be immediately removed from the work environment. Horseplay, scuffling and other acts which tend to have an adverse influence on the safety or well being of employees shall be prohibited. Discrimination and Harassment, in any form, shall, not be tolerated in any degree. Work shall be well planned and supervised to prevent injuries, especially in the handling of materials and in working with equipment. Anyone working with any type of equipment must be properly trained in the safe use of that equipment. No one should knowingly be impaired by fatigue, illness or other causes that they might unnecessarily expose the employee or others to injury. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation unless it has been determined that it is safe to enter. Anyone entering confined spaces must be properly trained and comply with confined space entry rules before entry.

When any trenching or shoring operations are in effect, no one shall enter any trench unless properly supervised by a competent person. All trenching, excavations, and shoring operations are to be performed in the prescribed OSHA manner and no one shall enter a trench unless it is properly shored or sloped according to appropriate OSHA regulations.

Work shall be arranged so employees are able to face a ladder and use both hands while climbing up or down ladders. Straight ladders must have at least 36 inches of the ladder extending beyond the landing to assist employees in safely getting on or off the landing. Only those ladders that meet OSHA specifications may be used on any job site. Any incomplete, modified or damaged scaffolds, false work, or other supporting structures shall be immediately reported to the foreman or superintendent and be repaired, completed, or replaced before use.

No burning, welding or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists and authority for the work is obtained from the foreman or superintendent. Any work involving an ignition or heat source shall be performed with adequate fire suppression equipment supplied by the contractor/employer and immediately available.

Only appropriate tools for each job will be used. All tools and equipment shall be maintained in good condition. Damaged tools or equipment shall be removed from service and tagged defective and not used until repaired or replaced. Portable electric tools shall not be lifted or lowered by means of the power cord, however, they can be lifted with ropes. Electric cords shall not be exposed to damage from vehicles or equipment. Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received proper training and instructions from their foreman. All temporary power sources, including extension cords, shall be protected by Ground Fault Circuit Interrupters. Only trained and authorized persons shall operate machinery or equipment. Gasoline shall not be used for cleaning purposes. Flammable, combustible and fuel gases shall be used, stored and maintained in accordance with mandated regulations. Employees shall cleanse themselves thoroughly after handling hazardous substances and follow special instructions from authorized sources. Appropriate personal protection is required for all jobs requiring the use of this type of equipment. Inappropriate footwear or shoes with thin or badly worn soles must not be worn. Loose or frayed clothing, long hair, dangling ties, finger rings, bracelets, chains and other potentially hazardous materials shall not be worn around moving machinery or other areas where they may become entangled. Machinery shall not be serviced, repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on equipment that is designed or fitted with safeguards to protect the person performing the work. Where appropriate, lockout/tagout procedures shall be used. Employees shall not work under vehicles supported by jacks or chain hoists without protective blocking that will prevent injury if jacks or hoists should fail. Air hoses shall not be disconnected at compressors until the hose line

has been bled. All excavations shall be visually inspected before backfilling to ensure that it is safe to backfill and that no one is in or near the excavation while backfilling. Excavating equipment shall not be operated near tops of cuts, banks or cliffs if employees are working below. Tractors, bulldozers, scrapers and carryalls shall not operate where there is a possibility of overturning in dangerous areas like edges of deep fills, cut banks, and steep slopes.

It is up to each contractor/employer to know and understand the environmental, health and safety requirements for the work site. A safe attitude among all employees on the job site is extremely critical. Employees should be instructed to report all injuries when they occur, so proper medical treatment can be provided if necessary and all incidences can be properly investigated. Each contractor/employer and each employee is responsible for job safety and health.

The City's project management may utilize a progressive discipline plan involving monetary penalties imposed on the contractor/employer for instances of serious, intentional, or repeated non-compliance with all applicable environmental, health, safety and regulatory rules, regulations, standards or procedures, including housekeeping activities. Instances of non-compliance by a contractor/employer's employees (including inappropriate actions and/or a lack of appropriate actions) shall result in:

A. First occurrence - verbal warning
B. Second occurrence - documented non-compliance observation notice
C. Third occurrence - monetary penalty and/or removal from work site of the offending employee and/or field supervision

Monetary Penalty:

a. Non-Compliance - $50 to $150 per occurrence
b. Serious - $150 to $500 per occurrence
c. Potential for life threatening or serious bodily injury or property damage - $ 500 to $1,500 per occurrence

* (Non-compliance represents an instance of regulatory and/or safety rules non-compliance that does not appear to immediately pose a threat to the health and safety of an individual, including failure to follow instructions and procedures.

Serious represents an instance of non-compliance that could pose a threat to the health and safety of an individual.

Potential for life threatening or serious bodily injury or property damage, including exposing the public to hazards, represents an instance that appears to pose imminent danger for serious bodily injury, up to and including death or permanent injury and/or substantial property damage.)

The City's project management team will make the determination of the

classification of non-compliance incidents - non-serious, serious and/or potential life threatening.

In cases of repeat monetary penalty, for the same or similar non-compliance issues, the assigned monetary penalty may be multiplied by a factor equal to the number of times the non-compliance issue has been identified and monetary penalties previously assessed to a contractor/employer.

The City*'s management and supervision may exercise discretion when administering this progressive discipline policy. Management/supervision* ***may bypass both verbal and written categories and utilize employee suspension, employee removal from the project and/or monetary penalties if the non-compliance issue is viewed as life threatening, serious, flagrant, willful or intentional.***

The following written information is required of the contractor/employer associated with this project and with the work, upon request of the City's management personnel:

1. Each contractor/employer will provide evidence of a environmental, health and safety program, which includes its site specific Hazard Communication Program (including, but not limited to, its chemical inventory list, providing applicable Material Safety Data Sheets (MSDS), means of communicating with other contractor/employers on site, and of potential exposure(s)). Also included, should be the company's Drug, Alcohol and Contraband Policy (Substance Abuse Policy) and the means and methods of enforcement.

2. Each contractor/employer will describe how its work will proceed and what measures will be taken to insure that hazards associated with the work and hazardous conditions will be controlled to protect all individuals, property and equipment.

3. Each contractor/employer will describe how it intends to comply with OSHA regulations for such work activities as:

a.. Respirators, their selection, training, and usage;
   i. Exposure (air and personnel) monitoring;
b. Trenching and excavation, including designated competent person;
c. Scaffolding, including designated competent person;
d. Fall protection, including training and designated competent person;
e. Electrical ground assurance program or GFCI's;
f. Confined space, including training, monitoring, rescue, inspection, permits and designated competent person;
g. Equipment inspection and certification;

h. Operator training and certification;
i. Selection and use of additional personal protective equipment;
j. OSHA mandated employee training;
k. Document identification of OSHA defined competent person for such activities as, but not limited to:
    i. Lead
    ii. Rigging
    iii. Welding and cutting
    iv. Scaffolds (erection, dismantling, and use)
    v. Fall protection
    vi. Trenching and excavation
    vii. Cranes and derricks
    viii. Material hoists, personnel hoists and elevators
    ix. Suspended personnel platforms
    x. Lift-slab operations
    xi. Bolting, riveting and fitting up
    xii. Mechanical demolition
    xiii. Blasting and the use of explosives
    xiv. Stairways and ladders
    xv. Asbestos (and other hazardous materials)

4. Each contractor/employer will describe its disciplinary action plan to be utilized in the event of employee non-compliance with the rules of conduct, and/or serious, intentional, or repeated disregard for established rules, regulations, and procedures including the proper utilization of personal protective equipment and the practices required to protect the safety and health of all individuals associated with or adjacent to the work.

5. Each contractor/employer will identify the corporate/company individual responsible for the company's environmental, health, and safety program at this work site – its development, program utilization, continuous monitoring, and program enforcement. The most effective and efficient means of communication shall be documented.

ENVIRONMENTAL, HEALTH AND SAFETY RULES, REGULATIONS and PROCEDURES

All environmental, health and safety work rules, procedures, regulations and standards of regulatory agencies (i.e. Federal, State, local, etc.), including those of the owner and/or his designated representative, are incorporated into the Environmental, Health and Safety Program of the City Industries. Additional rules, procedures and regulations may be developed and

incorporated at the discretion of The Company without prior notice in response to accident experience(s), the work, the work environment, adjacent areas or newly enacted regulatory standards. The City's Environmental, Health and Safety Program will undergo continuous review and evaluation and will experience continuous modification and/or expansion when appropriate.

RULES OF CONDUCT

In order to protect workers, property, equipment/vehicles and the project site and to provide a work environment conducive to efficient and productive work, free from unnecessary hazards and/or distractions, the following rules are established. These rules supplement regulatory compliance requirements. These rules represent the minimum "CODE OF CONDUCT" for all workers and other individuals associated with the work or the work site. Worker actions contrary to these rules will subject the individual to progressive disciplinary action, up to and including termination. In all cases where rules, policies, standards or procedures have not been adhered to, the facts and merits of the case will be given serious consideration by Management before disciplinary action is taken.

RULES of CONDUCT and BEHAVIOR:

It is not intended that these rules cover all causes for disciplinary action: they are intended, however, to cover infractions which are obviously contrary to the best interest of all concerned. The "Code of Conduct" is not intended to be all inclusive but to serve as a guide and represent minimal requirements for acceptable behavior.. This "Code of Conduct" is subject to modification, enhancement, and/or additions at the discretion of the Company.

Any one of the following act(s) is cause for disciplinary action, which could lead up to and include removal of personnel from job site:

1. Repeated, intentional, or serious violations of Company and/or General Environmental, Health, Safety, or Security Rules, Regulations, Procedures and/or Standards.

2. Deliberate, flagrant or negligent acts that endanger the safety, health or lives of others or the damage or destruction of tools, equipment or property.

3. Repeated or intentional failure to utilize designated personal protective equipment and/or to utilize such protective equipment in the prescribed manner and for its intended use.

4. Outburst of "uncontrollable" rage, anger or emotional displays that are disruptive to the work and/or individuals associated with the work.

5. Acts of "horseplay."

6. Threatened or actual physical violence at the work site. Threat to do bodily harm to a fellow worker or other individuals associated with the work site, including members of the public. Engaging in fighting, or in activity that could provoke fighting, and/or carrying weapons, i.e. firearms, explosives, flammable or other dangerous instruments.

7. Conduct which violates common decency or morality. Behaving disorderly, immorally or in a manner offensive or disruptive to others.

8. Failure to use assigned toilets.

9. Unauthorized, inappropriate or abusive use of radio transceivers or other communications devices.

10. The intentional or repeated use of obscene, vulgar, degrading or otherwise inappropriate language or physical gestures, including the inappropriate display pictures, signs, flags, emblems, etc.

11. Harassment (i.e., sexual - verbal or physical, etc.) or discrimination (i.e., age, race, sex, gender, religious, national origin, etc.) actions or activities (verbal, physical or otherwise) towards any individual or group of persons is strictly prohibited. (Any individual who contributes to or condones such behavior or is aware of such behavior and does not report it to the Project Management Team will be held accountable to the same degree as the perpetrator(s).)

12. Acts of sabotage and/or bomb threats.

13. Possession or use of weapons, ammunition, explosives, intoxicants, illicit drugs, narcotics, contraband or other unauthorized items on work site property. Reporting to work under the influence of or being in possession of drugs or intoxicants or otherwise being in violation of the City Drug Free Workplace Policy.

14. Bringing "strike anywhere" matches to the work site or have any type of match, cigarette lighter or flame producing device in restricted areas. (Where such items are restricted.)

15. Smoking in unauthorized areas.

16. Gambling on the work site property or bringing illegal gambling and/or not authorized paraphernalia onto the work site property.

17. Abuse, theft or the unauthorized removal of work site ---- property belonging to the work

site, other workers, contractors, vendors or the owner.

18. Creating and/or contributing to unsanitary or poor housekeeping conditions.

19. Operating equipment or vehicles without valid licenses and certificates, where applicable. Every worker is required to notify his supervisor when the required license or certification is restricted, expired, invalid, revoked, is not for the specific equipment or vehicle, or is not in the worker's possession.

    If an individual's job duties require the operation of a motor vehicle or equipment the individual is required to notify supervision if his/her driver's license is revoked, restricted, altered, suspended, expired, etc. in any manner.

20. Operating equipment or vehicles in an abusive, reckless, careless manner and/or at excessive speeds.

21. Violation of penal laws.

22. The removal, circumvention, altering, or by-passing any guard or safety devise, warning device, barricade or indicator.

23. Disregard of warning signs, including crossing or violating any restricted access signs, barricades, or other designated "no-access" areas without specific authorization.

24. Removal of a barricade, hole cover, or warning system without specific authorization and/or not providing adequate safety protection to avoid creating a "hazard trap" for other individuals.

25. The use of tools, equipment, vehicles, etc., with identifiable unauthorized modifications, defects, malfunctions or missing safety appliances.

26. Unauthorized modification(s) of tools, equipment, vehicles, etc., and/or the utilization of same in a manner for which they were not designed.

The City's management and supervision may exercise discretion when administering this policy. Management/Supervision **may bypass both verbal and written categories and utilize removal from jobsite for a worker if the violation is viewed as life threatening, serious, flagrant, willful or intentional.**

REPORTING ACCIDENTS, INJURIES, & PROPERTY DAMAGE

1. Near miss incidents, accidents (even though there may be no injuries or property damage known), injuries and/or occupational illnesses (no matter how slight), must be reported to the City immediately. *All incidents involving bodily injury, property damage, of any kind, property loss, or loss of services are also to be reported to the City in a timely manner.*

2. All accidents, injuries, equipment damage, and hazardous conditions, no matter how insignificant they may seem, are to be immediately reported to your supervisor. If you are injured, you are to report it immediately to your immediate supervisor, or other project management personnel. If you are aware of any property damage and/or potential injury/illness to other individuals, you are to report immediately to your immediate supervisor and/or the project management. Each individual with knowledge of an incident or alleged incident will be required to thoroughly document their knowledge of the facts and participate in a fact finding investigation.

PERSONAL SAFETY

ANY CONDITION OR PRACTICE YOU THINK MAY CAUSE PERSONAL INJURY TO A WORKER OR DAMAGE TO EQUIPMENT OR PROPERTY SHOULD BE REPORTED TO YOUR FOREMAN OR SUPERVISOR IMMEDIATELY.

27. Loose clothing, dangling neckties, jewelry, etc. must not be worn around moving machinery or equipment.

28. Long hair (head and face) must be contained at all times while working at or near moving machinery and must not interfere with the proper fitting of personal protective equipment.

29. No free hanging or dangling earrings (extending below the ear lobe) or earrings that extend away from the ear shall be allowed.

30. Hair shall be cut short, no longer than shoulder length. Any one with hair longer than shoulder length must wear an approved hair net while on duty and it must not interfere with the proper fit of personal protective equipment.

31. Facial hair shall be kept neatly trimmed, not over one inch in length. Facial hair is not permissible if respiratory protection is to be utilized.

