

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 16, 2016

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 59-15** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Nerissa Whittingham, referred to Miscellaneous Matters Committee.
- 60-15** Communication from Labor Relations and Benefits Administration re: Proposed Agreement with Aetna Life Insurance Company in regards to a Group Life, Accident and Health Insurance Policy from May 1, 2016 through April 30, 2019, referred to Contracts Committee.

AGENDA

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 16, 2016

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of the Get Healthy CT Coalition by Declaring February 2016 in the City of Bridgeport as "Know Your Numbers" Month to Increase Health Screening Awareness.

City Council Citation: In Recognition of the Get Healthy CT Coalition by Declaring February 2016 in the City of Bridgeport as "Know Your Numbers" Month to Increase Health Screening Awareness.

- 08-15 (A)** Public Hearing re: Disposition of City-Owned Property located at 130 Clifford Street by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 4, 2016

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 54-15** Communication from Tax Collector re: Assignment of Tax Liens for Fiscal Year 2016, referred to Contracts Committee.
- 56-15** Communication from Labor Relations re: Proposed Tentative Agreement with New England Health Care Employees Union, Local 1199 concerning the Terms and Conditions of Employment for their Membership, referred to Contracts Committee.
- 57-15** Communication from OPED re: (Ref. #155-13) Proposed Resolution Amending the City's Authorization to Dispose of Property for the Cherry Street Adaptive Reuse Project, referred to Economic and Community Development and Environment Committee.
- 58-15** Communication from Central Grants re: Grant Submission: Connecticut Office of Early Childhood for a Health Start Grant Program (Project #16267), referred to Economic and Community Development and Environment Committee.

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

- 55-15** Resolution presented by Council Member(s) Casco, Castillo and Martinez re: Request that the Installation of "Speed Bumps" of sufficient height and distance be placed along Capitol Avenue between Main Street and Lindley Street, referred to Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *53-15** Contracts Committee Report re: State Lobbying Services Agreement with Reynolds Strategy Group, LLC.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 16, 2016, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Clyde Nicholson
54 Wallace Street
Bridgeport, CT 06604

Taxes.

Widlaine Lamb
856 Iranistan Avenue
Bridgeport, CT 06604

Skane School roof that is in desperate need of repair.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Matter concerning unjust termination.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Financial Governances – Taxpayer Watchdogs.

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

A plan for minority party representation on the City Council.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
TUESDAY, FEBRUARY 16, 2016
6:30 PM**

CALL TO ORDER

Council President McCarthy called the Public Speaking Portion to order at 6:50 PM.

ROLL CALL

City Clerk Martinez called roll.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Denese Taylor-Moye, Jack Banta
132nd District: M. Evette Brantley, Rev. John W. Olson
133rd District: Thomas McCarthy, Jeanette Herron
135th District: Richard Salter
136th District: Jose Casco
137th District: Milta Feliciano, Aidee Nieves
138th District: Anthony Paoletto
139th District: Eneida Martinez

A quorum was present.

Council Member Burns stated that Council Member Vizzo-Paniccia was absent due to illness.

Council President McCarthy stated that Council Member Smith had a scheduling conflict, but may arrive later. He further stated that Council Member Lyons had an unforeseen personal matter to attend to, and would not be present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 16, 2016 AT 6:30 PM, IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

RECEIVED
CITY CLERK'S OFFICE
2016 FEB 26 A 10:46
ATTEST
CITY CLERK

PUBLIC SPEAKING

The following people have asked for permission to speak:

NAME

SUBJECT

Widlaine Lamb

Skane School Roof in Desperate Need of Repair

856 Iranistan Avenue
Bridgeport, CT 06604

Ms. Lamb came forward and stated that the Skane School is a public magnet preschool that specializes in special-needs children. She stated that the school is falling apart and is increasingly becoming a safety issue. Ms. Lamb stated that the roof has been in disrepair for 5 years, and repeated patching is doing little to curtail the pooling water, mold, and air quality issues that occur as a result. She stated that the parents have asked the school for information regarding the repair, but have received no response. Ms. Lamb displayed photos of the conditions, and stated that the children need their assistance. She stated that she attended the meeting to ensure that the issue receives proper attention, make the Council aware of the issue, and seek input regarding solutions. Additionally, Ms. Lamb identified Council Member Olson as the representative for the school's district.

Council President McCarthy asked that Ms. Lamb leave her contact information with Council Member Olson so that they may contact her.

Cecil C. Young

Matter Concerning Unjust Termination

99 Carroll Avenue
Bridgeport, CT 06607

Mr. Young came forward with a cardboard box. He stated that, while working as a young man, he would be called racial slurs and would be treated with the equivalent amount of respect.

Council President McCarthy asked that Mr. Young refrain from repeating the racial slur.

Mr. Young stated that as a taxpayer and homeowner in the City, he is angry, as well as sick and tired, of being treated with no respect throughout his fight against his unjust termination. Mr. Young stated that he has paid well over \$10,000 in attorney's fees and \$3,000 in advertising in order to call attention to his case. He further stated that he wants to be treated with the consideration and respect of a man, rather than the consideration and respect of someone called that aforementioned racial slur.

Council President McCarthy asked that Mr. Young refrain from repeating the racial slur.

Mr. Young stated that his job was terminated due to the fact he spoke out against children playing on contaminated sites in the City. He stated that he filed an information request, and has received no response. He further stated that the issue isn't about black and white, but rather right and wrong. Mr. Young specifically asked Council Member Holloway and Council Member Martinez to explain their behavior in regards to the matter, and stated that he deserves an answer to his query.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Financial Governance- Taxpayer Watchdogs

Mr. Marshall Lee provided the following written statement:

President McCarthy, members of the City Council, and members of the public, especially taxpayers. Last month a major subject discussed was a resolution approving 'bond refunding' to save the City \$3 million in payments or principal and interest in the current year and \$3 million more in out years. It seems to be a smart tactic, one Bridgeport has used before, to lower repayment expense and to help reduce the current year's budget deficit.

Since then I have attempted to see all information provided to you by Finance and OPM Directors between the Budget and Appropriations Meeting on January 11th and January 19th City Council meeting, where, among other things, you authorized \$2,250,000 of bonding authorization for the purchase of police cars and equipment. I am still looking. The minutes that are available on the City website and subject to any corrections you made tonight at your postponed February B&A meeting are absent any details about the Police Fleet to be purchased. Has anyone received such information? For instance, the number of cars in the current City fleet. Age of cars? Mileage and operational state? The number of autos to be purchased, at to model, standard equipment, pricing, and staggering of purchases if not all done at once? Is this detail pertinent to determining the need and expenditure of \$2 million? Is it relevant? What does the City do with the existing fleet? What values can be recovered, if any? There is no record of such discussion.

My original concern had to do with why we are financing police cars (or any vehicles for that matter) over a 20 year bonding cycle when the City recognizes in its depreciation table that cars have a 3-5 year life. Should we be purchasing cars with a 3-5 year expectancy and paying for them in the same time period? Were we to buy \$2 million of cars at 3% interest and fully repay in 5 years, the interest expense is \$800,000, less than if we take 20 years to pay off the \$2 million at 3%. Do you, personally, buy cars with 20 years of financing? Do you know City taxpayers who do so? If you think the City can afford funding on that basis, will someone stand up and tell us why. It is nowhere in your January Committee or Board minutes. Did you fail to ask these important questions?

In that same January bonding request was a memo from David Kooris, OPED director, to Ken Flatto, Finance Director. One line jumped out at me:

Unknown to OPED, a large transfer out of our capital account was made in late 2015 that will hamper our ability to move these and other planned projects forwards.

1. Why and how can anyone access departmental capital accounts with a department director's knowledge? Without explanation?
2. Who can do any movement of funds without City Council review and approval of such a transfer? Was this a legal use of funds sourced from a bond? Has the City Attorney provided an opinion?
3. Who knows about this? Anyone present at this meeting tonight?

At the moment, the rumor trail tells me that the amount of funds that disappeared from OPED was around \$955,000. Other research indicates that a Port Authority \$900,000 mortgage was settled by a check to Construction Management Services. The Port Authority does not have a City departmental budget. The City Clerk office file only contains agendas with no minutes or financials. Subsequent inquiry indicates that Port Authority bylaws direct records to the City Clerk. My inquiry finds that there are no financial records or audits on Port Authority since 2008. So neither the City Council nor the public has any idea about what is going on. Your CC liaison has been active. But there is a problem you need to investigate further and report upon... different parts of City governance... moving money without authority or current approval... to pay what, to whom, for services occurring over an extended period of time? What is it that we do not know today but should know? Why is there such secrecy? Who will further investigate this serious breach? Are you concerned about the exercise of your City Council responsibilities and authority? Time will tell.

John Marshall Lee

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

A Plan for Minority Party Representation on the
City Council

Mr. Book did not attend the public speaking proceedings.

Clyde Nicholson
54 Wallace Street
Bridgeport, CT 06604

Taxes

Mr. Nicholson came forward and asked that the Mayor and the City Council be the first city in the United States to open their doors to the residents of Flint, Michigan. He stated that it is unacceptable that citizens of the United States do not have access to clean water. Mr. Nicholson stated that there are a number of empty homes as well as willing host families, and that

Bridgeport could accommodate up to 20,000 people. He stated that opening doors to refugees while American children are being poisoned is deplorable. He further stated that while federal politicians are playing the game, families are barely scraping by, and that the City Council, as the heart of local government, should be willing to assist. Mr. Nicholson stated that he will continue to press this issue, and that this unique, wonderful city should make this a time to extend kindness and assistance to their fellow man.

George Cruz

PSEG Coal Plant & Notifications

Mr. Cruz came forward and thanked the Council for the opportunity to speak. He stated that Mr. Young, who previously spoke, is devoted to his community and deserves answers to his questions and assistance.

Mr. Cruz stated that the plan he has been opposing regarding the PSEG Coal Plant has gone through, and that the citizens of Bridgeport did not receive a notification. He stated that he specifically texted Council Member Taylor-Moye for confirmation. Mr. Cruz stated that after the community expressed their objection, to have the Council move forward with the deal felt like a slap in the face. He further stated that the project is compromising the health and welfare of the public and that he will not stand idly by and allow it to happen without a fight.

ADJOURNMENT

Council President McCarthy adjourned the Public Speaking portion of the meeting at 7:10 PM.

Respectfully submitted,

Catherine Ramos
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 16, 2016

7:00 PM

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

CALL TO ORDER

Mayor Ganim called the meeting to order at 7:23 PM.

PRAYER

Mayor Ganim requested Council Member Olson lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested Council Member Holloway lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Martinez called roll.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Denese Taylor-Moye, Jack Banta
132nd District: M. Evette Brantley, Rev. John W. Olson
133rd District: Thomas McCarthy, Jeanette Herron
135th District: Richard Salter, Mary McBride-Lee
136th District: Jose Casco
137th District: Milta Feliciano, Aidee Nieves
138th District: Anthony Paoletto
139th District: Eneida Martinez, James Holloway

Council President McCarthy stated that Council Member Smith had a scheduling conflict, but may arrive later. He then stated that Council Member Vizzo-Paniccia would not be present due to illness. Council President McCarthy further stated that Council Member Lyons had an unforeseen personal matter to attend to, and would not be present.

MAYORAL PROCLAMATIONS AND CITY COUNCIL CITATIONS

Mayoral Proclamation: In Recognition of the Get Healthy CT Coalition by Declaring February 2016 in the City of Bridgeport as “Know Your Numbers” Month to Increase Health Screening Awareness AND City Council Citation: In Recognition of the Get Healthy CT Coalition by Declaring February 2016 in the City of Bridgeport as “Know Your Numbers” Month to Increase Health Screening Awareness.

Mayor Ganim stated that it is crucial to know your numbers, and that he and Dr. Stallworth were invited to have their numbers checked by the Director of Health. He stated that this type of screening allows people to discover whether they are over or underweight, and allows them to check their blood pressure and cholesterol. Mayor Ganim further stated that going through the process illuminated the dangers of diabetes and cardiac issues.

Council President McCarthy extended his thanks to Bill Cowie and Kristin Dubay-Horton. He stated that they as Council Members should stand as examples, and show that screening is not a scary thing, but rather a positive way for citizens to make informed decisions about their health. He further stated that all members of the City Council were screened today.

Ms. Dubay-Horton came forward and thanked all of the health screening volunteers, as well as the City Council and Mayor. She stated that they screen between 800 and 1,000 people at soup kitchens and shelters during the year, which is followed up by health and nutrition advice. Ms. Dubay-Horton further thanked St. Vincent’s Hospital for their partnership.

Mr. Cowie echoed Ms. Dubay-Horton’s thanks, and stated that anything they can do to be proactive with the community’s healthy has an immeasurable impact on long-term care. He stated that they may never know how many lives they have impacted by offering screenings, and that the Council and administration’s support of the coalition is invaluable.

Mayor Ganim proclaimed that heart disease and diabetes are the top causes of hospitalization, particularly for people of color, and that knowledge is the core of prevention.

PUBLIC HEARING

08-15(A): Public Hearing RE: Disposition of City-Owned Property Located at 130 Clifford Street by Auction, Sale to Abutter or by Sale to Community-Based Housing Development Corporations

Mayor Ganim opened the public hearing on Item 08-15(A) and asked if anyone present would like to speak on the matter.

No present members of the public wished to speak on the matter.

Mayor Ganim asked if anyone wished to speak in favor of the item. No one came forward. He then asked if anyone would like to speak in opposition. Hearing none, Mayor Ganim asked if any City Council members would like to speak.

Council Member Holloway stated, as there were no members of the public voicing support or objection, that they should approach the abutting property owner for purchase of the property.

Mayor Ganim closed the public hearing at 7:38 PM.

MINUTES FOR APPROVAL

**** COUNCIL PRESIDENT MCCARTHY MOVED TO APPROVE THE CITY COUNCIL MINUTES OF JANUARY 4, 2016.**

**** COUNCIL MEMBER SALTER SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES

**** COUNCIL PRESIDENT MCCARTHY MOVED TO COMBINE AND REFER THOSE ITEMS DESIGNATED COMMUNICATIONS, ADDENDUM, AND RESOLUTIONS TO COMMITTEES.**

**** COUNCIL MEMBER BRANTLEY SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

The following communications were referred to committee:

54-15 COMMUNICATION FROM TAX COLLECTOR RE: ASSIGNMENT OF TAX LIENS FOR FISCAL YEAR 2016, REFERRED TO CONTRACTS COMMITTEE.

56-15 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH NEW ENGLAND HEALTH CARE EMPLOYEES UNION, LOCAL 1199, CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP, REFERRED TO CONTRACTS COMMITTEE.

57-15 COMMUNICATION FROM OPED RE: (REF #155-13) PROPOSED RESOLUTION AMENDING THE CITY'S AUTHORIZATION TO DISPOSE OF

PROPERTY FOR THE CHERRY STREET ADAPTIVE REUSE PROJECTS, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

58-15 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT OFFICE OF EARLY CHILDHOOD FOR A HEALTH START GRANT PROGRAM (PROJECT #16267), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

The following items on the addendum to the agenda were referred to committee:

59-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION FROM NERISSA WHITTINGHAM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

60-15 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED AGREEMENT WITH AETNA LIFE INSURANCE COMPANY IN REGARDS TO A GROUP LIFE, ACCIDENT, AND HEALTH INSURANCE POLICY FROM MAY 1, 2016 THROUGH APRIL 30, 2019, REFERRED TO CONTRACTS COMMITTEE.