32. Approved hard hats, in good condition and without holes, cracks or other defects, will be worn by all personnel and visitors at **all** times on **all** job sites, specific location exemptions shall be determined by the project superintendent. Hard hats must be worn according to the manufacturer's recommendation. "Bump" caps are not acceptable. Hard hats shall not be worn over baseball caps. Metal hard hats are not permitted where there

is a potential electrical exposure.

33. Eye protection is required at all times at all job and/or project sites. Industrial grade, ANSI approved, safety glasses shall serve as the minimum eye protection for all workers at a work site. **Additional** eye and face protection will be required for any person working with or around work that produces sparks, splashes, flying objects, chemical exposure, and/or Ultra-violet or Infra-red radiation.

(Material Safety Data Sheets (MSDS's) may dictate additional personal protective equipment that is required when performing some task(s) or being around or handling some products, such as chemicals.)

1. Welder's shields and lens / cutting goggles, with shading appropriate to the type of welding/cutting performed are required for all welding and burning operations.
2. Full-face shields over safety glasses may be required, as a minimum for any power chipping, grinding or sawing.
3. Full-face shields over safety glasses (and/or appropriate goggles) may be required, as a minimum, when handling molten materials such as tar or roofing materials.
4. Special purpose protection is required when handling acids, caustics, carcinogens and chemicals that can be readily absorbed through the skin in toxic amounts.
5. Special purpose protection is required when sandblasting and high pressure scarifying of building surfaces.
6. Sunglasses, dark lens or transitional dark lens inside of buildings, low light areas or at night will not be permitted.

8. Heavy duty work shoes, with substantial soles, are required. Open-toed or open-heeled shoes, moccasins, casual footwear, sandals, sneakers, soft-toed shoes, shoes with high soles or heels, cloth and/or synthetic fabric covered footwear (tennis shoes, jogging shoes, athletic shoes, walking shoes, etc.) and/or shoes with holes are forbidden for all individuals assigned work tasks at the project/operations site. In some work areas or work situations, shoes equipped with steel toes or metatarsal protection or other protective footwear may be required. Ask your foreman as to the proper foot protection for the assigned work.

34. Sleeved shirts, with minimum 6 inch sleeves, that cover the shoulders and extend down the arm must be worn at all times. Shirt tails are to be tucked in at all times. No tank tops, mesh shirts, or shirts with holes will be allowed. "Button down shirts" shall be buttoned to within the last two buttons of the shirt, near the neck. Shirts should be presentable, clean and free of significant holes, rips or tears.

35. Long pants which fully cover the legs, free of substantial holes, rips or tears shall be worn at all times. No shorts or cut-offs will be permitted. Clothing should be clean and presentable.

36. Hearing protection, ear muffs or ear plugs, will be properly worn when working around or are performing high noise level jobs.

37. Reflective vests, properly and fully fastened, must be worn by all workers, including subcontractors and/or visitors, when directing and/or working in the vicinity of traffic and/or moving equipment and when designated as a project requirement (i.e. bridge and road projects). All drivers, operators and delivery personnel making deliveries shall properly utilize personal reflective vests when at a project site designated as "reflective vests required" and/or when exposed to traffic and/or moving equipment. The condition, coloring and reflective quality of the garment must be maintained.

38. Personal floatation devices, properly and fully fastened, must be worn by all personnel when working on water vessels and when working over or near water, when standard handrails and/or other acceptable fall protection are not provided as fall protection.

39. Approved respirators will be continuously utilized in conditions where the work environment may be contaminated with dust, fumes, mists, vapors or substances that are harmful to the workers' health. Ask your foreman for the proper mask for the specific hazard.

40. Gloves may be necessary for some operations, depending on the nature of the work and/or hazards involved. The gloves should be designed for the specific work and potential job hazards.

41. When using unfamiliar materials, read manufacturers instructions and labels completely, as some materials may be considered hazardous under certain conditions. Appropriate personal protective equipment and work precautions may be required. Additional information may be obtained by reviewing the appropriate Material Safety Data Sheet (MSDS).

42. Make sure you have all the necessary personal protective equipment required by any particular job prior to beginning work.

43. Drinking or the possession of intoxicating liquors on the job or working under the influence of liquor (intoxicants) will not be permitted and shall be grounds for permanent removal from the job site. Non-prescribed, unauthorized and illegal drugs (substances

that have the effect of altering the mood, reactions, emotions, feelings, bodily functions, perceptions, etc.) are never permitted on the job. Anyone known to be under the influence, in the presence of, or have in their possession any illegal drugs or other banned products shall not be allowed on the job and will be subject to permanent removal from the job site.

44. Obey all posted rules, signs, instructions and barricades.

45. Workers should use normal walkways when coming or going to the job. Do not take short cuts through work, storage, or disposal areas.

46. The use of gasoline, or other flammables or solvents not specifically designed for that purpose, is prohibited for the cleaning of personnel, clothing, equipment or tools or for the starting of fires. Small quantities of gasoline must be transported only in approved safety containers with appropriate labeling (temporary containers). Gasoline engines must be shut off when refueling. When refueling equipment, appropriate fire extinguishers are to be immediately available.

47. NO SMOKING rules must be observed in posted or restricted areas.

48. Compressed gas cylinders must be secured in an upright position. When in storage an appropriate separation between Oxygen and combustible/flammable substances must be maintained. Regulators are to be removed and safety caps secured when cylinders are moved, transported or stored.

49. Do not attempt to operate any machinery, equipment or tools unless you are authorized, trained and qualified to do so and have been assigned to operate by the project supervision.

50. The air supply to pneumatic tools must be shut off and "bled down" before disconnecting and/or attempting any modifications, adjustments or repairs. Safety tie wires or whip checks must by used on all hose connections. Only individuals authorized and trained are to attempt any repairs or modifications.

51. Electric power sources must be disconnected before any adjustments, modifications or repairs can be made to electrical equipment. Repairs and modifications are to be effected only by qualified, trained individuals.

52. Proper manufacturer's safety guards, switches and shields must be in place and fully functional on all power equipment, tools and equipment.

53. Machines must be shut down and energy sources isolated before any adjustments, servicing or repairing to prevent accidental starting. This requires the disconnecting of all power sources and/or following lockout - tagout procedures. Before start up, all guards must be replaced, and all cranks, keys or wrenches used in the service work must be removed. Replacement parts must meet minimum tool specifications (e.g. grinder wheels must be approved for maximum RPM of the machine; wood cutting bits must be approved for wood working; blades must have proper arbor shape, etc.).
Machines and equipment are to be shut off at the end of work shifts or when left unattended.

54. Machines must be shut off, brought to a complete stop and disconnected from the power source before removing waste materials or making repairs and/or adjustments..

55. Tools and equipment, including cords and hoses and their connections, must be inspected daily before use by the individual utilizing such tools and equipment. (This includes temporary power sources -- electrical extension cords.)

56. All equipment and machine guards shall be kept in place and functional while the equipment is in operation. Tampering with, modifying, altering, or by-passing a safety guard is prohibited. All guards are to be promptly replaced after repair by qualified individuals after the repair work that necessitated their removal has been completed. No worker is to leave unguarded equipment and machinery un-attended unless appropriate barricades and/or prohibitive information is conspicuously posted.

57. Do not remove, alter, by-pass or tamper with any lock-out / tag-out lock or device unless it is yours.

58. No worker shall work or pass under lifted loads, this includes any portion of their body. Equipment operators shall not carry loads over any personnel Any exceptions shall be specifically authorized by the project management and any individuals with potential exposure to overhead loads shall be alerted by the equipment operator on each and every occasion of exposure.

59. Equipment operators are responsible for the load weights, rigging, determining equipment load capacity and lifting of loads, including the movement of equipment and loads. Load chart capacity for each piece of equipment shall not be exceeded. If questionable, lift plans shall be developed and discussed with the project management.

60. The workplace shall be kept clean, clutter free and obstruction free. Dispose of all debris in proper receptacles. No work area shall be left obstructed by any construction materials and/or construction debris and exits and walkways shall be kept clear of obstructions,

including cords, hoses, pipe parts, lumber, etc. Construction debris, including trash, dust, mud, lunch debris, scraps, etc., shall not be allowed to accumulate in any work area.

All walking - working surfaces shall be kept clean and uncluttered. Contractors shall not leave the work area without performing appropriate house keeping to maintain a clutter free work area.

61. Radios, TV's or other personal "noise" producing items shall not be allowed in the work area.

62. Cords, hoses, construction materials, construction debris, or stored materials shall not obstruct a walkway or work surface or present a tripping hazard in those areas, including pipe sections or other objects subject to rolling or causing a tripping hazard. All materials, tools and equipment shall be stored in a stable position (tied, stacked, or chocked) to prevent rolling or falling. A safe access to all work areas and exits must be maintained at all times.

63. Tools, equipment, machinery, vehicles and work areas are to be maintained in a clean and safe manner. Defects, malfunctions and unsafe conditions shall be reported to your foreman immediately. Only authorized personnel should attempt to make adjustment, alterations, modifications or repairs to any equipment, machinery or tools. Daily inspections, prior to use each work shift, are the responsibility of each worker.

64. Nails are to be immediately removed from disassembled lumber or bent flush so as not to present a potential hazard to other individuals. Discarded or loose nails shall not be allowed to accumulate on the walking surface.

65. No worker shall expose himself/herself, for any length of time, to a fall greater than 6 feet to a lower level, at any time, without utilizing one of the various forms of approved fall protection. Fall protection shall likewise be provided when hazards are at a lower level, such as exposed vertical rebar, operating equipment, heat sources, chemicals, water, etc., regardless of the height. Fall protection plans shall be developed prior to starting the work when a potential fall hazard may be present.

66. When a hazard is created by contractor's work, the contractor is responsible for protecting the hazard and for protecting other workers or individuals that may encounter the hazard, during the work period or when left unattended. No "traps" are to be left for individuals entering the work area at a later time. (A created hazard shall not be left un-attended for any period of time by the employee of the contractor assigned the work task.) Individuals in adjacent areas to the work, above or below the work shall be alerted and/or protected by the contractor(s) performing the work, including individuals with exposure to

migrating fumes, mists, dusts, gases, odors, etc..

67. All barricades, warning and informational signs and other warning systems are to be observed and strictly complied with. No worker shall cross a barricade or enter a restricted area without specific authorization from the project supervision.

68. Any barricades, signs or warning systems that are moved, removed or altered shall remain the responsibility of the worker(s) in the immediate area and other forms of personal and area protection shall be developed and maintained. Any worker temporarily altering or removing a barricade in order to accomplish the assigned work shall develop other forms of personal protection and/or personnel protection until such time as the barricades, guards or warning systems are restored.

69. No worker shall remove a hole cover or guardrail from any floor opening, wall opening, open sided floor, or scaffolding without specific authorization by the project supervision.

70. No worker shall enter a trench or excavation greater than 5 feet in depth unless a trench shield is used, the trench is properly shored or the slopes are laid back to the appropriate angle for the specific type of soil being excavated and appropriate access is provided. No worker shall enter a trench without another employee present on the surface. **A competent person is required to inspect the work area daily prior to workers' entry.**

71. Electrical power tools and temporary power sources shall be properly grounded before operation. Ground Fault Circuit Interrupters (GFCI) shall be utilized when temporary power sources, including extension cord sets, are in use. Do not use any tool with frayed or damaged insulation or plugs and missing grounding pens. Each worker is obligated to inspect their tools and equipment prior to use, including the temporary power source.

72. Use tools only for the purpose for which they were designed:
    a. Damaged tools should not be used until repairs are affected by authorized personnel.
    b. Do not use pipe extensions or tools for added leverage.
    c. Do not use tools or equipment with mushroomed heads such as chisels, bullpoints, hammers, etc.

73. Workers shall ensure that appropriate fire extinguishing equipment is immediately available when utilizing any tools or equipment or performing any work that produces flame, heat and/or sparks. Adjacent areas and individuals shall be protected from heat, flying sparks or objects and/or radiations.

74. Individuals in adjacent areas shall be protected when workers are utilizing tools or

equipment or performing work that produces ultra-violet and/or infra-red radiation.

75. High pressure compressed air should be used only on designated jobs. Never use high pressure compressed air to blow off clothing.

76. Use proper lifting techniques. Bend your knees, grab the load firmly and then raise the load keeping your back as straight as possible. Keep the load close to your body. Obtain help to lift heavy loads, loads of unusual shape and loads to unusual size.

77. Personal vehicles are not to be brought into or parked in a work location or yard. Park only in designated parking areas. (Never stop, stand or park around or behind construction vehicles/equipment that appear to be parked.) Company vehicles are to be parked in designated areas and/or protected areas, not exposed to moving vehicular/equipment traffic or other adjacent hazards.

78. Drivers/operators are responsible for the safe movement of their vehicle/equipment. Backing accidents are considered to be PREVENTABLE accidents. Make sure that you are aware of any and all obstacles that may be present around and behind a vehicle/equipment and that safe clearance is available, while maintaining a clear field of vision. If assistance is required, it is the driver/operator's responsibility to secure such assistance prior to moving any vehicle/equipment.

79. Maintain a safety conscious attitude at all times. If a work practice seems unsafe to you, discuss it with your foreman and/or project management before proceeding. With a little forethought a safer way of doing the job can be found.

    Workers are expected to be aware of any and all hazards of the work and the work environment and to take appropriate action to protect themselves and others from the hazard, such as establishing guard rail systems, utilizing appropriate personal protective equipments and establishing warning systems to protect others.

    It is the worker's responsibility to take appropriate actions if a hazard is encountered and to protect others if a hazard is created during the course of the work. Each individual will be held accountable if he/she continues to work in environments with exposure to unprotected hazards, whether they are located above, adjacent to or below the work area.

    Each worker will be held accountable for his/her actions and/or inactions – including the identification of work place hazards, avoiding the potential hazard, initiating appropriate protective measures, and protecting other individuals associated with the work place and/or the work.

Maintaining continuous Regulatory Compliance and the continuous utilization of Healthy and Safe Work Habits is a condition of employment.

Hazardous Substances

As required by the OSHA Hazard Communication Standard, workers have the right to know about hazardous substances that are used daily or are present at the work site. In order to be in compliance, workers must be familiar with the Hazard Communication Standard, potential chemical(s) and other hazards in the workplace, Material Safety Data Sheets (MSDS's), labels and required personal protective equipment.

The main components of the Hazard Communication Standard to be implemented on the work projects are as follows:

1. A written Hazard Communication Program on each work site.
2. Both a general and a specific employee training program, which will include a review of the required personal protective equipment to be utilized.
3. Maintenance of Material Safety Data Sheets (MSDS's) and a list of hazardous substances used on the work site.
4. Labeling of hazardous substances and containers used on the work site.

Requests for Material Safety Data Sheets must be in writing and must be coordinated through your immediate supervisor/foreman or the project superintendent.

Hazardous materials must be transported, stored, applied, handled and identified in accordance with Federal Regulations.