The following resolutions were referred to committee:

55-15 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) CASCO, CASTILLO AND MARTINEZ RE: REQUEST THAT THE INSTALLATION OF "SPEED BUMPS" OF SUFFICIENT HEIGHT AND DISTANCE BE PLACED ALONG CAPITOL AVENUE BETWEEN MAIN STREET AND LINDLEY STREET, REFERRED TO BOARD OF POLICE COMMISSIONS

MATTERS TO BE ACTED UPON (CONSENT CALENDAR)

***55-13 Contracts Committee Report RE: State Lobbying Services Agreement with Reynolds Strategy Group, LLC.**

**** COUNCIL MEMBER BANTA MOVED TO APPROVE ITEM *55-13 RE: CONTRACTS COMMITTEE REPORT RE: STATE LOBBYING SERVICES AGREEMENT WITH REYNOLDS STRATEGY GROUP, LLC.**

**** COUNCIL MEMBER BRANTLEY SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

OTHER BUSINESS

**** COUNCIL PRESIDENT MCCARTHY MOVED TO SUSPEND THE RULES OF THE MEETING TO ALLOW THE REFERRAL OF AN UNLISTED ITEM.**

**** COUNCIL MEMBER BRANTLEY SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY.**

**** COUNCIL PRESIDENT MCCARTHY MOVED TO REFER ITEM 61-15 RE: PROPOSED CONTRACT FOR PROFESSIONAL SERVICES WITH JOSEPH L. GAUDET JR. TO THE CONTRACTS COMMITTEE.**

**** COUNCIL MEMBER BRANTLEY SECONDED THE MOTION.**

**** MOTION PASSED UNANIMOUSLY. (ITEM #61-15)**

Mayor Ganim stated that the next City Council meeting is scheduled during a time period where numerous Council Members will be out of town due to a conference. He stated that he conferred with Council President McCarthy and proposed that a special meeting take place two weeks from Monday, February 15th. Council President McCarthy stated that elections take place March 1st, and Mayor Ganim stated that they should schedule a meeting for the 29th of February to get it in prior to said elections.

Council Member Paoletto acknowledged Brian Roberts, a Boy Scout in attendance who is working to achieve his Eagle Badge, the requirements of which are an active presence in his troop, exemplifying the principles of Scout Law, and earning a total of 21 merit badges, among them a Citizenship in the Community badge. He further stated that it would be much appreciated if the Council Members could take a photo with him.

Council Member Martinez took a point of personal privilege to thank Mayor Ganim for the improvements he has made to the City, specifically his decision regarding the Chief of Police. She further stated that she has seen an improvement in quality of life and public safety, specifically in her district, and that the transition in the police department is a great step forward.

Council Member Martinez asked that the Council have a moment of silence for the Andrews family in Fairfield.

Council Member McBride-Lee took a point of personal privilege to thank the new administration for the positive changes they have made thus far. She further stated on February 27th at 5:00 PM, her group would like to give a citation to thank Mayor Ganim for said changes.

Council President McCarthy took a point of personal privilege to ask that the Council have a moment of silence for the the passing of Steve Ford, the deputy airport manager, who was a fixture for over 3 decades and cared tremendously about the community, as well as his position.

Council Member Olson took a point of personal privilege to acknowledge the remembrance of his mother being held in light of her birthday on February 29th. He stated that while she was born in 1896, as it was a leap year, she was only technically 28 years old when she passed.

ADJOURNMENT

- ** COUNCIL MEMBER HERRON MOVED TO ADJOURN.**
- ** COUNCIL MEMBER BRANTLEY SECONDED THE MOTION.**
- ** MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:50 PM.

Respectfully submitted,

Catherine Ramos
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on Tuesday evening, February 16, 2016 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #08-15 (A)

1. Disposition of City Owned property, located at 130 Clifford Street by Auction, sale to Abutter or by sale to Community Base Housing Development Corporations.

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

2 Editions, Connecticut Post:

PLEASE PUBLISH ON (Friday, February 5, 2016 & Saturday, February 13, 2016)

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

P.O.: 1600054-00

Account #: 111171

Dated: February 3, 2016

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

ECD& Environment Committee
Public Hearing
February 3, 2016
Page 2 of 2

Ec: City Council Members
Mayor Joseph P. Ganim
J. Gomes, CAO
G. Malheiro, Deputy CAO
A. dePara Jr., CAO's Office
R. Christopher Meyer, City Attorney
R. Liskov, Associate City Attorney
D. Kooris, Director, OPED
D. Roach, Director, Community Outreach
M. Perez, Sr. Economic Development Associate, OPED
E. Adams, Dir., Government Accountability & Integrity

COMM. #54-15 Referred to: Contracts Committee on 02/16/2016.



JOSEPH P. GANIM
Mayor

CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

February 1, 2016

To: Frances Wilson
Acting Assistant City Clerk

From: Veronica Jones
Tax Collector

Re: Proposed Resolution

Please place the enclosed proposed resolution on the agenda of the next Council meeting for referral to the Contracts and Appointments Committee. The purpose is to authorize the assignment of liens for the fiscal year 2016

Thank you.

cc: Honorable Joe Ganim, Mayor
Kenneth Flatto, Finance Director

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

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



JOSEPH P. GANIM
Mayor

CITY OF BRIDGEPORT, CONNECTICUT
OFFICE OF LABOR RELATIONS

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7610

JANENE HAWKINS
Director

April 15, 2016

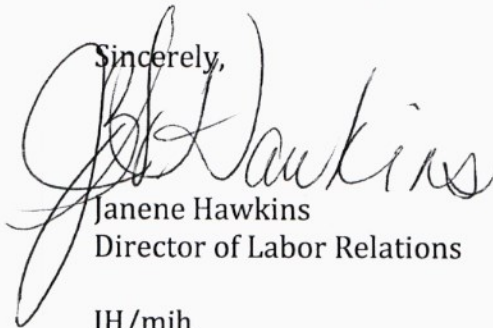
Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: Nurses, Local 1199 Contract

Dear Honorable Members:

As a submitter of Item #56-15, the Office of Labor Relations hereby respectfully withdraws the matter as being moot. Kindly be advised that the pertinent collective bargaining agreement with the Nurses, Local 1199 is in effective pursuant to the provisions of C.G.S. Sec. 7-474 (b).

Sincerely,



Janene Hawkins
Director of Labor Relations

JH/mjh

pc: Joseph P. Ganim, Mayor
Joao Gomes, Chief Administrative Officer
Nestor Nkwo, Director of OPM
R. Christopher Meyer, City Attorney
File

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2016 APR 18 A 11:07



JOSEPH P. GANIM
Mayor

CITY OF BRIDGEPORT, CONNECTICUT
OFFICE OF LABOR RELATIONS

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7610

JANENE HAWKINS
Director

THOMAS C. McCARTHY
Deputy Director

COMM. #56-15 Referred to: Contracts Committee on 02/16/2016.

February 10, 2016

Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: New England Health Care Employees Union, Local 1199

Dear Honorable Members:

The City of Bridgeport and the New England Health Care Employees Union, Local 1199 (Nurses) 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,

Janene Hawkins
Director of Labor Relations

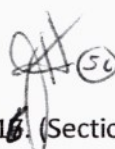
JH/mjh

pc: Joseph P. Ganim, Mayor
John Gomes, Chief Administrative Officer
File

To: Dave Ryan and Larry Fox
Re: TA Covering Bridgeport School and Clinic Nurses
From: John M. Creane 
Date: January 28, 2016

The following is the TA reached with the City for a successor contract, modifying the expired contract.

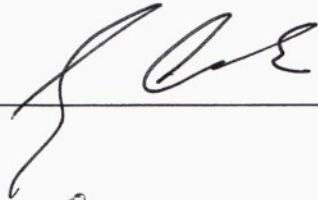
1. Term- July 1, 2012- June 30, 2019
2. Wages- Across the board and on all steps; Retroactive wage increases for 7/1/12, 7/1/13, 7/1/14 and 7/1/15 to be made in a lump sum payment upon ratification of contract:

7/1/12	2%	
7/1/13	2.5%	2.0 JK (50)
7/1/14	2.5%	
7/1/15	2.5%	
7/1/16	2%	
7/1/17	2%	
7/1/18	2%	
3. Direct Deposit- mandatory as of 7/1/16 for all bargaining unit employees (Sec. 15-8)
4. In Service Training and Conferences-
Remains at \$8,000, split \$7,500 for Public Health Nurses and \$500 for Nurse Practitioners (Sec 25-5).
5. CBA Negotiations- Limit number of nurses released at any time to five (5), with 1 from clinic and 4 school nurses (Sections 11-2 and 25-7).
6. Post-Employment Medical Benefits-
Eliminated for employees hired on or after July 1, 2016.  (Sections 18-12 to 18-14 and side letter 3).
7. Labor Management Committee- (new) Section 25-7:
"The parties agree to meet and discuss issues of concern and importance to each. Such meetings will occur every quarter (or more often as agreed) and either party may submit items