Scaffolding

At a minimum, shall comply with OSHA regulations, including but not limited to:

1. Guardrails, midrails and toeboards must be installed on all open sides of scaffolds with an exposure of 10 feet or greater to a lower level.

2. Scaffold planks must be at least 2 x 10 inch full-thickness lumber, scaffold grade, or the equivalent.

3. Scaffold planks must be cleated or secured from movement or must extend over the end supports by at least 6 inches, but not more than 12 inches.

4. Work platforms shall be fully planked.

5. Scaffold platforms shall be kept clean and clear of construction tools, equipment, materials and/or debris.

6. All scaffold members must be visually inspected before each use. Damaged scaffold members must be removed from service immediately.

7. Access ladders must be provided for each scaffold. Climbing off the end frames is prohibited unless their design incorporated an approved ladder.

8. Scaffolds must be tied off to the building or structure at intervals that do not exceed 30 feet horizontally and 26 feet vertically.

9. Scaffolds should not be overloaded. Materials should be brought up as needed. Excess materials and scrap should be removed from the scaffold when work is completed at the end of each shift.

10. Barrels, boxes, kegs, blocks, and similar unstable objects or surfaces must never be used as work platforms or to support scaffold components.

11. Where persons are required to work or pass under a scaffold, a screen of 18 gauge, ½ inch wire mesh or equivalent protection is required between the toeboards and the guardrail. Individuals at lower levels are to be protected form exposure to falling objects.

12. Overhead protection is required if personnel working on scaffolds are exposed to overhead hazards. Such protection must be 2 x 10 inch planks or the equivalent.

13. Scaffolds or work platforms must not be moved or altered by unauthorized personnel.

14. A competent person shall inspect the scaffolding and its components on each shift prior to use and during erection and dismantling.

15. Scaffolds must be on sound, rigid, solid footing capable of carrying the maximum intended loads without settling. Base plates shall be utilized on the scaffold frames.

16. Each person working from a 2-point suspended scaffold must be tied off to an independent approved safety line.

Rolling Scaffolds

1. No one is allowed to ride rolling scaffolds, except as permitted by OSHA regulations, in

specific circumstances.

2. Rolling scaffolds shall only be used on firm, level surfaces, without holes or obstructions.

3. Caster brakes must be locked when the scaffold is not in motion.

4. Casters must be secured to the scaffold frames by pens or equivalent means.

5. Get help when moving rolling scaffolds. Make certain that the route is clear. Watch for holes and overhead obstructions.

6. Secure or remove all loose materials and equipment before moving scaffold.

7. Platforms must be tightly planked for the full width of the rolling scaffold.

8. Guardrails, midrails and toeboards must be installed on all sides of the work platform that are 10 feet or greater above a lower surface.

Ladders

As a minimum, shall comply with OSHA regulations, including but not limited to:

All types of ladders are available on the job site for your use. There is no excuse for using a makeshift means of access to a work area or for utilizing ladders of inadequate length and strength..

1. Manufactured ladders must be rated for industrial or heavy duty work.

2. Ladders must be inspected by a qualified person and approved for use before being put into service.

3. Painted ladders CANNOT be used.

4. Job-made ladders must be constructed to conform with the established OSHA/MSHA standards.

5. Broken or damaged ladders must not be used. They are to be tagged "DO NOT USE" and promptly removed from service. Ladders to be repaired must be reported to your supervisor.

6. Do not splice together short ladders to make a longer ladder.

7. All straight and extension ladders must be equipped with safety feet or be secured at the bottom.

8. All straight ladders must be tied off at the top or otherwise secured to prevent movement.

9. Ladders must not be placed against movable objects.

10. The base of the ladder must be set back a safe distance from the vertical – approximately one-fourth of the working length of the ladder and anti-slip measures instituted..

11. Ladders used for access to a floor or platform must extend at least 36 inches above such floor or landing platform.

12. The areas around the top and base of ladders must be free of tripping hazards such as loose materials, trash, electrical cords and construction materials.

13. Ladders that project into passageways or doorways where they could be struck by personnel, moving equipment, swinging doors, or materials being handled must be protected by barricades or guards.

14. Workers must face the ladder at all times when ascending or descending.

15. Be sure that your shoes are free of mud, grease, or other substances that could cause a slip or fall.

16. Do not carry heavy, unwieldy, awkward or large materials up or down ladders. You should use both hands to go up or down a ladder. Use a rope or other means of hoisting materials after you reach the work location.

17. Only one individual is allowed on a ladder at one time, unless a two-man stepladder is in use.

18. Always move the ladder to avoid overreaching.

19. Stepladders must be set level on all four feet, with the spreaders fully engaged and locked in place. Stepladders must never be used as straight ladders.

20. Workers must never stand on the top two steps of a stepladder.

21. Metal ladders must not be used for electrical work or in areas where they could contact energized wiring or equipment.

22. Job made ladders must comply with OSHA/MSHA standards including being constructed of 2"x4" material, at a minimum, for side rails and rungs and 16 penny nails should be utilized. Ladder spacers are to be placed between rungs.

23. Personal fall arrest systems must be utilized when personnel are working from a ladder if their belt buckle goes beyond the ladder side rails.

Housekeeping

At a minimum, shall comply with OSHA regulations, including but not limited to:

Good housekeeping is an important part of any safety program. It is the responsibility of all employees – supervision and workers alike – to keep the job site clean. The individual employee generating construction debris, trash, scraps, etc. is responsible to clean their work area, with proper debris disposal in designated containers/areas, prior to leaving the work site. The individual worker is also responsible for ensuring that construction materials do not represent an obstruction or tripping hazard and do not obstruct exits, access routes, door ways, aisle ways, etc.

1. Scrap materials and rubbish are accident and fire hazards. If an excess of these materials exists in your work area, ask your supervisor to arrange for their removal, prior to you starting work.

2. Combustibles and flammables shall not be allowed to accumulate at a project site.

3. Trash containers should be located in all work areas. If you need one in your immediate work area, notify your supervisor.

4. All trash, waste and scrap must be placed in proper containers.

5. All hazardous wastes that may be generated, including solvent soaked rags or debris must be place in appropriate containers, properly labeled, and dated.

6. Tools and materials must be placed where they will not create a hazard for others or will not create an obstruction.

7. Spilled liquids can cause safety or health hazards and should be protected and cleaned up immediately. For hazardous materials, read the Material Safety Data Sheet for proper

spill cleanup and disposal procedures.

8. Keep change areas clean and orderly. Do not let soiled clothes, food scraps, and drink containers accumulate. Drinking cups, sandwich wrappers, food containers, paper bags, and other trash must be placed in the disposal containers provided.

9. Toilets, wash up facilities, drinking fountains, and water cans are provided for your convenience and comfort. You are expected to help keep them clean and sanitary. Never remove the top from a drink container, unless authorized by project management, and the use of other than single use drinking containers is prohibited. Properly dispose of all single use drinking containers in assigned receptacles.

10. Remove all protruding nails, staples, screws, or other objects that present a hazard to workerss or vehicles.

11. All stairways, corridors, ladders, catwalks, ramps and passageways must be kept clear of construction materials, construction debris, loose materials and trash.

12. Combustible material must be kept away from steam lines, heaters and heat producing processes and equipment, any flame work or other heat sources. All combustibles must be cleared at least 35 feet away from areas in which welding is going on, and below job level.

13. Workers that have completed their assigned task(s) are expected to initiate housekeeping activities in their work area until the project supervision assigns additional work task(s).

    Operators and drivers not actively working are expected to initiate housekeeping and cleaning activities on their equipment or vehicle until they are required to resume their active task(s) with the equipment/vehicle.

Material Handling, Storage and Disposal

At a minimum, shall comply with OSHA regulations, including but not limited to:

All materials must be properly stacked and secured to prevent sliding, rolling, falling, or collapse. Aisles, stairs, and passageways must be kept clear to provide for the safe movement of personnel and equipment and to provide access in emergencies.

1. Use proper lifting techniques when handling materials:

    1. Know the weight of the load you are going to move.

2. Know the path of movement and the placement location and ensure that they are clear and not obstructed, before you begin to move the load. PLAN YOUR LIFT.
3. Keep your back straight. Do not bend over.
4. Bend your knees, get close to the load.
5. Lift gradually, using your legs. Do not jerk or twist as you lift or begin moving the load.
6. Get help for bulky, odd shaped or heavy loads.
7. On multiple-individual lifts, communicate all moves prior to initiating a move or maneuver.
8. Whenever possible, try to use mechanical aids to reduce the amount of lifting that you are required to do.

80. All weights to be handled must be known before handling. Those who rig a lift must know the capacity and proper use of the handling device (crane, forklift, chainfall, come-a-long, clamps, chokers, chains, shackles and lifting pens) before proceeding.

81. The quantity of materials stored on scaffolds, platforms, or walkways must not exceed the rated capacity of the platform and must not exceed that required for one day's operation.

82. Protruding nails and wires must be bent over flush or pulled when forms or materials are stripped, uncrated or moved.

83. All protruding nails and wires must be removed or bent over flush, and ragged metal edges protected before the material is handled.

84. Materials must not be stored in such a way that they may block access to fire fighting equipment, fire exits, or emergency equipment.

85. Materials or equipment must never be thrown or dropped except in a controlled situation. Check with your supervisor or the Safety Department before setting up a controlled situation. The landing area must be barricaded to protect other individuals.

Electrical Safety Precautions

At a minimum, shall comply with OSHA regulations, including but not limited to:

Each worker is responsible for the inspection of all equipment and temporary power sources before each work shift and before each use.

1. All electrical tools and equipment must be grounded or double insulated and all temporary power sources protected by Ground Fault Circuit Interrupters (GFCI's).

2. Damaged or defective electrical tools, including power cords, must be tagged "out of service" and immediately removed from the work area.

3. Tampering with or the unauthorized repair of electrical tools or equipment is prohibited.

4. Temporary lighting used in damp and/or hazardous locations must be operated at a maximum of 12 volts.

5. Personnel must not work on or in proximity to energized circuits or any voltage unless adequate safety measures have been taken and the work operation has been reviewed and approved by the project superintendent and the Safety Department.

6. Machinery or equipment CANNOT be operated within 15 feet of electric power lines except where the electrical distribution or transmission lines have been de-energized at the point of work, or where insulating barriers not part of, or an attached attachment to machinery or equipment have been erected to prevent physical contact with the lines.

7. Temporary lighting must have guards over the bulbs. Broken and burned-out lamps must be replaced immediately. Bulbs must not extend beyond the protective guards. Do not attempt to remove broken bulbs until the circuit has been verified to be de-energized.

8. Energized wiring in junction boxes, circuit breaker panels, and similar locations must be labeled and covered at all times, and when appropriate, locked.

9. Hazardous areas must be tagged, barricaded, and appropriate warning signs posted.

Electrical Hazards – extension cords

Flexible cords may not be:

1. Used as a substitute for fixed wiring.
2. Run through doors, windows, sharp edges, etc. without adequate protection.
3. Attached to building surfaces.
4. Have connections wired or taped to prevent easy disconnect.

Flexible cords must be:

1. Continuous lengths without splices or taps.
2. Fastened so that there is no pull on joints or terminal screws.
3. Replaced when frayed or the insulation has been damaged or deteriorated.

Fall Prevention

At a minimum, shall comply with OSHA regulations, including but not limited to:

Fall protection must be provided and utilized by each person on a working/walking surface with floor openings or holes, hoist areas, open shafts, unprotected floor and roof sides, or ramps, runways or walkways with unprotected sides or edges 6 feet or more above a lower level or when there are hazards at lower levels such as exposed vertical rebar, operating equipment or machinery, heat sources, chemicals, water, etc., regardless of the height.

1. Floor openings or holes must be protected by guardrails or covers in compliance with OSHA regulations. If covers are used, they must be strong enough to support the loads to be imposed upon them and must be secured to prevent accidental displacement.

2. Do not remove covers on floor openings without approval of your supervisor. When a cover has been removed to bring in equipment or materials, the area must not be left unprotected at any time and the cover or other adequate protection replaced immediately upon completion of the work.

3. Floor openings must be barricaded or covered, secured, and clearly labeled with bright letters "Floor Opening – Do Not Remove" when the floor opening is created.

4. When it is necessary to work inside the barricade around a floor opening, you must utilize personal fall arrest systems per OSHA regulations.

5. For **ANY** work performed beyond a fall protection system consisting of a barricade, the involved workers must utilize an approved Personal Fall Arrest System that is compliant with OSHA/MSHA regulations.

6. Personal Fall Arrest Systems consisting of a Body Harness, lanyard and secure attachment point shall be utilized by ALL personnel accessing an area 6 feet or greater above a lower level not protected by standard guard rails and/or safety nets. Body belts are not accepted as part of a personal fall arrest system. (Body belts may be utilized as part of an approved positioning system.)

7. Jumping from elevated platforms, machines, scaffolds or ladders is prohibited.

8. Use provided safe access and extreme caution when climbing on or off heavy equipment, vehicles, scaffolds, etc.

9. Appropriate guard rails complying with OSHA standards should be provided, regularly

inspected and maintained as necessary.

10. Legible warning signs or caution tape should be placed on barricades, stands, posts, or other suitable stanchions before work starts and must be removed upon completion.

11. Barricades and Warning Lines shall be inspected and maintained before work begins in the immediate area.

12. A safe access must be provided to any and every work area, no matter how seldom it is utilized.

Cranes, Hoists, Motor Vehicles, Earth Moving and Heavy Equipment

At a minimum, shall comply with OSHA regulations, including but not limited to:

Equipment is built for safe operation, but it is only as safe as the operator.

NO worker is to use, move or operate any of this equipment unless he is qualified, adequately trained and assigned to do so by his supervision or the project superintendent.

NO equipment is to be utilized unless a formal inspection is conducted by the operator prior to use.

All hoists must comply with Federal regulations. Material hoists are to be operated by "authorized operators" only. Material hoists may not ever be used for lifting personnel.

The driver and/or operator is responsible for the safety of all passengers, where permitted, and the stability of materials being hauled or handled by his equipment.

DO NOT attempt to repair, alter, modify or adjust any vehicle or equipment without the specific authorization of the repair facility manager.

Any serious defects and/or malfunctions are to be reported immediately to the project superintendent, any project assigned maintenance/repair personnel and the repair facility manager. Tag the equipment **"DO NOT USE"** until repair personnel can effect appropriate inspection and repairs.

If a vehicle or equipment becomes stuck or is malfunctioning, **DO NOT** attempt to resolve the situation without first contacting the repair facility manager and/or the repair personnel assigned to the project site and receiving specific instructions.

In the event of an accident involving equipment, the repair facility manger should be immediately notified in addition to the Safety Department and Insurance Department.

The use of personal cellular phones is prohibited while any vehicle and/or equipment is in motion.

General

1. Operators must take signals from only one person; in an emergency, however, a **"STOP SIGNAL"** can be given by anyone.

2. Only standard hand signals will be acknowledged.

3. Routine maintenance, fueling, or repairs must not be performed while the equipment is in use or the power is on.

4. Do not operate any equipment unless the operator is familiar with the equipment operator's manual and the equipment's load chart is readily available and the operator has demonstrated knowledge, experience and skill to do so.