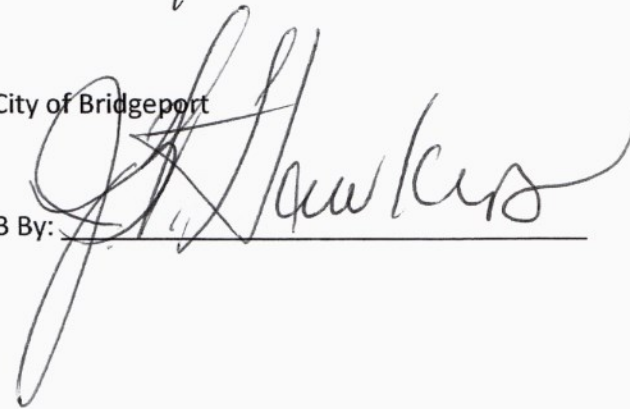
for discussion. The Employer and the Union shall each designate their own committee members, and the committee membership may vary from month to month based on the agenda items or for other reasons but will be capped at 5 bargaining unit members (1 from the clinic and 4 from the schools) if on work time. "

8. Flu shot- annual flu shot paid by employer (Appendix B).

1199 New England Health Care Employees Union, District 1199, SEIU

By: _____


Date: 1/25/16

City of Bridgeport
By: _____


Date: 1/28/16



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

DAVID M. KOORIS
Director

Mayor

COMM. #57-15 (Ref. #155-13) Ref'd to ECD&E Committee
on 02/16/2016

TO: Honorable City Council
FROM: Bill Coleman
DATE: February 9, 2016

RE: A Resolution Amending Authorization to Dispose of Property
Cherry Street Adaptive Reuse Project (Ref Item #155-13)

On November 3, 2014, the Council approved Item #155-13, which authorized the disposition of certain City-owned properties in support of the Cherry Street Adaptive Reuse project. In light of recent progress on the project and so as to move the project forward more quickly and at less overall cost to the City, we are asking the Council, in effect, to amend the previous authorization.

We are making this request for the following reasons:

- 1)The Developer has secured funding from the Connecticut Housing Finance Authority ("CHFA") for the first phase of the project. In response to specific requirements imposed by CHFA relevant to the provision of parking, the City must transfer its properties to the Developer on a more accelerated schedule than originally contemplated.
- 2)In response to the accelerated schedule (which the City welcomes), OPED has asked the Developer (and the Developer has agreed) to take on what would have otherwise been the City's responsibility for demolishing a large fire-damaged industrial building on one of the City-owned properties.
- 3)By addressing CHFA's requirement and by shifting the cost of demolition to the Developer, the City limits its property management liability, lessens its administrative burden, all while receiving the same or better net value for the properties as previously approved by the Council.

I would ask that this item be referred to the Economic and Community Development and Environment Committee for action no later than at its meeting of Tuesday March 15th. A public hearing is not required, as one was previously held in this regard. Thank you for the consideration.

ATTEST
CITY CLERK

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**A Resolution by the Bridgeport City Council
Amending the City's Authorization to Dispose of Property
for the
Cherry Street Adaptive Reuse Project**

WHEREAS, pursuant to City Council Resolution Item #155-13, approved November 3, 2014, the City of Bridgeport (the "City"), acting through its Office of Planning and Economic Development ("OPED") acquired on April 2, 2015 the following four properties: 62 Cherry Street; 80 Cherry Street; 1341 Railroad Avenue; 1325 Railroad Avenue; (collectively, the "Phase Two Properties");

WHEREAS, the Phase Two Properties comprise the western half of a full city block in the City's West End Redevelopment Area (the "Block") which is slated to be redeveloped in its entirety by Bhagya Realty or its affiliate entity/ies (the "Developer") as a phased adaptive-reuse, mixed-use project (the "Project") pursuant to approvals granted by the City's Planning and Zoning Commission on May 14, 2014 and on May 28, 2015 (the "PZC Approval");

WHEREAS, the first phase of the Project (the "Phase One Improvements") shall be constructed primarily on the eastern half of the Block on Developer-owned properties now designated as 375 Howard Avenue; 1289 Railroad Avenue; 72 Cherry Street (collectively, the "Phase One Properties");

WHEREAS, the Developer has secured financing for the Phase One Improvements from the Connecticut Housing Finance Authority ("CHFA");

WHEREAS, in order to close on the CHFA financing, the Developer must demonstrate to CHFA that it has ownership or control via ground-lease of the property/ies to be used to provide the parking required (the "Parking") for the Phase One Improvements;

WHEREAS, the CHFA-required Parking for the Phase One Improvements is to be provided on a portion of the Phase Two Properties, as well as on discontinued portions of the public rights of way found along the perimeter of the Project along Hancock Avenue, Railroad Avenue, and Howard Avenue (the "Discontinued ROW");

WHEREAS, in order to facilitate the Developer's closing on the CHFA financing and the construction of the Phase One Improvements, the City wishes to transfer the Phase Two Properties and the Discontinued ROW to the Developer;

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council that the Mayor or the Director of the Office of Planning and Economic Development is authorized, as per the City Attorney's direction as to forms and methods, to transfer the Phase Two Properties and the Discontinued ROW to the Developer for the advancement of the Project; and

BE IT FURTHER RESOLVED that the City's transfer of the Phase Two Properties and the Discontinued ROW to the Developer shall be conditioned upon its receiving from the Developer the greater of \$850,000 or the Developer's acceptance of the contractual obligation to complete at his own cost any and all of the demolition required to provide the Parking for the Phase One Improvements (with the form of such contractual obligation and the verification of such completion and of such cost all to be determined by the City); and

BE IT FURTHER RESOLVED that the City's transfer to the Developer of the Phase Two Properties and the Discontinued ROW shall be further subject to the Developer's acceptance of the contractual obligation to complete the Phase Two Improvements in a timely manner as per industry standards for securing financing and constructing Phase Two as per a schedule to be more specifically determined by the City; and

BE IT FURTHER RESOLVED that Mayor or the Director of the Office of Planning and Economic Development is further authorized to take any and all other reasonable and/or necessary actions and execute such documents consistent with the purposes of this Resolution and with the approval of the Office of the City Attorney.



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:

***155-13 Consent Calendar**

**A Resolution by the Bridgeport City Council
Authorizing the Acquisition and Subsequent Disposition of Four Properties
in the West End Redevelopment Area
for the Cherry Street Adaptive Reuse Redevelopment Project**

WHEREAS, the block bounded by Cherry Street, Hancock Avenue, Railroad Avenue, Howard Avenue (the "Block") is located within the West End of the City, and within the West End Municipal Development Plan ("MDP") Redevelopment Area, as amended; and

WHEREAS, the Block contains over 300,000 square-feet of vacant and blighted buildings, all of which formerly housed industrial companies, and all of which are historic; and

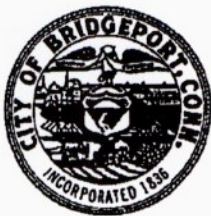
WHEREAS, on May 24, 2014, Corvus Capital, LLC, (the "Developer") secured the Bridgeport Planning and Zoning Commission's Approval of its Mixed Use Adaptive Reuse Plan to convert the Block through historic renovation into 311 residential units, parking, open space, and approximately 60,000 square-feet of complementary commercial space, (the "Project"); and

WHEREAS, the Project is to be carried out in two phases, the first phase to be constructed on the eastern half of the Block and to comprise an approximately \$44 million investment in the development of 156 residential units, 60,000 square-feet of commercial space, and 40,000 square-feet of open space (such improvements to be known collectively as the "Phase One Improvements" or "Phase One"); and

WHEREAS, the second phase of the Project shall be constructed on the western half of the Block at a similar cost of approximately \$44 million and shall include approximately 165 residential units and related commercial, parking and open space (the "Phase Two Improvements" or "Phase Two"); and

WHEREAS, the eastern half of the Block consists of 3 parcels of land which are privately owned, and are under contract to be sold to the Developer as follows: 375 Howard Avenue; 1289 Railroad Avenue; 72 Cherry Street; (collectively, the "Phase One Parcels"); and

WHEREAS, the western half of the Block consists of 4 parcels which are privately owned, under contract to the Developer, but also subject to a tax foreclosure action by the City, as follows: 62 Cherry Street; 80 Cherry Street; 1341 Railroad Avenue; 1325 Railroad Avenue; (collectively, the "Phase Two Parcels"); and



Report of Committee on ECD and Environment
*155-13 Consent Calendar

-2-

WHEREAS, the Developer anticipates beginning the two-year construction of the Phase One Improvements in March of 2015 and, assuming a pre-leasing rate of 15 units per month for the Phase One residential, subsequently anticipates beginning the two-year construction of the Phase Two Improvements on or about March of 2016; and

WHEREAS, there is a need to address the blight on the Phase Two Parcels concurrent with the development of the Phase One Improvements so that Phase One may be successful in attracting the anticipated market absorption; and

WHEREAS, private capital is not currently available to remove the blight on the Phase Two Parcels; and

WHEREAS, the City wishes to use existing State of Connecticut DECD West End Redevelopment Funds ("West End Funds") to address the blight on the Phase Two Parcels, by among other things, performing environmental investigations on the Phase Two Parcels, demolishing the fire-damaged building at 62 Cherry Street, securing the Parcels from trespassers, improving the appearance of the buildings from Interstate 95; and

WHEREAS, the City can most readily use the "West End Funds" on properties it owns; and

WHEREAS, the City can also use the West End Funds for the acquisition of properties which are designated for acquisition within the West End MDP, as amended; and

WHEREAS, the City Council is being requested simultaneously to amend the West End MDP to designate the Phase Two Properties for acquisition; and

WHEREAS, the City wishes to acquire the Phase Two Properties so as to have direct control over them within the earliest and most certain time-frame possible, with a direct acquisition by the City being faster than the time-frame afforded by foreclosure and more certain than the alternative of the Developer's (diligence-dependent and financing-dependent) direct acquisition; and

WHEREAS, provided the Developer is moving toward substantial completion of the Phase One Improvements as per the agreed-upon schedule, it is the City's intent to transfer the Phase Two Properties, with the consent of the State DECD, at a negotiated price, at or near appraised value, to the Developer for the completion of the Project on the Block; and

WHEREAS, should the Developer not complete the Phase One Improvements or fail to reach a negotiated price with the City for the acquisition of the Phase Two Parcels, then the City would intend to market the Phase Two Properties to a subsequent developer; and

WHEREAS, the City has West End Funds sufficient to purchase the Phase Two Properties as per the attached "Terms of Acquisition."



Report of Committee on ECD and Environment
*155-13 Consent Calendar

-3-

NOW THEREFORE, BE IT RESOLVED, that the Mayor or the Director of the Office of Planning and Economic Development is authorized to negotiate and conclude the acquisition of the Phase Two Properties in accordance with a contract of sale based upon the attached "Terms of Acquisition," and is further authorized to take any and all other necessary actions related to the acquisition consistent with the purposes of this Resolution.

BE IT FURTHER RESOLVED, that pursuant to the West End MDP, the Mayor or the Director of the Office of Planning and Economic Development is authorized to negotiate and conclude the subsequent disposition of the Phase Two Properties as per the attached "Terms of Acquisition" to the Developer for the completion of the Project, and is further authorized to take any and all other necessary actions related to the acquisition consistent with the purposes of this Resolution.

"Terms of Acquisition"

- Acquisition: Deed in Lieu of Foreclosure
(City Back Taxes of Approximately \$550K dissolved)
- Consideration: \$850,000 minus value of all liens cleared, including taxes
Estimated Net Acquisition Cost (Depending on Closing Date)
\$300,000 to \$350,000
- Source: State DECD West End Monies
- Disposition: To Corvus Capital Development: \$850,000
- Terms: Compliance with PZC Approval of Adaptive Reuse Mixed Use Development
Plan
- Obligations: Evidence of Financing for Completion of Phase II of Project
Evidence of Ability to Secure and Maintain
- Conditions: Subject to Developer Performance Per LDA Milestones
Subject to Enforcement Mortgage

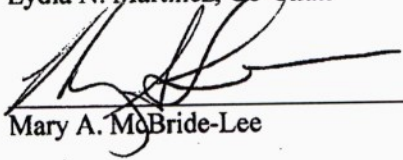


Report of Committee on ECD and Environment
*155-13 Consent Calendar

-4-

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

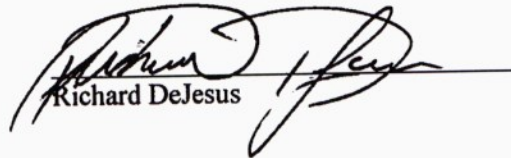
Lydia N. Martinez, Co-Chair



Mary A. McBride-Lee



Jack O. Banta, Co-Chair



Richard DeJesus

Michelle A. Lyons

Michael J. Marella



Eneida Martinez-Walker

Council Date: November 3, 2014



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

DAVID M. KOORIS
Director

JOSEPH P. GANIM
Mayor

COMM. #58-15 Referred to ECD&E Committee
on 02/16/2016

February 10, 2016

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

Re: Resolution – **Connecticut Office of Early Childhood Healthy Start Grant Program (#16267)**

Attached, please find a Grant Summary and Resolution for the **Connecticut Office of Early Childhood Healthy Start Grant Program (#16267)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: City of Bridgeport application to the **Connecticut Office of Early Childhood Healthy Start Grant Program (#16267)**

If you have any questions or require any additional information please contact me at 203-332-7134 or isolina.dejesus@bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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2016 FEB 10 P 4: 33
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **Connecticut Office of Early Childhood Healthy Start Grant Program (#16267)**

NEW RENEWAL CONTINUING x

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Isolina DeJesus**

PHONE NUMBER: **203-332-7134**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport **Department of Health and Social Services** has received funding from the Connecticut Office of Early Childhood Healthy Start Grant Program to deliver outreach, education, screening, assessment, and case management to pregnant women and children up to age three living at or below 185% of federal poverty level. Services are provided across the Greater Bridgeport Region and provide assistance in connecting families to insurance (Husky Application Plan), health care providers, and other services as needed.

CONTRACT PERIOD: 07/01/2015 to 06/30/2016 (FY16) and 07/01/2016 to 06/30/2017 (FY17)

IF APPLICABLE

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

Federal:

State: \$220,680 (FY16)
 \$238,932 (FY17)

City: N/A

Other: N/A

FY 16 PROJECT FUNDS REQUESTED

Salaries/Benefits:	\$172,736.00
Contractual (Optimus):	\$ 43,500.00
Supplies:	\$ 1,944.00
Workshops:	\$ 1,900.00
Educational Materials:	\$ 600.00

FY 17 PROJECT FUNDS REQUESTED

Salaries/Benefits:	\$189,530.00
Contractual (Optimus):	\$ 43,500.00
Supplies:	\$ 1,944.00
Workshops:	\$ 1,900.00
Educational Materials	\$ 2,058.00

A Resolution by the Bridgeport City Council

Regarding the

Connecticut Office of Early Childhood

Healthy Start Grant Program

WHEREAS, the **Connecticut Office of Early Childhood** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Healthy Start Grant Program**; and

WHEREAS, funds under this grant will be used to deliver outreach, education, screening, assessment, and case management to eligible recipients; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, **Department of Health and Social Services**, submits an application to the **Connecticut Office of Early Childhood** to fund said services.

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 Office of Early Childhood** for the purpose of the **Healthy Start Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Department of Health and Social Services**, to execute and file such application with the **Connecticut Office of Early Childhood Healthy Start 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
OFFICE OF THE CITY ATTORNEY

999 Broad Street
 Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
 R. Christopher Meyer

DEPUTY CITY ATTORNEY
 John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
 Gregory M. Conte
 Richard G. Kascak, Jr.
 Russell D. Liskov
 John R. Mitola
 Ronald J. Pacacha
 Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
 Edmund F. Schmidt
 Eroll V. Skyers

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

COMM. #59-15 Ref'd to Miscellaneous Matters Committee
 on 02/16/2016

February 11, 2016

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

Re: Proposed Settlement of Pending Litigation in the Matter of Nerissa Whittingham v. German Heyer, et al

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending lawsuit be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Nerissa Whittingham	Motor Vehicle Accident	Steven Antignani, Esq.	\$23,500

Kindly place this matter on the agenda for the City Council meeting on February 16, 2016 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

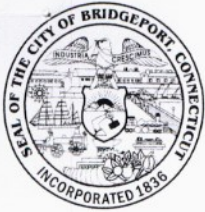
Very truly yours,

R. Christopher Meyer
 City Attorney

Mark A. Anastasi
 Associate City Attorney

Cc: Joseph Ganim, Mayor
 Lydia Martinez, City Clerk

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 9:59 AM



City of Bridgeport
Labor Relations and Benefits Administration

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Janene Hawkins
Director

Thomas C. McCarthy
Deputy Director

Jodie Paul-Arndt
Human Resources Manager

Richard D. Weiner
Benefits Manager

Joseph P. Ganim
Mayor

February 11, 2016

Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find thirteen copies of the Group Life Contract between the City and Aetna Life Insurance Company.