5. All loads and lights should be properly secured prior to any movement of the vehicle and/or equipment. When pulling, pushing or towing any load, ensure that all attachments are properly secured and safety chains and pens are properly positioned.

6. The weight of the material and capacity of the equipment or hoist must be known by the operator prior to beginning the lift. Material should be positioned so it cannot shift.

7. Loads must be guided and prevented from swinging by attaching a tag line to the load.

8. Exposure of hands and bodies shall be prevented at all landings and openings with the use of proper barricades.

9. A designated worker must observe clearance of the equipment and give a timely warning for all operations when the operator's vision is obstructed.

10. Any overhead line must be considered energized unless it has been verified that the line has been de-energized. Never operate a crane where any part of the crane or its load will come within 10 feet of an energized power line.

11. Loads must not be suspended on unattended lifting equipment.

12. All personnel are prohibited from riding the hook, ball or load. Personnel may not ride on any moving equipment except in designated seats.

13. Seat belts shall be provided and utilized for all equipment provided with Roll Over Protection (ROP).

14. Do not ride in the bed of a truck containing any unsecured materials. Do not sit on the side rails or tailgate of a moving vehicle. The driver is responsible for the placement and proper seating of all passengers, including the use of seat belts.

15. Workers are prohibited from riding on loads, fenders, running boards, side rails, tailgates or vehicles with unsecured loads.

16. Workers shall not ride on or work from lifting platforms, baskets, lifting forks, buckets, etc. without engineered safe platforms being provided and authorized by the project superintendent.

17. Drivers must observe all traffic regulations and posted speed limits and must adjust his operation and speed according to the conditions, traffic and other hazards apparent in the area.

18. Drivers must not move any vehicles until riders comply with all safety procedures.

19. Do not back up any equipment or vehicle when the view to the rear is obstructed unless:

    1. The equipment or vehicle is equipped with an operating backup alarm which is audible above the surrounding noise for a distance of 200 feet.
    2. The driver or operator has a clear, unobstructed view of the area he is backing into.
    3. An observer signals that it is safe to back up.

    The driver/operator is responsible for the safe movement of the vehicle/equipment, both moving forward and backward as well as parking the vehicle/equipment is a safe location. If fields of vision are obstructed, get assistance.

20. Do not operate any vehicle or equipment that you feel is unsafe. Report any unsafe vehicle or equipment to your supervisor, the project superintendent, or the Safety Department. All defects are to be recorded and reported to maintenance.

21. Unattended motorized equipment must not be left running.

22. The parking brake must be set whenever the vehicle is parked. If chocks are provided, they must also be used when the vehicle is left unattended.

23. At the end of the work shift, the last driver/operator is responsible for securing the vehicle/equipment by removing any loose tools and equipment and by removing the ignition keys to a location designated by the project superintendent. Windows are to be rolled up.

24. Pelican hooks must only be used for sorting and handling sheeting and H piles. Slings must never be rigged on or with pelican hooks.

25. All lifting equipment is to be inspected prior to use with the load capacity known. Defective equipment is to be immediately removed from the work area and tagged "Do Not Use."

26. Lifts shall not be attempted unless the load is accurately known prior to the lift. Any lift that involves a lift that exceeds 85% of the equipments load chart capacity shall require that a formal lift plan be developed and reviewed by all individuals involved in the lift.

27. The operator is responsible for the lift and for the safety of all individuals assisting with the lift and individuals in adjacent areas. The operator should not attempt or continue a lift if he feels that workers are exposed to hazards or if there is any question about the lift and/or the lift procedures.

28. The operator shall ensure that all lifting equipment has the annual inspection documentation, appropriate load charts, and owner's manual. The operator shall be familiar with these manuals prior to operating the equipment.

29. Industrial lift trucks shall be operated only by personnel that have been trained in compliance with OSHA regulations.

30. Equipment and work vehicles should be kept clean and uncluttered. Magazines, books, newspapers, etc. are prohibited in the cabs of equipment and vehicles.

Summary of Worker Responsibilities

1. Each worker is expected to be knowledgeable of and to continuously utilize the safe work rules, regulations and procedures that are appropriate to their work as described by

Federal, State and local Regulatory Agencies and by the City safe work rules and procedures.

2. Work according to good safety practices as posted, instructed, and discussed.

3. Refrain from any unsafe act that might endanger yourself or others.

4. Use all safety devices and personal protective equipment provided for your protection.

5. Report any unsafe act or unsafe condition immediately to your supervisor, foreman or project superintendent.

6. Assume your share of responsibility for thoughtless or deliberate acts that can create hazards, cause accidents and cause injury to yourself or other individuals.

7. In the event of any accident or injury, report it to your supervision and project superintendent and report to the designated area for treatment. In all cases, you are required to immediately report and document all accidents and injuries in a timely and thorough manner.

8. Maintain a clean, unobstructed, safe work area.

9. Maintain a high level of safety awareness at all times. **THINK BEFORE YOU ACT! IF YOU ARE UNSURE OR NOT TRAINED, ASK FOR ASSISTANCE BEFORE YOU BEGIN WORKING.**

RIDER "B"
TRADE CONTRACTOR ACKNOWLEDGMENT OF THE CITY'S GENERAL SAFETY & PROCEDURAL REGULATIONS AND ENVIRONMENTAL, HEALTH AND SAFETY RULES, REGULATIONS AND PROCEDURES

JOB TITLE: _____

TRADE
CONTRACTOR: _____

I acknowledge my responsibility to read and understand the contents of the City's General Safety & Procedural Regulations and the City's Environmental, Health and Safety Rules, Regulations and Procedures. I further acknowledge and agree that it is my responsibility to distribute these documents to all employees and subcontractors of _____
(Company Name)
who will be working on the _____ project. While working on
(Project Name)
this project that is being managed by the City Industries, all employees and subcontractors of
will comply with the General Safety & Procedural
(Company Name)
Regulations and the Environmental Health and Safety Rules, Regulations and Procedures which have been issued as part of the bidding documents for the _____
(Project Name)
project. I understand that these represent only minimal safe work rules and procedures. I further understand that failure to comply with these rules and regulations may result in disciplinary action, including but not limited to, fines and/or removal of personnel from the jobsite who have violated the rules and regulations.

Name

Title

Company Name

Date

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

DAVID M. KOORIS
Director

COMM. #183-14 Referred to ECD&E Committee on 10/5/2015

Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06605

September 30, 2015

Dear City Clerk:

Attached, please find a resolution that would authorize an Affordable Housing Tax Incentive Development Agreement for 515 West Avenue in support of the Bridgeport Neighborhood Trust's $12 million redevelopment project. This item is for referral to the Economic and Community Development and Environment Committee.

Sincerely,

Bill Coleman
Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
David Kooris, OPED

RECEIVED
CITY CLERK'S OFFICE
2015 SEP 30 P 4:46
ATTEST
CITY CLERK

A Resolution by the Bridgeport City Council
Authorizing a Tax Incentive Agreement
for 515 West Avenue

Whereas per City Ordinance, Chapters 3.20 and 3.24, the City of Bridgeport is enabled to provide Tax Incentive Agreements to support redevelopment, including affordable housing development;

Whereas, the Bridgeport Neighborhood Trust is a non-profit, Bridgeport-based community development corporation (the "Developer") that has applied for a Tax Incentive to support a major redevelopment project on the western edge of downtown;

Whereas, the Developer proposes to build a new multi-story building on the vacant lot at 515 West Avenue which shall include 48 units of affordable housing with 8 units set-aside for veterans, and complementary ground floor commercial space (the "Project);

Whereas the Project represents an investment of over $12 million dollars, and is funded (the "Project Financing") by the following sources: CitiBank, Chase Bank, Community Capital Fund, State of Connecticut Department of Housing; US Department of Housing and Urban Development, Low Income Housing Tax Credits;

Whereas, in support of the Project Financing structure, the Developer has requested a Tax Incentive Development Agreement to establish a predictable and supportable tax payment schedule for the Project;

Whereas, the Developer has presented OPED with its financial models for the Project, including capital budget, sources and uses, and operating proforma;

Whereas OPED finds that the financial model shows reasonable operating expenses, reasonable developer return and required reserves all as per industry standards, and further shows that the Project can support an annual tax payment equivalent to approximately 10% the Project's Stabilized Effective Gross Income such that it can produce a base tax payment of $1000 per unit or $48,000 per year;

Whereas, it is in the City's interest to encourage high quality development on vacant underutilized properties downtown;

Whereas, the Developer has a solid track record in developing and managing such projects;

NOW THEREFORE BE IT RESOLVED that the Director of OPED, or his designee, is authorized to negotiate and execute a Tax Incentive Development Agreement for which the base annual tax payment in the first year of operation shall be $48,000 and which shall escalate at 3% per year for the period of 20 years, as detailed in the attached Exhibit 1 – Tax Payment Schedule;

BE IT FURTHER RESOLVED that the Director of OPED, or his designee, is authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.

EXHIBIT 1 - Tax Payment Schedule --515 West Avenue

20 Year Schedule

Annual Totals Paid in Two 50% Installments due July and January

Annual Escalator **1.03**

Billing Period	TOT ANNUAL TAX PAYMENT	50% Due July	50% Due January
Tax Year #1 After CO	$ 48,000.00	$ 24,000.00	$ 24,000.00
Year #2	$ 49,440.00	$ 24,720.00	$ 24,720.00
Year #3	$ 50,923.20	$ 25,461.60	$ 25,461.60
4	$ 52,450.90	$ 26,225.45	$ 26,225.45
5	$ 54,024.42	$ 27,012.21	$ 27,012.21
6	$ 55,645.16	$ 27,822.58	$ 27,822.58
7	$ 57,314.51	$ 28,657.26	$ 28,657.26
8	$ 59,033.95	$ 29,516.97	$ 29,516.97
9	$ 60,804.96	$ 30,402.48	$ 30,402.48
10	$ 62,629.11	$ 31,314.56	$ 31,314.56
11	$ 64,507.99	$ 32,253.99	$ 32,253.99
12	$ 66,443.23	$ 33,221.61	$ 33,221.61
13	$ 68,436.52	$ 34,218.26	$ 34,218.26
14	$ 70,489.62	$ 35,244.81	$ 35,244.81
15	$ 72,604.31	$ 36,302.15	$ 36,302.15
16	$ 74,782.44	$ 37,391.22	$ 37,391.22
17	$ 77,025.91	$ 38,512.95	$ 38,512.95
18	$ 79,336.69	$ 39,668.34	$ 39,668.34
19	$ 81,716.79	$ 40,858.39	$ 40,858.39
20	$ 84,168.29	$ 42,084.15	$ 42,084.15
TOTAL:	**$ 1,289,777.98**		

Item *80-13 Consent Calendar

Amendment to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amended to add new Section 12.28.210 Regulation Banning Smoking in City Parks.

Report of Committee on Ordinances

Submitted: October 5, 2015

Adopted: _____

Attest: Fleeta C Hudson

Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***80-13 Consent Calendar**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations be amended to add the following new Section 12.28.210 Regulation banning smoking in City Parks.

NEW:

Section:

12.28.210 Regulation banning smoking in City Parks.

~~**Smoking of tobacco or any other combustible products shall not be permitted in any of the parks of this city. Notwithstanding this prohibition, the Board of Park Commissioners may, in its discretion, specifically designate areas in any park(s) where smoking specifically is permitted; and if the Board determines to do so, such smoking permitted areas shall be designated and noticed by posting and signage. Any person violating this rule and regulation and ordinance shall be fined as provided in Chapter 1.12 of the Code of Ordinances of the City of Bridgeport.**~~

Amended from the floor on October 5, 2015 to read as follows:

Smoking of tobacco or any other combustible products shall not be permitted at the playgrounds, sports fields nor on the beaches of the parks of the city. Noticed by posting and signage.

Any person violating this rule and regulation and ordinance shall be fined as provided in chapter 1.12 of the code of ordinances of the city of Bridgeport.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON ORDINANCES

Eneida L. Martinez,
Co-Chair

absent
AmyMarie Vizzo-Paniccia,
Co-Chair

Lydia N. Martinez

Mary A. McBride-Lee

Enrique Torres

Jose R. Casco

Melanie A. Jackson

City Council Date: October 5, 2015

Item *96-14 Consent Calendar

Amendments to the Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, amended Sections 8.80.020 Definitions and 8.80.050 Prohibited Noise Activities by adding new Subsection "C" (10).

Report of Committee on Ordinances

Submitted: October 5, 2015

Adopted: _____

Attest: Fleeta C. Hudson

Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***96-14 Consent Calendar**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 8.80 Noise Control Regulations, amend Section 8.80.020 Definitions and Section 8.80.050 Prohibited Noise Activities by adding new subsection (C) (10) are hereby amended as follows:

Sections:

8.80.020 Definitions.
8.80.050 Prohibited noise activities.

Section 8.80.020 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

"Ambient noise or background" means noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable.

"Best practical noise control measures" means noise control devices, technology and procedures which are determined by the city's director of public facilities and/or his or her designee to be the best practical, taking into consideration the age of the equipment and facilities involved, the process employed, capital expenditures, maintenance cost, technical feasibility, and the engineering aspects of the applicable noise control techniques in relation to the control achieved and the nonnoise controlled environmental impact.

"City council" means the city council of the city.

"Commercial zone" means any business zone including business zones Nos. 1, 2, 3 and 4 as defined in the zoning regulations of the city.

"Construction" means any site preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

"Construction equipment" means any equipment or device operated by fuel or electric power used in construction or demolition work.

"Day-time hours" means the hours between seven a.m. and six p.m. Monday through Friday, and the hours between nine a.m. through six p.m. on Saturday and Sunday.

"Decibel" means a logarithmic unit of measure used in measuring magnitudes of sound. The symbol is DB.

"Demolition" means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surface or similar property.

"Domestic power equipment" means, but is not limited to, power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.

"Emergency" means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

"Emergency vehicle" means any motor vehicle authorized to have sound warning devices such as sirens and bells which can lawfully be used when responding to an emergency.

"Emergency work" means work made necessary to restore property to a safe condition following an emergency, or work required to protect persons or property from exposure to imminent danger.

NEW:

"Exterior liquor service noise" means any sounds that are either caused by exterior dining, exterior entertainment or by amplification speakers, or by leaving open exterior doors, windows or walls after eight p.m. on Sunday through Thursday and ten p.m. on Friday and Saturday, which cause exterior noise to exceed State Class B noise zone levels.

"Impulse noise" means sound of short duration (generally less than one second) with an abrupt onset and rapid decay.

"Industrial zone" means any industrial zone including light industrial and heavy industrial as defined in the zoning regulations of the city.

"Legal holiday" means those days designated as legal holidays by Connecticut General Statutes Section 1-4 or its successor (amended July 21, 1999).

"Motor vehicle" shall be defined as per Section 14-1(26) of the Connecticut General Statutes (revision of 1958 as amended).

"Muffler" means a device for abating sounds, such as escaping gases.

"Night-time hours" means the hours between six p.m. and seven a.m. Monday through Friday and six p.m. to nine a.m. Saturday and Sunday.

"Noise" means any sound, the intensity of which exceeds the standards set forth in Section 8.80.040 of this chapter.

"Noise level" means the sound pressure level as measured with a sound level meter using the A-weighting network. The level so read is designated DB(A) or dBA.

"Person" means any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

"Premises" means any building, structure, land or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards, and real properties without buildings or improvements, owned or controlled by a person. The emitter's premises includes contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.

"Property line" means that real or imaginary line along the ground surface and its vertical extension which: (1) separates real property owned or controlled by another person, and (2) separates real property from the public right-of-way.

"Public right-of-way" means any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a governmental entity.

"Recreational vehicle" means any nonregistered internal combustion engine powered vehicle which is being used for recreational purposes.

"Residential zone" means any residence zone including residence zones AA, A, B, BB, C, garden apartment zone or residence apartment zone, and any commercial zone when used for residential purposes, as defined in the zoning regulations of the city and all uses permitted therewith either as a right or as a special use.

"Sound" means a transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which in the air evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

"Sound level meter" means an instrument used to take sound level measurements and which should conform, as a minimum, to the operational specifications of the American National Standards Institute for Sound Level Meters S1.4—1971 (Type S2A).

"Sound pressure level (SPL)" means twenty (20) times the logarithm to the base ten of the ratio of the pressure of a sound to the reference pressure of twenty micronewtons per square meter ($20 \times 10\text{-}6$ Newton/meter^2), and is expressed in decibels (dB).

"Vibration" means an oscillatory motion of sound bodies of deterministic or random nature described by displacement, velocity or acceleration with respect to a given reference point. Ord. dated 6/19/06 (part): Ord. dated 10/2/00: Ord. dated 5/1/00: Ord. dated 6/21/99; Ord. dated 12/21/92 § 67; prior code § 21-36)

Section 8.80.050 – Prohibited noise activities.

A. General Prohibition. It is unlawful for any person to make, continue or cause to be made or continued any noise in violation of this chapter which reasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.

B. Officers of the police department shall issue a notice of violation for the following violations of this section of the noise ordinance without use of a sound level meter.

C. Enumeration of Prohibited Acts. Each of the following acts, among others, is declared unlawful and is prohibited; but this enumeration shall not be deemed to be exclusive:

1. Blowing Horns, etc. The sounding of any horn or signal device on any automobile, motorcycle, bus, streetcar or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended and unless it is unnecessary as a warning to prevent or avoid a traffic or pedestrian accident;

2. Radios, Phonographs, etc. The playing of any radio, phonograph or any musical instrument in such a manner or with such volume as to reasonably annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence, or of any person in the vicinity;

3. Shouting, Singing, etc. Yelling, shouting, hooting, whistling or singing on the public street at any time or place so as to reasonably annoy or disturb the quiet, comfort or repose of any persons in any office, or in any dwelling, hotel or other type of residence, or of any person in the vicinity;

4. Animals. The keeping of any animal or bird which by causing frequent or long-continued barking, calling or other noise so as to reasonably annoy or disturb the quiet, comfort or repose of any person in any office, or in any dwelling, hotel or other type of residence or of any person in the vicinity;

5. Steam Whistles. The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger, or upon request of proper city authorities;

6. Exhaust Discharge. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motorboat engine except through a muffler or other device which will effectively prevent loud or explosive noises therefrom;

7. Building Operations. The erection (including excavating), demolition, alteration or repair of any residential building, or the excavation of streets and highways, except as set forth in Section 8.80.040(D)(8) of this chapter, between the evening hours of six p.m. and seven a.m. Monday through Friday and the evening hours of six p.m. and nine a.m. on Saturday and Sunday and nonlegal holiday weekdays, except in case of urgent necessity in the interest of public safety, and then only with a permit from the board of building commissioners or any other board or commission in charge, which permit may be granted for a period not to exceed three days while the emergency continues. At all other times the owner, tenant, or their agent, shall have the right to erect and repair their property (amended June 21, 1999);

8. Engine Idling. No person shall operate an engine or any standing motor vehicle with a weight in excess of ten thousand (10,000) pounds manufacturer's gross vehicle weight (GVW) for a period in excess of three consecutive minutes when such vehicle is parked on a residential premises or on a city road immediately adjacent to a residential premises, except when a motor vehicle is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control, or when necessary to operate heating, cooling or auxiliary equipment installed on the motor vehicle to accomplish the intended use thereof, or to bring the engine or motor vehicle to the manufacturer's recommended operating temperature, or when the temperature is below twenty (20) degrees Fahrenheit;

9. The creation of any excessive noise on any street that is adjacent to any school of learning, church or court while the same is in session, or is adjacent to any hospital, or medical facility for treatment which interferes with the working or sessions thereof or the persons therein.

NEW:

10. Exterior liquor service noise which exceeds State Class B maximum noise levels."

EFFECTIVE DATE: This ordinance shall be effective when it has been approved by the Commissioner of Energy and Environment (DEEP), as provided in CGS 22a-73.

(Ord. dated 6/19/06 (part): Ord. dated 11/3/03; Ord. dated 10/2/00: Ord. dated 5/1/00: Ord. dated 6/21/99: prior code § 21-38)

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON ORDINANCES

Eneida L. Martinez,
Co-Chair

AmyMarie Vizzo-Paniccia,
Co-Chair

Lydia N. Martinez

Mary A. McBride-Lee

Enrique Torres

Jose R. Casco

Melanie A. Jackson

City Council Date: October 5, 2015

Item *116-14 Consent Calendar

Amendment to the Municipal Code of Ordinances, amended to add new Chapter 13.12 Property Tax Exemption for Cogeneration Systems Incorporated into a Microgrid and Serving Municipal Buildings.

Report of Committee on Ordinances

Submitted: October 5, 2015

Adopted: _____

Attest: Fleeta C. Hudson

Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***116-14 Consent Calendar**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Title 13 – Public Services is hereby amended to include the following new Chapter 13.12 - An Ordinance Concerning Property Tax Exemption for Cogeneration Systems Incorporated Into a Microgrid and Serving Municipal Buildings as set forth below.

NEW:

Sections:

13.12.010 Established
13.12.020 Description of municipal-owned buildings
13.12.030 Eligibility Criteria

Section 13.12.010 Established

Pursuant to Section 12-81 (63) of the Connecticut General Statutes, be it enacted that the City of Bridgeport hereby provides an exemption from property tax to cogeneration systems, as defined in Section 12-81 (63) (b) of the Connecticut General Statutes which cogeneration systems are incorporated into a Microgrid, as defined in Section 16-243y of the Connecticut General Statutes, and provides both electricity and thermal energy directly to municipal-owned buildings as more fully described herein:

Section 13.12.020 Description of municipal-owned buildings

Any cogeneration systems, as defined in Section 12-81 (63) (b) of the Connecticut General Statutes, which are incorporated into a Microgrid, as defined in Section 16-243y of the Connecticut General Statutes, provide both electricity and thermal energy directly to, among other buildings, municipal-owned buildings and construction of which is commenced on or after July 1, 2015 shall be exempt from all real and personal property taxes.

Section 13.12.030 Eligibility Criteria

Any person claiming the exemption provided herein for any assessment year shall, on or before the first day of November in such assessment year, file with the City assessor written application claiming the exemption. Failure to file the application in the manner and form as provided by the City assessor within the time limit prescribed shall constitute a waiver of the right to the exemption for such assessment year. Such application shall not be required for any assessment year following that for which the initial application is filed, provided if such cogeneration system is altered in a manner which would require a building permit, such alteration shall be deemed a waiver of the right to such exemption until a new application, applicable with respect to such altered system, is filed and the right to such exemption is established as required initially.

This Ordinance is to take effect upon passage and publication.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON ORDINANCES

Eneida L. Martinez, **Co-Chair**	AmyMarie Vizzo-Paniccia, **Co-Chair**
Lydia N. Martinez	Mary A. McBride-Lee
Enrique Torres	Jose R. Casco

Melanie A. Jackson

City Council Date: October 5, 2015

Item# *105-14 Consent Calendar

Resolution requesting that City Council members' written and electronic request for departmental information of any kind by provided expeditiously.

Report of Committee on

Miscellaneous Matters

Submitted: October 5, 2015

Adopted: _____

Attest: Fleeta C Hudson

Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***105-14 Consent Calendar**

RESOLUTION

WHEREAS, each of the twenty City Council members has been elected by voters in a District to represent their specific individual interests; and

WHEREAS, the twenty elected City Council members form an elected body that is called to consider the broad interests of the City as an entirety; and

WHEREAS, the current City Charter of the City of Bridgeport (Chapter 9, Section 4) says: ***"The city council shall have the full power to require the different City officers and employees to furnish all information which they may possess and to exhibit to it all books, contracts, reports and other papers and documents in their respective departments.....and it is hereby made the duty of all the city officers to furnish and exhibit the same when so required"***; Now, therefore be it

RESOLVED, that hereafter that written request for Departmental Information of any kind from any City Council member to any City Department or Department Director or their designee will be provided expeditiously. That an immediate response by electronic mail will be provided to all City Council members that said request was received along with a realistic time frame anticipated by the Department for delivering the balance of the information requested. This change in the process will show a willingness by City Departments to assist all Council members in preparing for votes and in researching issues and concerns that are expressed by and important to Bridgeport Residents.

Report of Committee on Miscellaneous Matters
***105-14 Consent Calendar**

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

absent
AmyMarie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

Council date: October 5, 2015

Item# *137-14 Consent Calendar

Reappointment of Esperina Baptiste Stubblefield (U) to the Food Policy Council.

Report of Committee on

Miscellaneous Matters

Submitted: October 5, 2015

Adopted: _____

Attest: Fleeta C Hudson

Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***137-14 Consent Calendar**

RESOLVED, That the following named individual be, and hereby is, reappointed to the Food Policy Council in the City of Bridgeport and that said reappointment, be and hereby is, approved, ratified and confirmed.

NAME	TERM EXPIRES
Esperina Baptiste Stubblefield (U) 119 Exeter Street Bridgeport, CT 06606	December 31, 2017

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

absent
AmyMarie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

City Council Date: October 5, 2015

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:

***98-14 Consent Calendar**

A Resolution by the Bridgeport City Council
Authorizing an Affordable Housing Tax Incentive Agreement
for Crescent Crossings II,
a Mixed-Income Affordable Housing Development
at 252 Hallett Street

Whereas Sections 8-215 and Section 8-216 of Chapter 133 of the Connecticut General Statutes (the "Statute") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Economic and Community Development, (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose; and

Whereas the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing; and

Whereas, consistent with the Statue, the City has established Chapter 3.24 of the Bridgeport Municipal Code, which establishes the City's "Affordable Housing Tax Incentive Development Program"; and

Whereas, Crescent Crossing Phase II, located at 252 Hallett Street (the "Property"), is the second phase in a multi-phased development for the Property, the first phase of which (for 93 units at a cost of approximately $32 million) is fully financed (in part with a $5mm CHAMP award from the State Department of Economic and Community Development, as well as with a $2.9 mm Infrastructure Grant from the State Department of Housing) and is slated to begin construction in 2015; and

Whereas Crescent Crossings Phase II represents an approximately $30 million dollar investment in the new construction of 84 units of affordable housing within a mixed-income development program that shall be for residents anticipated to be earning up to one hundred (120%) percent of the Area's Median Income (the "Project"); and

Whereas the Property, owned by Park City Communities (the "Owner") is to be devoted in part to replacement housing for Marina Village; and

Whereas, Crescent Crossings LLC (the "Developer"), an LLC directed by the JHM Financial Group of Stamford, CT has entered into a development agreement with the Owner so as to construct the Project and has also made application to the State of Connecticut for Project funding; and

Whereas, in support of the Project's financial structure, the Developer has requested an Affordable Housing Tax Incentive Development Agreement to establish a predictable and supportable tax payment schedule for the Project; and

Whereas the City of Bridgeport's Office of Planning and Economic Development ("OPED") finds that the public purposes of the Statute are met with respect to this Project and that the Project is consistent with the City's Master Plan and that it is in the City's interest to support the reinvestment in the Property; and

Whereas, the Developer has presented OPED with its financial models for the Project, including capital budget, sources and uses, and operating proforma; and

Whereas OPED finds that the financial model shows reasonable operating expenses, reasonable developer return and required reserves all as per industry standards, and further shows that the Project can support an annual tax payment equivalent to 7.7% of the Project's Stabilized Effective Gross Income which is anticipated to be $850,227 ("EGI"); and

Whereas the annual tax payment derived from 7.7% of EGI is equal to $65,520, or approximately $780 per unit; and

Whereas, it is in the City's interest to encourage the development of high quality affordable, mixed-income housing; and

Whereas, the Developer has a solid track record in developing and managing such projects; Now, therefore be it

RESOLVED that apart from any public housing replacement units, six (6) of the most deeply affordable units in the Project (with three in Phase 1 and three in Phase 2) shall be reserved for veteran's housing; and

BE IT FURTHER RESOLVED that the Director of OPED or his designee is authorized to negotiate and execute an Affordable Housing Tax Incentive Development Agreement for which the base annual tax payment in the first year of stabilized operation shall amount to no less than $65,520, or $780 per unit per year, and which shall escalate at 3% per year for the duration of the deed-restricted financing period, anticipated to be up to 35 years, all as detailed in the attached Exhibit 1 – Tax Payment Schedule for Crescent Crossings II; and

BE IT FURTHER RESOLVED that OPED shall conduct an audit ("Audit") of the Project to check EGI in March of the 17th, 25th, 30th, and 35th year of the Tax Incentive Development Agreement. If the Audit reveals that there has been an increase in EGI, the City shall increase the Tax Payment due from the Developer to a figure equivalent to 7.7% of the increased EGI, with such increased payment due at the next normally scheduled tax payment subsequent to the Audit and then due every year thereafter until the next Audit; and

BE IT FURTHER RESOLVED that OPED shall report to the Council on the results of the Audits within one month of completion; and

BE IT FURTHER RESOLVED that the Director of the Office of Planning and Economic Development, or his designee, is authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.

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

Lydia N. Martinez, Co-Chair

Jack O. Banta, Co-Chair

Mary A. McBride-Lee

Jose R. Casco

Michelle A. Lyons

Michael J. Marella

Eneida Martinez

Council Date: August 3, 2015
Tabled by City Council: August 3, 2015
Resubmitted: September 8, 2015
Tabled by City Council: September 8, 2015
Resubmitted: September 21, 2015
Tabled by City Council: September 21, 2015
Resubmitted: October 5, 2015
Tabled by City Council: October 5, 2015

Item# 176-14

Settlement of Pending Litigation with Gulsen Berrios.