The term of the Agreement is from May 1, 2016 through April 30, 2019.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of February 16, 2016.

Sincerely,


Richard D. Weiner
Benefits Manager

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CITY CLERK

YOUR GROUP POLICY

This is your Group Policy. We feel certain that you will be pleased with this new format.

Your Group Policy consists of:

- a policy "shell" containing general provisions relating to policyholder/insurance company matters, and
- a certificate (including the Schedule of Benefits) containing the complete plan of benefits.

As changes in the plan occur, new or replacement pages will be issued and, when necessary a new or replacement certificate, Schedule of Benefits (SOB) or amendment which will be attached to a cover rider to the policy.

A

(GR-29N-01-01-01)

Group Life and Accident and Health Insurance Policy

This Policy is entered into by and between

Aetna Life Insurance Company
(Aetna, We, Us, or Our)

and

City of Bridgeport
(the Policyholder)

Policy Number: 737582 SCD : 67
Date of Issue: February 5, 2016
Effective Date: April 1, 2016

This Policy shall be effective on the Effective Date and shall continue in force until terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, We will pay benefits in accordance with the terms, conditions, limitations and exclusions set forth in this Policy. Benefits will be paid in accordance with the reasonable exercise of Our business judgment, consistent with applicable law. The duties and the rights of all persons will be based solely on the terms of this Policy.

Upon receipt of the Policyholder's signed Group Application, and upon receipt of the required initial Premium, this Policy shall be considered to be agreed to by the Policyholder and Us, and is fully enforceable in all respects against the Policyholder and Us.

Term of Policy: The Initial Term shall be:
The 12 consecutive month period beginning on the Effective Date.

Thereafter, Subsequent Terms shall be:
The 12 consecutive month period beginning on April 1 of each year.
Rates are guaranteed for a period of 3 years from initial effective date.

Premium Due Dates: The Effective Date and the first day of each succeeding calendar month.

This Policy is non-participating.

This Policy is governed by applicable federal law and the laws of Connecticut.

Signed at **Aetna's** Home Office 151 Farmington Avenue Hartford, Connecticut 06156 on the date of issue.

A handwritten signature in black ink, appearing to read 'Mark T. Bertolini', with a stylized flourish at the end.

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

Aetna Life Insurance Company

Index

Cover Page – Group Life and Accident and Health Insurance Policy

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Special Notice

Definitions

Policy Contents

Premiums and Fees

Responsibilities of the Policyholder

Termination

General Provisions

Special Notice (GR-29N-02-01-05)

Important Information Regarding Your Insurance

Insurance Contact Notice

In the event you need to contact someone about this insurance for any reason please contact your sales agent or broker. If no sales agent or broker was involved in the sale of this insurance, or if you have additional questions you may contact Us at the following address and telephone number:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
1-800-872-3862

Written correspondence is preferred so that a record of your inquiry is maintained. When contacting your sales agent, broker or Us, have your policy number available.

Fraud Notice

Any person who knowingly and with intent to injure; defraud; or deceive; any insurer files a statement of claim or an application containing any:

- false;
- incomplete;
- or misleading information is guilty of a felony of the third degree.

Definitions (GR-29N-03-01-01 CT)

Defined terms as used throughout this Policy appear in bolded print. Some of the terms are defined in this section while others are defined in the *Glossary* section of the Booklet-Certificate.

Associated Companies. This term means any company which is a subsidiary to or affiliated with the Policyholder for the purpose of providing benefits under This Policy.

Employee. This term is defined in the *Eligibility, Enrollment and Effective Date of Your Coverage* Section of the Certificate.

If the Policyholder is a partnership or proprietorship, each of its natural-person partners, or the proprietor, will be deemed to be an employee.

An employee is eligible only for the coverages shown in the Certificate which applies to his or her class.

Policy Contents

This Policy consists of:

- all provisions set forth in this document;
- any Policy Attachments; and
- the provisions found in the *Booklet-Certificate* issued to covered employees and their dependents under the group plan.

A "*Booklet-Certificate*" consists of a *Booklet-Certificate* Base Document ("Booklet-Cert. Base") and any *Schedule of Benefits* ("SOB"), amendment or rider form which may be issued to support or amend the *Booklet-Certificate*.

All of the Policy Attachments and *Booklet-Certificate* documents that are part of the complete Policy are on file with both **Aetna** and the Policyholder.

Premiums and Fees (GR-29N-05-01-03 CT)

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. The initial monthly Premium Rates are set forth in the Schedule of Premiums and Fees.

However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the Policyholder and Us.

If the Policyholder so agrees, We may determine the Premium Rates:

- On the basis of an examination of the experience of the risk assumed; and
- On reasonable assumptions as to interest, mortality and expense.

The rate is subject to change as provided in this Policy. The Premium Rate is for a period of one month.

Premiums Due – Experience Rating. The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Covered employees and dependents as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly, any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Us:

- At any time; or
- Pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, We may declare an experience credit. We do not have a duty to declare any experience credit. If We declare an experience credit, We will return the amount of that credit to the Policyholder. We may return such credited funds by check, by application against future premium in the current or succeeding policy period, or in any other manner as agreed to by the Policyholder and Us. We may require the Policyholder to share the credit with employees as a condition of Our returning the credited funds to the Policyholder.

If the sum of employee contributions which have been made for group insurance exceeds the sum of premiums which have been paid for group insurance, (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of employees. We will not have to see to the use of such excess.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.

Aetna will not have to refund any premium, even if the Policyholder paid the premium in error, for a period prior to:

- The first day of the policy year in which **Aetna** receives proof that the refund should be made; or
- The date 3 months before **Aetna** receives proof that the refund should be made, if this produces a larger refund.

Fees and Assessments. In addition to the Premium, We may charge the following fees and require the Policyholder to pay or reimburse Us for the following assessments. Any such fees and assessments are due on the Premium Due Date as determined by Us:

- We may charge an installation fee upon initial installation of coverage or any significant change in installation (e.g., a significant change in the number of employees or a change in the method of reporting employee eligibility to Us). A fee may also be charged upon initial installation for any custom plan set-ups.
- We may charge a billing fee to each monthly Premium bill. The billing fee may include a fee for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.
- We may charge a reinstatement fee pursuant to the Termination provision.
- We may charge a conversion fee in connection with each employee or dependent electing conversion coverage. The conversion fee may be charged monthly, based upon the number of covered persons electing conversion coverage during the previous month.
- We may charge a fee in connection with a check returned due to insufficient funds.
- We may require the Policyholder to pay or reimburse Us for fees and special assessments required for high risk pools and other state programs.

Grace Period. The "Grace Period" means the 31 consecutive day period immediately following the Premium Due Date. The Policy will remain in force during the Grace Period. If We have not received all Premiums and fees due by the end of the Grace Period, this Policy will automatically terminate at the end of the Grace Period.

Payment of Premiums and Fees. The Policyholder will pay premiums and fees by the Premium Due Date. Payment occurs when we receive good funds. They must be paid at Our home office or its authorized agent.

If We do not receive payment by the Premium Due Date, the Policyholder shall pay Us interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate may be up to 1 1/2% per month for each month; or partial month; the balance remains unpaid. We may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.

Premium Waiver

Payment of Premiums

Notwithstanding any provision in the Policy to the contrary, We will waive \$40,000 of billed premium at the inception of the initial policy term.

Notwithstanding any provision in the Policy to the contrary, We may waive up to one month's billed premium during any policy term. If, after that month's premium has been billed, employees are added to or removed from plan coverage for that month of coverage, the premium waiver will not apply for those employees and additional premium will be due or credited, as applicable.

Termination

If the Policy is terminated within 12 months of the Policyholder's original Policy Effective Date, then We may require Policyholder to pay back the premium so waived. In that event, We will notify Policyholder on at least 10 days prior notice of the Premium Due Date for such premium.