Report of Committee on

Miscellaneous Matters

Submitted: **October 5, 2015 (OFF THE FLOOR)**

Adopted: _____

Attest: Fleeta C Hudson

Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

176-14

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

NAME	ATTORNEY	NATURE of CLAIM	SETTLEMENT
Gulsen Berrios	Tremon & Sheldon 64 Lyon Terrace Bridgeport, CT 06604	Personal Injury	$25,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

Report of Committee on Miscellaneous Matters
176-14

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

Absent
AmyMarie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

Council Date: October 5, 2015 (OFF THE FLOOR)

Item# 177-14

Settlement of Pending Litigation with Cecil Young.

Report of Committee on

Miscellaneous Matters

Submitted: October 5, 2015 (OFF THE FLOOR)

Adopted: _____

Attest: Fleeta C. Hudson

Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor

City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

177-14

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

NAME	ATTORNEY	NATURE of CLAIM	SETTLEMENT
Cecil Young	Law Office of Norman A. Pattis 649 Amity Road Bethany, CT 06524	Personal Injury	$85,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

absent
AmyMarie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

Council Date: October 5, 2015 (OFF THE FLOOR)

Comm. #184-14 Ref'd to: Contracts Committee on 10/05/2015 (OFF THE FLOOR).

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

Bill Finch
Mayor

Lawrence E. Osborne, Jr.
Director

Thomas C. McCarthy
Deputy Director

Jodie Paul-Arndt
Human Resources Manager

Richard D. Weiner
Benefits Manager

October 13, 2015

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

RE: Bridgeport Building Trades Council

Dear Honorable Members:

The City of Bridgeport and the Bridgeport Building Trades Council have reached an agreement concerning the terms and conditions of employment for their membership. Enclosed you will find a signed Tentative Agreement between the City and the Union.

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

Sincerely,

Thomas C. Austin
Senior Labor Relations Officer

TCA/mjh
pc: Mayor Bill Finch
Adam Wood, Chief of Staff
Andrew Nunn, Chief Administrative Officer
Lawrence E. Osborne, Director of Labor Relations
Thomas C. McCarthy, Deputy Director of Labor Relations
Thomas Sherwood, Director of OPM
File

Tentative Agreement
Between
Bridgeport Building Trades Council
And the
City of Bridgeport
and
Board of Education

Duration

- All provisions of this agreement shall be in effect as of August 1, 2015 and shall remain in full force and effect until July 31, 2020.

Terms and Conditions

- All terms and conditions of the current Collective Bargaining Agreement between the Bridgeport Building Trades Council and the City of Bridgeport and Board of Education beginning on August 1, 2011 and expiring on July 31, 2015, will remain unchanged for the duration of this Tentative Agreement.

This Tentative Agreement is subject to ratification by the Union membership and the City.

FOR THE CITY

Mayor Bill Finch

10/14/15
Date

Thomas C. Austin
Senior Labor Relations Officer

10-14-15
Date

FOR THE UNION

Peter Carroll
Bridgeport Building Trades Council

10/14/15
Date

AGREEMENT

Between the

BRIDGEPORT BUILDING TRADES COUNCIL

and the

CITY OF BRIDGEPORT
BOARD OF EDUCATION

Contract to Cover
8/1/2008 to 7/31/2011

August 1, 2011 - July 31, 2015

INDEX

I. THE UNION AND UNION SECURITY

PREAMBLE

The following agreement entered into by and between the City of Bridgeport and the City of Bridgeport Board of Education, hereinafter referred to as "the City", and the Bridgeport Building Trades Council, AFL-CIO, on behalf of its affiliated Unions:

Bricklayer's Local No. 2
Carpenter's Local No. 210
Electrical Local No. 488
Glaziers Local No. 1274
Laborers Local No. 665
Masons Local No. 4
Painters Local No. 1719
Plumbers and Steamfitters
Local No. 777
Roofers Local No. 12
Asbestos Workers Local No. 33

Hereinafter referred to as "the Union", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by this agreement.

ARTICLE 1
RECOGNITION

1.1 The City hereby recognizes the Union as the exclusive bargaining agent for the bargaining unit consisting of all regular full-time building construction tradesmen employed by the City, but excluding temporary and special situation tradesmen employed on temporary or term basis.

ARTICLE 2
UNION SECURITY

2.1 All employees, as a condition of employment, and as a condition of continued employment, must be and remain members in good standing of their respective Unions by the paying of regular monthly fees or dues as may be assessed by such Union, provided that before any employee is discharged by the City for violation of this Article, the respective Union shall furnish a qualified replacement who is acceptable to the City. The Union agrees to indemnify, defend and hold harmless, the City against any claims or suits arising from the operation of this Article.

2.2 The City will deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. When an employees does not have sufficient money due him/her, after deductions have been made for Pension or other deductions required by law, Union dues for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him/her. Neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union to receive such funds from the City.

ARTICLE 3
MANPOWER

3.1 The City agrees to hire only qualified Union tradesmen or apprentice to fill newly created positions, and only qualified Union tradesmen or apprentices to fill vacancies, the City plans to fill provided that before employee is hired pursuant to this Article, the respective Union shall refer a qualified tradesman or apprentice who is acceptable to the City.

3.2 **Apprentices**: The City, at its option, may hire apprentices per maintenance department (i.e. Board of Education and Public Works) in accordance with the following ratio.

1	apprentice to 3 Journeymen
2	apprentice to 4 Journeymen
2	apprentice to 5 Journeymen
2	apprentice to 6 Journeymen
3	apprentice to 7 Journeymen,
	etc.

All apprentices shall be required to meet all applicable Trades standards for applicable apprenticeship.

ARTICLE 4
UNION STEWARDS

There shall be one (1) Steward for the City of Bridgeport and one (1) Steward for the Board of Education.

Should any problem arise in connection with the employee covered by this Agreement, the Steward shall report the matter to his/her superior. If the matter cannot be resolved, the Steward shall then call the respective Union office to resolve the problem.
There shall be no loss of time when the Steward is doing his/her duty as Steward.

ARTICLE 5
VISITS BY UNION REPRESENTATIVE

Accredited Representatives of the Bridgeport Building Trades Council shall have access the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives and his/her presence will not disrupt the orderly routine of the Department.

II. MANAGEMENT AND THE WORK PLACE

ARTICLE 6
MANAGEMENT RIGHTS

Except as specifically modified or restricted by any provisions of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested solely in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to: direct, train, promote, discipline, transfer,

assign, layoff and discharge personnel; recruit and select subject to the provisions of Article 3; determine the number and types of positions, organizational structure and technology required to provide City services; define the duties and responsibilities of each position and function; determine, acquire and maintain essential equipment and facilities requires for services and functions; contract for services and material with other units of government and/or private contractors; take any necessary measures to establish and maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; establish and revise or discontinue policies, programs, rules and procedures regarding employee standards of conduct and the manner which work is to be performed; perform the tasks and exercise the authority granted by statue, charter and ordinance to the City in fulfillment of its legal responsibilities.

The City's failure to exercise any right prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in any particular way, shall not be considered a waiver of the City's capacity or ability to exercise such right, prerogative or function or preclude if from exercising the same in any other way not in conflict with the express provisions of this agreement.

The above rights, responsibilities and prerogatives are inherent in the City Council of the City of Bridgeport and it's Mayor, by virtue of statutory, ordinance or charter provisions and this Agreement, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

ARTICLE 7
WORK WEEK SCHEDULE AND OVERTIME

7.1 The work week shall be forty (40) hours per week.

7.2 All employees covered by this agreement will be paid time an one-half for work done in excess of the scheduled work day.

7.3 Work hours for the day shift shall be from 7:30 a.m. to 4:00 p.m. for the BOE and 8:00 a.m. to 4:30 p.m. for Public Facilities. Work hours for the 2nd shift shall be 2:00 p.m. to 10:00 p.m. Monday through Friday. The work hours for a shift shall be subject to the right of the City to adjust such hours no more than 2 hours either way with not less than 2 business days notice to the Union.

7.4 The day shift shall have a one-half hour unpaid lunch. A paid lunch for the 2nd shift shall be from 6:00 p.m. to 6:30 p.m.

7.5 Shift preference shall be on the basis of seniority by job classification based upon job postings as openings occur. Employees shall have ten (10) business days to exercise shift preference rights from the date a job opening is posted. If no preference is indicated then the City may assign as needed. The City may temporarily reassign an employee between shifts for coverage purposes for not more than one shift or upon not less than two (2) business days notice. For purposes of this section only, seniority shall be determined in accordance with the Fairfield Building Trades seniority listed attached as Appendix A.

7.6 During winter and summer vacation for the Board of Education when school(s) may be closed the City may assign employees, upon not less than two (2) business days notice, from the 2nd shift to the day shift if possible subject to the needs of the Board as determined by management.

7.7 A shift differential shall be paid to employees assigned to the 2nd shift which shall be calculated by paying eight (8) hours pay for seven and one half (7 ½) hours work based upon the hours in Section 7.3 and the one-half hour paid lunch provided for under Section 7.4.

7.8 An employee will work overtime when requested to do so by supervisor. Employees shall be notified of such assignment as soon as practicable. In the event that all employees refuse, or are not available, to work overtime, the least senior employee in the classification, shift, department, and area affected by the overtime work must work such overtime. In the event of an emergency, when asked to work overtime, the employee must not be told to take another day off without pay.

7.9 Overtime will be divided equally among the workers where there is more than one (1) worker in that craft. Employees who decline to work overtime when notified will be charged as if they had worked it.

ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

8.1 Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner:

Step 1 - The employee or the Building Trades Representative, with or without the employee, shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department head shall arrange to meet with the employee or the Building Trades Representative, with or without the employee, to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working day.

Step II - If the grievance still remained unadjusted, it shall be presented by the Building Trades Representative to the City's Labor Relations Officer, in writing, ten (10) days after the response of the Department Head is due. Within one week after submission, a meeting shall be held between the Building Trades Representative and the Labor Relations Officer for the purpose of adjusting the grievance. The City's Labor Relations Officer shall respond in writing to the Building Trades Representative, at the meeting or within fifteen (15) days afterwards. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Office is due, by written notice to the other, request arbitration. The parties agree to submit all grievances to American Arbitration Association (AAA) unless otherwise agreed. The arbitrator(s) shall limit its decision strictly to applications, meaning or interpretation of the provisions of this Agreement. The arbitrator(s) shall not add to, nor subtract from, the term of this Agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue submitted.

The decision of the Arbitrator shall be final and binding on the parties, and the American Arbitration Association shall be requested to issue its decision within (30) days after the conclusion of testimony and argument.

8.2 Each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

8.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II. Upon mutual agreement by the City and the Association, any of the time limits in this Article may be waived.

8.4 The City and the Building Trades agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.

ARTICLE 9
DRUG AND ALCOHOL TESTING

The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes Sections 3151t through Sections 31-51bb inclusive, excluding section 31-51v. The drug and alcohol testing policy for those employees required to have a CDL shall be incorporated by reference.

III. MONETARY PAYMENTS

ARTICLE 10
WAGES

10.1 4.1 The City shall pay hourly wages representing base hourly wages only and such wages do not include any amounts paid by outside contractors and designated as fringe benefits, welfare contributions, industry funds, pension funds, annuity funds, or similar such payments.

A) **Journeymen Wages** - All Journeymen shall be paid one-hundred percent (100%) of the prevailing negotiated base hourly rate paid to his/her respective Trades in private (non-public) construction. The City will meet and confer with the Building Trades Council regarding any changes.

B) **Apprentice Wages** - Effective August 1, 1986, apprentices base hourly wages shall be according to the following formula:

First Year apprentice rate	1st 6 months 40% of Journeyman's 2nd 6 months 45% of Journeyman's
Second year apprentice	1st 6 months 50% of Journeyman's rate 2nd 6 months 55% of Journeyman's
Third year apprentice	1st 6 months 60% of Journeyman's rate 2nd 6 months 65% of Journeyman's
Fourth year apprentice	1st 6 months 70% of Journeyman's rate 2nd 6 months 75% of Journeyman's

10.2 When new wage rates are negotiated and agreed to on an area wide basis, each Union will notify, in writing, the Labor Relations Office of the new rate, and the City shall place such rates in effect on the first day of the month, following the date the specific notice from the Union is received by the City.

ARTICLE 11
LONGEVITY

11.1 Effective July 1, 1994, employees with five (5) years of continuous service shall receive sixty dollars ($60) x years of service. Such payments shall not exceed one thousand five hundred ($1,500) dollars.

11.2 Eligible employees must be on the payroll as of August first of each year to be eligible to receive longevity payments, and the years of continuous service is computed as of August first of each year.

11.3 Effective August 1, 2006, employees hired after July 1, 1992, shall be eligible for longevity after ten (10) years of continuous municipal service.

IV. BENEFITS

ARTICLE 12
INSURANCE

12.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

A) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, Revision 7/1/06), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (see Appendix B "Medical Plan").

B) Drug prescription family plan (covering all approved medications and with mandatory generic substitution) with an annual maximum of $1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment shall be five dollars ($5.00) for generic drugs, ten ($10.00) dollars for brand name drugs on the preferred list maintained by the City's Pharmacy

Manager and twenty-five dollar ($25.00) for all other drugs (the "Prescription Drug Plan"). Prescriptions shall be limited to a thirty (30) day supply at retail. For refills

beyond the third, mail order must be utilized for maintenance drugs on the list maintained by the City's pharmacy benefits manager or the co-payments and employee payment provided above shall double at retail.

C) The twenty-five ($25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").

D) The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix C.

12.2 The City shall provide and pay for the cost of a Group Life Insurance Policy the amount of twenty thousand ($20,000) dollars with accidental death and dismemberment for all employees.

12.3 Retirees prior to the first day of this Agreement, and employees hired prior to August 1, 2013 who subsequently retire, and their enrolled eligible spouses at the time of retirement, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and shall pay a twenty-five percent (25%) contribution of the annual premium cost, or equivalent cost as determined by the City, for this coverage.

An employee hired on or after 8/1/2013 who subsequently retires, and his/her enrolled eligible spouse at the time of retirement, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make percentage contributions for coverage, equal to the percentage contribution they were making at the time of retirement.

12.4 For employees, and their enrolled eligible spouse at the time of retirement, who retire subsequent to the first day of this Agreement, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare part B offering benefits equal to the Medical Plan and the Prescription Drug Plan, as provided for active employees, as the same may be modified from time to time under this or any future collective bargaining agreement. Coverage for surviving spouses shall terminate upon remarriage. Retired employees and their enrolled spouses must accept Medicare Part B if eligible.

For purpose of this Article "retiree" shall mean"

A. For employees hired prior to 8/1/2013 a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal employees Retirement System (CMERS) and who (a) has not less than fifteen (15) years of municipal service and is not less than fifty-five (55) years of age upon retirement; or (b) has not less than twenty-five (25) years of municipal service regardless of age. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their surviving spouses, shall make contributions for coverage equal to twenty-five (25%) of the annual premium cost, or equivalent cost as determined by the City, for this coverage.