(GR-29N-05-03-04)

Changes in Premium. We may also change the Premium rates and fees effective as of any Premium Due Date upon 30 days prior written notice to the Policyholder. However, no such adjustment will be made during the Initial Term except:

- when there is significant change in factors bearing a material impact on the risk assumed by **Aetna**; or
- to reflect changes in any law or regulation that applies or a judicial decision having a material impact on the cost of providing Coverage.

Retroactive Adjustments. We may, at Our discretion, make retroactive adjustments to the Policyholder's billings for the coverage termination of persons not posted to previous billings. However, the Policyholder may only receive a maximum of 2 month's credit for terminations that occurred more than 60 days before the date the Policyholder notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such persons before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines stated in the Certificate, and are subject to the payment of all premiums that apply.

Notwithstanding the foregoing, We will not make a retroactive adjustment for any covered person who has paid the required premium contribution. When retroactive terminations are submitted by the Policyholder, or on the Policyholder's behalf, We will regard the submission as proof that the required Premium contribution was not paid by the person(s) for that period.

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Life Insurance	Unit Benefit	
Basic	Per \$1,000 Of Insurance	\$.114
Retiree	Per \$1,000 Of Insurance	\$4.030

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Accidental	Per \$1,000 of	\$.030
Death and	Coverage	
Personal Loss		

Responsibilities of the Policyholder (GR-29N-06-01-02 CT)

Records. The Policyholder will furnish to Us such information as We may reasonably require to administer this Policy. This will occur on a monthly basis or as otherwise required. This data may be on our form or by fax. It may also be on such other form or means as We may reasonably approve. This includes, but is not limited to:

- Data needed to enroll the Policyholder's covered persons and their dependents;
- Process terminations;
- Effect changes in family status; and
- Transfer of employment of covered persons.

The Policyholder represents that all enrollment and eligibility information that has been; or will be; supplied to Us is correct. The Policyholder acknowledges that We can; and will; rely on such enrollment and eligibility data to determine whether a person is eligible for coverage under this Policy. To the extent such data is supplied to Us by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such data in the same format. This includes:
 - Evidence of coverage elections;
 - Evidence of eligibility;
 - Changes to such elections; and
 - Terminations.
- Records must be kept for at least seven years or until the final rights and duties under this Policy have been resolved.
- Make such data available to Us upon request.
- If it applies, obtain from all covered persons and their dependents a, "*Disclosure of Healthcare Information*" authorization in the form currently being used by Us in the enrollment process (or such other form as We may reasonably approve).

We will not be liable to covered persons for the fulfillment of any obligation prior to information being received in a form which We will accept. For the purpose of termination of coverage under this Policy, the Policyholder must notify Us of the date in which:

- a covered person's status, or employment, ceases; or
- a dependent loses eligibility under the Plan;

within 15 business days of the event. Subject to any law that applies, unless otherwise provided in the Certificate, We will consider a covered person's employment to continue until stopped by the Policyholder.

The Policyholder must notify persons of the termination of the Policy in compliance with all laws that apply. However, We reserve the right to notify covered persons of termination of the Policy for any reason. This includes non-payment of premium. The Policyholder shall provide written notice to covered persons of their rights when coverage stops.

The Policyholder must notify Us when a request for retroactive termination is a result of a covered person:

- performing an act; practice; or omission that constitutes fraud; or
- making an intentional misrepresentation of material fact as prohibited by the Certificate.

Access. Make payroll and other records directly related to a covered person's coverage under this Policy available to Us for inspection. This will occur:

- upon reasonable advance request;
- at Our expense;
- at the Policyholder's office; and
- during regular business hours.

This provision shall survive termination of this Policy.

Forms. Distribute materials to persons regarding enrollment and coverage features. This includes Certificates as described in the Certificates provision of the Policy Section 7; *General Provisions*.

Policies and Procedures; Compliance Verification. Comply with all policies and procedures established by Us in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Our participation and contribution requirements. The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under any law or regulation that applies.

Continuation Rights and Conversion. Notify all eligible covered persons of their right to continue coverage pursuant to the continuation provisions in the Certificate and any law that applies; and provide notification to each covered person after termination of coverage of their conversion right. This includes:

- A description of plans available;
- Premium Rates; and
- Application forms.

Termination

Termination by Policyholder. This Policy, or any coverage included may be terminated by the Policyholder. The Policyholder may terminate this Policy as to all or any class of its employees. **Aetna** must be given written notice. The notice must state when such termination shall occur. It must be a date after the notice. It shall not be effective during a period for which a premium has been paid to Us for the coverage.

Termination by Us. This Policy will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period as described in the *Grace Period* provision under the *Premiums and Fees* section and is subject to the terms of any laws or regulations.

In addition, We may terminate this Policy as to any or all coverage, of all or any class of employees or dependents of any one or more member employers by giving prior written notice to the Policyholder of when it will terminate. The date shall not be earlier than 31 days after the date of the notice unless it is agreed to by the Policyholder and Us.

This Policy may also be terminated by Us as follows:

- Immediately upon notice to Policyholder if the Policyholder has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Policy;
- Upon 30 days written notice to the Policyholder if the Policyholder breaches a provision of this Policy and such breach remains uncured at the end of the notice period;
- Upon 30 days written notice to the Policyholder if the Policyholder ceases to meet Our requirements for an employer group as defined under applicable state law or regulation;
- Upon 30 days written notice to the Policyholder if the Policyholder: (i) fails to meet Our contribution or participation requirements applicable to this Policy (which contribution and participation requirements are available upon request); (ii) fails to provide the certification required by the Policies and Procedures; *Compliance Verification* provision under Section 4 within a reasonable period of time specified by Us; or (iii) changes its eligibility or participation requirements without Our consent;
- Upon 90 days written notice to the Policyholder (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if We cease to offer the product line to which the Policy relates;

Termination By Us. (Continued)

- Upon 180 days written notice to the Policyholder (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if We cease to offer coverage in a market in which persons covered under this Policy reside; or

If the Policy terminates for any reason, the Policyholder will continue to be held liable for all Premiums and fees due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Policy is in force during the Grace Period. Covered persons shall also remain liable for their cost sharing and other required contributions to coverage for any period of time Policy is in force during the Grace Period. We may recover from the Policyholder Our costs of collecting any unpaid Premiums or fees, including reasonable attorneys' fees and costs of suit.

Non-Renewal. We may request from the Policyholder, a written indication of their intention to renew or non-renew a Policy at any time during the final three months of any policy year. If the Policyholder fails to reply to such request within two weeks of their receipt of the request; or 15 days prior to the renewal date, whichever is later; then upon **Aetna's** written notice to the Policyholder, all or a part of the Policy shall be deemed to terminate automatically as of the end of the policy year. Similarly, upon Our written confirmation to the Policyholder, We may accept an oral indication by the Policyholder; or its agent or broker of intent to non-renew as the Policyholder's notice of termination of all or a part of the Policy effective as of the end of the policy year.

Effect of Termination. No termination of this Policy will relieve either party from any obligation incurred before the date of termination. When terminated, this Policy and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination.

We may, at Our sole discretion, reinstate terminated coverage provided any past due premium and reinstatement fees are paid.

Notice to employees. It is the responsibility of the Policyholder to notify employees of the termination of the Policy in compliance with all applicable laws. However, We reserve the right to notify employees of termination of the Policy for any reason, including non-payment of Premium. In accordance with the Certificate, the Policyholder shall provide written notice to employees of their rights upon termination of coverage.

General Provisions (GR-29N-09-01-01)

Policy. The entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- The attached Certificate(s); and
- Any riders, endorsements, insert attachments or amendments to this Policy or Certificate.

Certificates. Our method of providing the Policyholder with Certificates will be electronic. But We will provide a supply of paper copies to the Policyholder upon request. The Policyholder shall make available or distribute the Certificates to each insured employee. The insurance in force will be set forth in the Certificate. Statements as to whom benefits are payable will appear. Any applicable Conversion Privilege will also be described.

Policies and Procedures. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy and the Certificate in order to promote orderly and efficient administration.

Policy Changes. This Policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This Policy may also be amended by Us:

- With 30 days written notice to the Policyholder; or
- By written agreement between Us and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Us are signed by an authorized executive officer of **Aetna**. No one other than an authorized officer of **Aetna** may change or waive any of the Policy terms or make any agreement binding Us.