B. For employees hired on or after 8/1/2013, a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal Employees Retirement System (CMERS) and who has not less than twenty-five (25) years of municipal service. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their enrolled eligible spouses at the time of retirement, shall make percent contributions for coverage equal to the percent contribution they were making at the time of retirement.

12.5 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plans as set forth in Section 12.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans as specified in Section 12.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

12.6 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 12.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 12.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single

member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 12.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at last as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 12.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

12.7 Effective January 1, 2013, for a benefits eligible employee waiving health benefits coverage in any benefit year, the City shall increase its payment in lieu of health benefits to one thousand five hundred dollars ($1,500) per benefit year. This amount shall be paid in two (2) equal installments: fifty percent (50%) in June, and fifty percent (50%) in December.

12.8 The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments.

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

12.9 A) For members hired as regular full-time employees prior to 8/1/2013, healthcare Premium Cost Share (PCS) contributions for active employees shall be increased according to the following schedule:

Contract Dates	Healthcare PCS
9/1/2012 to 07/31/2013	20%
8/1/2013 to 07/31/2014	22%
8/1/204	25%

For these employees the PCS will be capped at 25%. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

B) Regardless of start date, any new bargaining unit member hired on or after August 1, 2013 shall pay a health care premium cost share (PCS) for the above named insurances, which shall be payroll deducted weekly according to the following schedule:

One year period bargaining	PCS Rate
August 1, 2013	25%
August 1, 2014	26%
August 1, 2015	27%
PCS contributions shall increase by 1% per year on August 1st of each year thereafter, until a copy of 50% is reached.	

12.10 A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for child care from the gross income of the employee for tax purposes.

B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

12.11 - A) For employees who retire on or after June 30, 2001 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, a supplemental plan to Medicare Part B providing benefits equal to the Medical Plan, to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase or decrease in such contributions as such increase or decrease may exist from time to time in accordance with the provisions of subsections 3 and 4 of this article.

B) If any employee who retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for and, if eligible, obtain such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium cost and/or contribution by the retiree the cost which the retiree

would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in lieu of Alternative Coverage. The Retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for alternate coverage or the retirees' premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

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

12.12 Any employee who leaves City employment and returns to City employment in a manner conforming to Section 210 – "Re-employment Lists" of the Charter of the City of Bridgeport shall, for the purposes of contributions to health care insurance premiums, return to the employee group to which they were formerly assigned as determined by their original date of hire, and shall not be considered a new hire.

V. HOLIDAYS AND LEAVES

ARTICLE 13
HOLIDAYS

13.1 All employees covered by this agreement shall be paid and have the following days off as holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day;

and any Holidays officially proclaimed as such by the President of the United States, the Governor of the State of Connecticut, and the Mayor of the City of Bridgeport.

13.2 If a Holiday falls on a Sunday, the following Monday shall be considered the Holiday. If a Holiday falls on Saturday, the Holiday shall be observed the preceding Friday.

13.3 If an employee, in case of an emergency, is required to work on a Holiday, he/she shall be paid double time.

13.4 Except for previously scheduled vacation and personal days, employees must work the full work day before and after a holiday in order to be paid for the holiday.

ARTICLE 14
SICK LEAVE

14.1 **Sick Leave Allowance**: Employees shall receive ten (10) sick days per year, granted five (5) days on July 1st, and five (5) days on January 1st. New hires shall receive a pro rata number projected through either July 1st, or January 1st, based upon full months.

14.2 **Sick Leave Accumulation**: Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive working days.

14.3 **Sick Leave Accumulated at Retirement or Death:**

A) Upon retirement, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. Said credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave up to a limit of 215 days within fifteen (15) days of retirement date, except as modified by paragraph C.

B) Upon the death of the employee, the amount of sick leave time credit to the employee shall be payable to his beneficiary, as designated by the employee, under the terms of the Connecticut Municipal Employee Retirement Fund (M.E.R.F.).

All sick leave accumulated as of July 1, 1992 shall be paid, if unused upon retirement, at eighty-five (85%) of accumulation at the salary dollar value effective on July 1, 1992.

14.4 Administration:

A) The City shall determine the method of administration of these provisions, subject to the authority of the Mayor and the Director of Personnel when so authorized by the Mayor.

B) The City shall maintain a record for each employee of all sick time taken and accumulated. These records shall be subject to periodic reports to be submitted to him/her.

C) During the effective period of this agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following.

1. A record of an employee's accumulated sick leave shall be submitted to him/her upon request annually.

2. A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not to be less than once annually as soon as the computer system is fully operational.

ARTICLE 15
BEREAVEMENT AND PERSONAL LEAVE

15.1 Each employee shall be granted leave with pay in the event of a death in their immediate family. Such leave shall start on the day of death and continue through the day of the burial, except that in no event shall such leave be more than three (3) days commencing with the day of death. For the purposes of this Article, the term "immediate Family" shall mean and include the following: mother, father, spouse, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, and foster parents.

15.2 Up to three (3) days personal leave with pay shall granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied.

ARTICLE 16
VACATIONS

16.1 The vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.

16.2 Employees with continuous municipal service of less than one shall be submitted to him upon request at least twice vacation with pay for each month of continuous service, but not to exceed one (1) calendar week in the contract year, such service is rendered. In each contract year, any employee with one (1) or more years of municipal service, but less than five (5) years of such service shall receive two (2) weeks vacation with pay. In each contract year, any employee with (5) or more years of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous municipal service shall receive four (4) weeks of vacation with pay.

16.3 Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year, but are not eligible for the option of payout for unused vacation time.

16.4 Employees with three (3) or more week vacation may exercise the option of carrying over up to a maximum of two (2) weeks of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year, but are not eligible for the option of payout for unused vacation time.

16.5 The parties agree that those individuals who had five(5) weeks vacation at the time the vacation was reduced from five (5) to four (4) weeks, shall be grandfathered so that they retain five (5) weeks of vacation.

ARTICLE 17
JURY DUTY

The City will reimburse employees who are summoned and required to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) for the difference in the compensation received from the court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

1. Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty.

2. No employee shall be eligible for the City reimbursement provided herein for jury duty more often than once in a fiscal year.

ARTICLE 18
MAXIMUM LEAVE

18.1 The maximum leave granted to any employee for any reason shall not exceed twelve (12) months.

18.2 The Director of Labor Relations, or his/her designee, may extend this period, at his/her discretion, when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed sixty (60) days of the end of the leave. .

18.3 Leave of absences shall be granted in accordance with the Family and Medical Leave Act and the City's Family and Medical Leave Policy.

18.4 All leaves of absence shall be submitted to the Director of Labor Relations for approval.

ARTICLE 19
WORKERS' COMPENSATION AND MODIFIED DUTY

19.1 If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. This work is intended to be transitional and temporary in nature and will normally not exceed three (3) months. The City reserves the right to limit the number of positions available.

19.2 Employees on workers' compensation shall be granted a leave until they have reached maximum medical recovery, unless otherwise provided under this Agreement.

19.3 Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as such may be modified from time to time by the Plan Administrator.

VI. MISCELLANEOUS

ARTICLE 20
NONDISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any claimed violation of this Article over which the Connecticut Commission on Human Rights and Opportunities and/or Federal Equal Employment Opportunities Commission would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration; thereafter, any such claimed violation may be arbitrated only if so agree by both parties.

ARTICLE 21
AFFIRMATIVE ACTION

The City of Bridgeport and the Building Trades Council agree to hire qualified minorities as tradesmen and apprentices in keeping with the Affirmative Action plan endorsed by the Mayor.

ARTICLE 22
DURATION

This agreement will be effective when signed by all parties and approved in accordance with current applicable State Statutes, for the period of August 1, 2011 and shall expire July 31, 2015.

In witness there on this 1st day of June

20 15, the parties hereto set their hands.

FOR THE CITY

Bill Finch, Mayor

Lawrence E. Osborne
Director of Labor Relations

FOR THE UNION

Peter Carroll, President
Building Trades

Witness

Appendix A

Original Hire Date	Last Name	First Name	Middle Initial	Job Class Desc	Work Location Desc
03/14/1980	ALVES	CARLOS	M	GLAZIER	BOE GARAGE
03/02/1981	PAGAN	JOSE	M	CARPENTER	BOE GARAGE
03/09/1981	LOMBARDI	JOHN		CARPENTER	FACILITIES MAINTENANCE
08/25/1983	ZIOBO	JOHN		ELECTRICIAN	FACILITIES MAINTENANCE
04/27/1987	MONKS	KEVIN	G	PAINTER	FACILITIES MAINTENANCE
07/17/1991	GOMBAS	GERALD	J	CARPENTER	BOE GARAGE
02/03/1994	GRAY	DAVID		PLUMBER	BOE GARAGE
08/29/1994	RIZZITELLI	GARY	M	MASON	BOE GARAGE
09/13/1994	LOPEZ	RAMON		MASON	BOE GARAGE
11/29/1994	CASERIA	PHILLIP	R	PLUMBER	FACILITIES MAINTENANCE
09/18/1995	SAMATULSKI	LEONARD	M	GLAZIER	BOE GARAGE
07/05/1996	TRISTINE	JOHN	W	PLUMBER	FACILITIES MAINTENANCE
04/03/2000	PIETRANGELI	JACK		ELECTRICIAN	BOE GARAGE
01/27/2003	DELEON	WILLIAM		ROOFER	BOE GARAGE
10/31/2003	MCBRIDE	JERMAINE	L	ELECTRICIAN	BOE GARAGE
03/23/2004	AMBROSE	MARK	A	MASON	BOE GARAGE
08/30/2004	PAZ	RICHARD	W	STEAMFITTER	BOE GARAGE
10/09/2007	PAZ	MATTHEW	L	STEAMFITTER	BOE GARAGE
12/03/2007	GERALD	TRAVIS	E	ELECTRICIAN	FACILITIES MAINTENANCE
02/05/2008	MILLER	ROBERT	C	PLUMBER	FACILITIES MAINTENANCE
12/29/2008	SALANTO	GEORGE	A	ELECTRICIAN	FACILITIES MAINTENANCE
04/27/2009	ALVES	DANIEL	P	MASON	FACILITIES MAINTENANCE
10/28/2009	JACHIMSKI	DANIEL	M	STEAMFITTER	BOE GARAGE
08/22/2011	HENDERSON	LISA	M	PAINTER	BOE GARAGE
09/12/2011	SPORTINI	JOHN	J	ELECTRICIAN	BOE GARAGE
10/24/2011	GILHULY	DANIEL	J	ASBESTOS SPECIALIST	BOE GARAGE
07/23/2012	HINE	BRIAN	E	STEAMFITTER	BOE GARAGE
8/20/2012	MCCARTHY	EDMUND		CARPENTER	BOE GARAGE
08/27/2012	MATURO	ROBERT		PAINTER	FACILITIES MAINTENANCE
09/24/2012	DELANEY	WILLIAM	J	CARPENTER	FACILITIES MAINTENANCE
09/08/2014	STEVENS	CARL		ELECTRICIAN	BOE GARAGE
11/06/2014	PADILLA	GREGORY		ELECTRICIAN	FACILITIES MAINTENANCE

APPENDIX B

SUMMARY OF BENEFITS

Bridgeport City and Board of Education
BS9 - $20/ $40/ $75/ $200/ 80 - 20 Copay Plan
OAP Copay – July 1, 2014

Annual deductibles and maximums	In-network	Out-of-network
Lifetime maximum	Unlimited per individual	
Coinsurance	You pay 0% Plan pays 100%	You pay 20% Plan pays 80%

Maximum Reimbursable Charge
• Determined based on the lesser of:
  • the health care professional's normal charge for a similar service; or
  • a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area.
• In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of:
  • the health care professional's normal charge for a similar service or supply; or
  • the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.
• Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations.
	N/A	200%

Calendar year deductible	**Individual** None **Family** None	**Individual** None **Family** None
Calendar year out-of-pocket maximum	**Individual** None **Family** None	**Individual** $1,000 **Family** $2,000
Benefits	**In-network**	**Out-of-network**
Physician services		
Office visit	**Primary care physician** You pay $20per visit **Specialist** You pay $40 per visit	You pay 20% Plan pays 80%

Bridgeport City and Board of Education
OAP Copay

Annual deductibles and maximums	In-network	Out-of-network
OBGYN visit	You pay $20per visit	You pay 20% Plan pays 80%
Physician services (hospital) • In hospital visits and consultations • Inpatient • Outpatient	**Inpatient services** No Charge **Outpatient services** No Charge	You pay 20% Plan pays 80%
Surgery (in a physician's office)	**Primary care physician** You pay $20 per visit **Specialist** You pay $40 per visit	You pay 20% Plan pays 80%
Allergy Services	**Primary care physician** You pay $20 per visit **Specialist** You pay $40 per visit	You pay 20% Plan pays 80%
Preventive care		
Children (through age 2) • Immunizations are covered at no charge.	No charge	You pay 20% Plan pays 80%
Adults and children (age 3 and older) • Immunizations are covered at no charge.	No charge	You pay 20% Plan pays 80%
Mammogram, PSA, Pap Smear • Associated wellness exam subject to the office visit copay.	No Charge	You pay 20% Plan pays 80%
Hearing Exams to age 18	**Primary care physician** You pay $20 per visit **Specialist** You pay $40 per visit	You pay 20% Plan pays 80%
Routine Eye Exam **Limited to one per calendar year** **Excludes refractions**	You pay $40 per visit	You pay 20% Plan pays 80%
Inpatient hospital facility services		
Semi-private room and board and other non-physician services • Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc.	$200 copay per admission	$200 deductible, then you pay 20%, Plan pays 80%
Inpatient Professional Services • For services performed by surgeons, radiologists, pathologists and anesthesiologists	No Charge	You pay 20% Plan pays 80%

Bridgeport City and Board of Education
OAP Copay

Annual deductibles and maximums	In-network	Out-of-network
Outpatient services		
Outpatient surgery (facility charges)	You pay $20 per visit	You pay 20% Plan pays 80%
Outpatient Professional Services • For services performed by surgeons, radiologists, pathologists and anesthesiologists	No Charge	You pay 20% Plan pays 80%
Physical, occupational, and chiropractic therapy • 30 days per calendar year for all therapies combined • Includes physical therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy • Includes chiropractic therapy (Includes chiropractors)	**Primary care physician** You pay $20 per visit **Specialist** You pay $40 per visit	You pay 20% Plan pays 80%
Speech Therapy • 60 days per calendar year	**Primary care physician** You pay $20 per visit **Specialist** You pay $40 per visit	You pay 20% Plan pays 80%
Cardiac Rehabilitation • Unlimited days per calendar year	**Primary care physician** You pay $20 per visit **Specialist** You pay $40 per visit	You pay 20% Plan pays 80%
Lab and X-ray		
Lab and X-ray • Physician's office • Outpatient hospital facility • Emergency room • Independent x-ray and/or lab facility • Independent x-ray and/or lab facility as part of an ER visit	No Charge	You pay 20% Plan pays 80%
Advanced radiological imaging • MRI, MRA, CT Scan, PET Scan, etc. • Inpatient hospital facility, outpatient hospital facility, emergency room, urgent care facility or physician's office	No Charge	You pay 20% Plan pays 80%
Emergency and urgent care services		
Hospital emergency room • Includes radiology, pathology and physician charges • Emergency room copay waived if admitted	You pay a $75 copay then no charge	You pay a $75 copay then no charge
Ambulance	No Charge	
Urgent care services • Urgent care copay waived if admitted	$20 copay per visit	$20 copay per visit

Revised April 15, 2010
ASO

Bridgeport City and Board of Education
OAP Copay

Annual deductibles and maximums	In-network	Out-of-network
Other health care facilities		
Skilled nursing facility, rehabilitation hospital and other facilities • Combined 60 days per calendar year	No Charge	You pay 20% Plan pays 80%
Home health care • Unlimited days per calendar year	No Charge	You pay 20% Plan pays 80%
Hospice Inpatient services	No Charge	You pay 20% Plan pays 80%
Outpatient services	No Charge	You pay 20% Plan pays 80%
Other health care services		
Durable medical equipment • Unlimited calendar year maximum	No Charge	You pay 20% Plan pays 80%
External prosthetic appliances (EPA) • Unlimited calendar year maximum • Includes foot orthotics • Includes Wigs	No Charge	You pay 20% Plan pays 80%
Hearing Aid for children to age 12 • $1,000 calendar year maximum	No Charge	You pay 20% Plan pays 80%
Acupuncture	You pay $40 per visit	Not covered
Naturopathy Services	You pay $20 per visit	You pay $20 deductible per visit, then plan pays 100%
TMJ, surgical and non-surgical • Office visits • Inpatient hospital facility • Outpatient facility • Physician services	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Oral Surgery • Limited to removal of bony impacted teeth including wisdom teeth • Physician's Office • Inpatient Facility • Outpatient Surgical Facility • Physician's Services	Cost and reimbursement vary based on the facility in which it is performed	You pay 20% Plan pays 80%

Bridgeport City and Board of Education
OAP Copay

Annual deductibles and maximums	In-network	Out-of-network
Infertility • Office visit for testing, treatment and artificial insemination • Inpatient hospital facility • Outpatient hospital facility • Physician services • Surgical treatment limited to procedures to correct infertility • Excludes IVF, GIFT and ZIFT	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Family planning • Office visits • Inpatient hospital facility • Outpatient facility • Physician services • Surgical services such as tubal ligation or vasectomy are covered (excluding reversals). • Includes contraceptive devices	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Oxygen	No Charge	No Charge
Mental health and substance abuse services		
Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration: • Substance Abuse includes Alcohol and Drug Abuse services. • Transition of Care benefits are provided for a 90-day time period.		
Inpatient mental health services • Unlimited days per calendar year • Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum.	$200 copay per admission	$200 deductible, then you pay 20%, Plan pays 80%
Outpatient mental health physician's office services • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.	You pay $40 per visit	You pay 20% Plan pays 80%
Outpatient mental health outpatient facility services • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. • This includes group therapy mental health and intensive outpatient mental health	You pay $20 per visit	You pay 20% Plan pays 80%
Inpatient substance abuse services • Unlimited days per calendar year • Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum.	$200 copay per admission	$200 deductible, then you pay 20%, Plan pays 80%

Bridgeport City and Board of Education
OAP Copay

Annual deductibles and maximums	In-network	Out-of-network
Outpatient substance abuse - physician's office services • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.	You pay $40 per visit	You pay 20% Plan pays 80%
Outpatient substance abuse outpatient facility services • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. • This includes intensive outpatient substance abuse	You pay $20 per visit	You pay 20% Plan pays 80%
Prescription drugs		
Pharmacy coverage	Pharmacy benefits not provided by CIGNA	

Bridgeport City and Board of Education
OAP Copay

Definitions

Deductible – The amount you need to pay before your plan starts paying benefits.

Coinsurance – After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.

Copay – A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

Out-of-pocket – The amount you need to pay each year before your plan starts paying benefits (may or may not include your deductible).

Place of service – Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

Exclusions

What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Services provided through government programs
- Services that aren't medically necessary
- Experimental, investigational or unproven services
- Services for an injury or illness that occurs while working for pay or profit including services covered by worker's compensation benefits
- Cosmetic services
- Dental care, unless due to accidental injury to sound natural teeth
- Reversal of sterilization procedures
- Genetic screenings
- Non-prescription and anti-obesity drugs
- Custodial and other non-skilled services
- Weight loss programs
- Hearing aids unless otherwise noted in the schedule of benefits.
- Treatment of sexual dysfunction
- Travel immunizations
- Telephone, email and internet consultations in the absence of a specific benefit
- Eyeglass lenses and frames, contact lenses and surgical vision correction

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

Additional Information

Additional benefit information	In-network	Out-of-network
Pre-admission certification -- continued stay review (PHS) • Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified. • Benefits are denied for any additional days not certified by CIGNA Healthcare.	Coordinated by provider/PCP	Employee is responsible for contacting CIGNA Healthcare. A $100 penalty is applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission
Case management	Coordinated by CIGNA HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.	
MH/SA Service Specific Administration	Partial Hospitalization, Residential Treatment and Intensive Outpatient Programs: • *Partial Hospitalization:* The coinsurance level for partial hospitalization services is the same as the coinsurance level for inpatient MH/SA services. • *Standard for Residential Treatment:* Subject to the plan's inpatient MH/SA benefit. Coverage only if approved through CIGNA Behavioral Health Case Management. • *Intensive Outpatient Program (IOP):* Benefit is the same as outpatient visits. Coverage only if approved through CIGNA Behavioral Health Case Management.	
Annual reinstatement	Not included	
Multiple surgical reduction • Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.	Included	Included
Bereavement counseling - inpatient services	Paid the same as inpatient hospice facility	Paid the same as inpatient hospice facility
Bereavement counseling – outpatient services	Paid the same as outpatient hospice facility	Paid the same as outpatient hospice facility
Maternity care services • Federal maternity - employee, all dependants	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Abortion • Provides elective and non-elective coverage	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Organ transplant • Travel maximum $10,000 per transplant (only available in-network)	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed with no transplant maximums

Additional benefit information	In-network	Out-of-network
Dental care • Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth	Cost and reimbursement vary based on the facility in which it is performed	Cost and reimbursement vary based on the facility in which it is performed
Routine foot disorders	Not covered	Not covered
Included Health and Wellness Programs		
Well Aware program for better health • Diabetes included • Cardiac included • Asthma included • Low back pain included • COPD – Chronic Obstructive Pulmonary Disease included • Weight complications excluded • Depression excluded • Targeted conditions excluded		
Health Advisor • Health Advisor excluded • Health Advisor Personal Health Team (PHT) excluded • Health Advisor Core/CIGNA Choice Fund Health Advisor excluded • Behavioral Coaching excluded • CIGNA Well Informed excluded		
IPHT (Integrated Personal Health Team) • A co-located team of health advocates providing total health management for the entire population through one phone number – from healthy to acute. Telephone coaching, online self-service tools, and print materials support this fully integrated approach to improving and maintaining health.	Not Included	
Chronic Condition Support (CCS) • Holistic health support for those with a chronic health condition.	Not Included	
eVisits	Not Included	

Exclusions

What's Not Covered (*not all-inclusive*):
Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an illness or injury which is due to war, declared or undeclared.

Exclusions

- Charges for which you are not obligated to pay or for which you are not billed or would not have been billed except that you were covered under this Agreement.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: Not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or The subject of review or approval by an Institutional Review Board for the proposed use, except as provided in the "Clinical Trials" section of "Covered Services and Supplies;" or The subject of an ongoing phase I, II or III clinical trial, except as provided in the "Clinical Trials" section of "Covered Services and Supplies."
- Cosmetic Surgery and Therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Dance therapy, movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental x-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
- Court ordered treatment or hospitalization, unless such treatment is being sought by a Participating Physician or otherwise covered under "Covered Services and Supplies."
- Reversal of male and female voluntary sterilization procedures.
- Transsexual surgery, including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
- Medical and hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under the Agreement.
- Non-medical counseling or ancillary services, including, but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return-to-work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including, but not limited to routine, long-term or maintenance care which is provided after the resolution of the acute medical problem.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Inpatient Hospital Services," "Outpatient Facility Services," "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of "Covered Services and Supplies."
- Private hospital rooms and/or private duty nursing except as provided in the Home Health Services section of "Covered Services and Supplies".
- Personal or comfort items such as personal care kits provided on admission to a hospital, television, telephone, newborn infant

Exclusions

photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of illness or injury.

- Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
- Aids or devices that assist with non-verbal communications, including, but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
- Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in "Covered Services and Supplies."
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantation genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically-linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Healthplan Medical Director's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae are excluded, except for infant formula needed for the treatment of inborn errors of metabolism.
- Expenses incurred for medical treatment by a person age 65 or older, who is covered under this Agreement as a retiree, or his Dependents, when payment is denied by the Medicare plan because treatment was not received from a Participating Provider of the Medicare plan.
- Expenses incurred for medical treatment when payment is denied by the Primary Plan because treatment was not received from a Participating Provider of the Primary Plan.
- Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail & Internet consultations and telemedicine.
- Massage Therapy

These are only the highlights
This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

Appendix C
VISION CARE BENEFITS FOR
CITY OF BRIDGEPORT

Welcome to VSP Vision Care. Your VSP vision benefit offers you the best in eye care and eyewear.

PERSONALIZED CARE: A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

EYEWEAR: Choose the eyewear that's right for you and your budget. From classic styles to the latest designer frames, you'll find the eyewear that's right for you and your family.

CHOICE OF PROVIDERS: With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider.

USING your VSP benefit is easy.

- Find the right eyecare provider for you. To find a VSP doctor, visit vsp.com or call 800-877-7195.
- Review your benefit information. Visit vsp.com to review your plan coverage before your appointment.
- At your appointment, tell them you have VSP. There's no ID card required.

Your Coverage with a VSP Doctor

Your Coverage with a VSP Doctor

WellVision Exam – Focuses on your eye health and overall wellness
- $20.00 copay .....Every 12 months

Prescription Glasses
- $30.00 copay.....Every 12 months

Lenses.....Every 12 months
- Single vision, lined bifocal and lined trifocal lenses
- Polycarbonate lenses for dependent children

Frame.....Every 24 months
- $105 allowance for a wide selection of frames
  20% off amount over your allowance-

-OR-

Contact Lens Care

No copay applies.....every 12 months

$105.00 allowance for contacts and the contact lens exam (fitting and evaluation) Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of lenses.

Extra Discounts and Savings

Glasses and Sunglasses
- Average 35-40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision exam

Contacts
- 15% off cost of contact lens exam (fitting and evaluation)
- If you choose lenses you will be eligible for a frame 24 months from the date the contact lenses were obtained.

Laser Vision Correction
- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

Your Coverage with Other Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

Exam.....	Up to $40.00
Single Vision Lenses.....	Up to $40.00
Lined Bifocal Lenses.....	Up to $60.00
Lined Trifocal Lenses.....	Up to $80.00
Frame	Up to $45.00
Contacts.....	Up to $105.00

Comm. #185-14 Ref'd to: Contracts Committee on 10/05/2015 (OFF THE FLOOR).

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

Bill Finch
Mayor

Lawrence E. Osborne, Jr.
Director

Thomas C. McCarthy
Deputy Director

Jodie Paul-Arndt
Human Resources Manager

Richard D. Weiner
Benefits Manager

October 5, 2015

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

RE: Bridgeport City Supervisor's Association

Dear Honorable Members:

The City of Bridgeport and Bridgeport City Supervisor's Association have reached an agreement concerning the terms and conditions of employment for their membership. This agreement will commence on July 1, 2013 and end on June 30, 2017. A signed Tentative Agreement between the City and the Union will be forwarded for your consideration in the very near future.

Please accept this letter as a request that this matter be referred to the Contracts Committee.

Sincerely,

Lawrence Osborne
Director

cc: Mayor Bill Finch
Adam Wood, Chief of Staff – Office of the Mayor
Andrew Nunn, Chief Administrative Officer
Thomas Sherwood, Director – OPM
Elizabeth Petrocelli, President - BCSA

TENTATIVE AGREEMENT
BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION

DURATION

All provisions of this agreement shall be effective as of July 1, 2013 and shall remain in full force and effect until the thirtieth (30th) day of June 2018.

ARTICLE 18 – WAGES INCREASES

Effective July 1, 2013-3%
Effective July 1, 2014-3%
Effective July 1, 2015-2.5%
Effective July 1, 2016-2.5%
Effective July 1, 2017-2%

ARTICLE 25 – HEALTH BENEFITS

All members of the bargaining unit hired after December 31, 2015 will not be entitled to post retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post retirement health benefits.

ARTICLE 25 – HEALTH BENEFITS

Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

EXHIBIT L – CLERICAL ERRORS AGREEMENT

The Bridgeport City Supervisors Association and the City of Bridgeport are entering into a collective bargaining agreement covering the time frame of July 1, 2013 to June 30, 2018. The parties agree that for a variety of reasons the agreement will be executed in calendar year 2015. The parties further agree to fully cooperate and adjust the collective bargaining agreement for any clerical errors contained within the agreement. It is the intention of the parties that if any clerical errors do occur that the City and BCSA will work to rectify any errors. If the parties are unable to come to an agreement regarding any clerical error revisions, the parties agree to enter binding arbitration in accordance with the procedure established in Article 13 of the Collective Bargaining Agreement.

NEW LANGUAGE

For BCSA members who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the city's insurance plan. At that time, the premium cost share shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

> For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

PARTIES AGREE TO RESOLVE LANGUAGE CONFLICTS ON PCS CONTRIBUTIONS

The parties recognize there is an existing dichotomy in the contract between Articles 25.5A and 25.11 regarding retiree contributions for insurance, and the above language does not resolve that dichotomy. The parties agree to meet within 60 days after execution of this agreement to resolve any language discrepancies in this area.

NEW LANGUAGE DIRECT DEPOSIT – To be implemented by the City for all Union personnel after the execution of the collective bargaining agreement. Union members must complete necessary authorization forms by May 1, 2016.

NEW LANGUAGE FURLOUGHS

The union agrees that all bargaining unit members will have deducted from any retroactive pay the equivalent of 4 days of pay. In exchange for this deduction the bargaining unit members will take four (4) unpaid furlough days, the value of which is being subtracted from any retroactive payment as stated above. Said furlough days must be taken prior to December 1, 2016 or the right to take such time will be lost. Taking of furlough days is subject to the approval of the members supervisors.

This Tentative Agreement is subject to ratification by the union membership and the City.

FOR THE CITY	**FOR THE UNION**
Thomas C. Austin Senior Labor Relations Officer	Elizabeth Petrocelli, President
10-13-15	10-13-15

BO 10/14/15

Mayor Bill Finch

10/14/15

DATE