The Policyholder will not have to give written agreement of a change in the Policy if:

- The Policyholder has asked for the change and We have agreed to it.
- The change is needed to correct an error in the Policy, including any Certificate issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Us and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this Policy.

(GR-29N-09-02-01)

Delegation and Subcontracting. The Policyholder acknowledges and agrees that We may enter into arrangements with third parties to delegate functions hereunder such as utilization management, quality assurance and provider credentialing, as We deem appropriate in Our sole discretion and as consistent with applicable laws and regulations. The Policyholder also acknowledges that Our arrangements with third party vendors (e.g. pharmacy, behavioral health) are subject to change in accordance with applicable laws and regulations.

Prior Agreements; Severability. As of the Effective Date, this Policy replaces and supersedes all other prior

agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Policy or the documents incorporated herein. If any provision of this Policy is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Policy shall continue in full force and effect.

Clerical Errors. A clerical error in keeping records; or a delay in making an entry; will not alone decide if insurance is valid. An equitable adjustment in premiums will be made when the error or delay is found. If the clerical error affects the existence or amount of insurance, the facts as determined by Us will be used to decide if insurance is in force and its amount. We may also modify or replace a Policy, Certificate or other document issued in error.

(GR-29N-09-03-01 CT)

Administrative Matters. We have complete discretionary authority to review all denied claims for benefits under this Policy. This includes, but is not limited to, the denial of certification of the **medical necessity** of hospital or medical treatment. In performing its review, We shall have discretionary authority to determine whether and to what extent employees and beneficiaries are entitled to benefits; and construe any disputed or doubtful terms of this Policy.

We shall be deemed to have properly exercised such authority unless We abuse our discretion by acting arbitrarily and capriciously. We have the right to adopt reasonable policies, procedures, rules; and interpretations of this Policy to promote orderly and efficient administration.

The Policyholder shall be responsible for making reports and disclosures required by law or regulation. This includes the distribution of Certificates and disclosures prepared by Us.

Misstatements. If any fact as to the Policyholder or any employee or dependent is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Us in a contest unless a copy of the statement is or has been furnished to the employee or his beneficiary, or the person making the claim.

Our failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability. (GR-29N-09-03-01 CT)

As to Life Insurance. The validity of this Policy shall not be contested, except for non-payment of premiums, after it has been in force for 2 years. No statement made by an employee about his insurability shall be used by Us in contesting the validity of the insurance as to which such statement was made if the insurance has been in force prior to the contest for 2 years during the employee's lifetime; or if the insurance under the Policy may be increased upon the application of the employee and the production of evidence of good health if the increase have been in force prior to the contest for 2 years during the employee's lifetime; nor unless such statement is contained in a written form signed by him or her.

As to Accident and Health Benefits. Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or any employee or dependent shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by the Policyholder shall be the basis for voiding this Policy after it has been in force for 2 years from its effective date.
- No statement made by an eligible employee or dependent shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.

Assignability. No rights or benefits under this Policy are assignable by the Policyholder to any other party unless approved by Us.

Waiver. Our failure to implement, or insist upon compliance with, any provision of this Policy or the terms of the Certificate incorporated hereunder, at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or benefits. This applies whether or not the circumstances are the same.

Notices. Any notice required or permitted under this Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed,

proper postage prepaid, and properly addressed to the address set forth in the face page of the Policy, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

Third Parties. This Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

Non-Discrimination. In the management of this Policy, the Policyholder and the Member Employers:

- Will make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the coverages provided by the Policy based on health status or health risk; and
- Will act so as not to discriminate unfairly between persons in like situations at the time of the action.

We can rely on such action and will not have to probe into the details.

Use of Our Name and all Symbols, Trademarks, and Service Marks. We reserve the right to control the use of Our name and all symbols, trademarks, and service marks presently existing or subsequently established. The Policyholder agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without Our prior written consent and will cease any and all usage immediately upon Our request or upon termination of this Policy.

Workers' Compensation. The Policyholder is responsible for protecting Our interests in any Workers' Compensation claims or settlements with any eligible individual. We shall be reimbursed for all paid medical expenses which have occurred as a result of any work related **injury** that is compensable or settled in any manner.

On or before the Effective Date of this Policy and upon renewal, the Policyholder shall submit proof of their Workers' Compensation coverage or an exclusion form which has been accepted by the applicable regulatory authority governing Workers' Compensation. Upon Our request, the Policyholder shall also submit a monthly report to Us listing all Workers' Compensation cases. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION	
Log ID/Item Number:	55-15
Submitted by Councilmember(s):	Jose R. Casco
Co-Sponsors(s):	Alfredo Castillo Eneida Martinez
District:	136TH 139TH
Subject:	Install Speed Bumps on Capitol Avenue
Referred to:	Board of Police Commissioners
City Council Date:	February 16, 2016

SECTION II RESOLUTION (PLEASE TYPE BELOW)

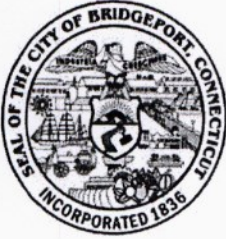
WHEREAS, Capitol Avenue, between Main Street and Lindley Street, provides access to St. Vincent's Hospital, doctor's offices, small businesses, and private homes, and multifamily residences with older adults, families with young children, and disabled persons; and

WHEREAS, Capitol Avenue, between Main Street and Lindley Street, is traveled heavily daily by motor vehicles, light and heavy commercial trucks seeking quick access to Routes 8 & 25 and Boston Avenue, and police, fire and other emergency response vehicles; and

WHEREAS, increasingly some of these vehicles travel this section of Capitol Avenue in excess of the speed limit, ignoring other vehicles, pedestrians and several dangerous intersections thus heightening the risk of serious accident or injury occurring; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby requests the Board of Police Commissioners authorize the installation of speed bumps of sufficient height and distance along Capitol Avenue, between Main Street and Linley Street, to control the excessive speed of vehicles and reduce the risk of serious accident or injury occurring.

RECEIVED
CITY CLERK'S OFFICE
2016 FEB - 9 A 11: 30
ATTEST
CITY CLERK



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VII COMMITTEE ACTION/APPROVAL INFORMATION

Approved by Committee:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Tabled:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:	
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Item# *53-15 Consent Calendar

State Lobbying Services Agreement with Reynolds
Strategy Group, LLC.



Report
of
Committee
on
Contracts

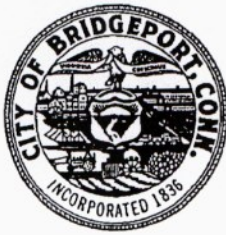
City Council Meeting Date: February 16, 2016

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Garlin 3/6/16
Joseph P. Garlin, Mayor

Date Signed: _____

RECEIVED
CITY CLERK'S OFFICE
2016 MAR -2 A 11: 11
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *53-15 Consent Calendar

RESOLVED, that the attached State Lobbying Services Agreement with Reynolds Strategy Group, LLC for the City of Bridgeport, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jack O. Banta, D-131st, Co-Chair

Jeanette Herron, D-133rd, Co-Chair

Milta I. Feliciano, D-137th

Richard D. Salter, Sr., D-135th

James Holloway, D-139th

absent

Alfredo Castillo, D-136th

Anthony R. Paoletto, D-138th

City Council Date: February 16, 2016

STATE LOBBYING SERVICES AGREEMENT

By this Agreement entered into on or about January 2016 between Reynolds Strategy Group, LLC (hereinafter referred to as "Consultant") and the City of Bridgeport (hereinafter referred to as "CITY"), the Parties agree as follows:

Scope of Work

Consultant will provide the following services:

1. Work with CITY officials on a needs assessment to identify priority interests and other areas of concern vis-à-vis the State of Connecticut (State). Review recent grant requests, funding status of projects and hold an in-depth discussion of potential funding opportunities. Develop a set of specific CITY objectives for State legislative sessions, including any reauthorizing legislation and any specific funding mechanisms for current projects.
2. Provide consultation to the CITY on potential funding available from, and contacts with the State government; particularly but not limited to, the Departments of Economic and Community Development (DECD), Department of Transportation (DOT), Department of Energy and Environmental Protection (DEEP), and Office of Policy and Management (OPM), as well as the Governor's Office and the various State Commissioners, as needed.
3. Develop with the CITY a set of specific State funding targets for projects, and monitor the activities to secure these targets.
4. Advise the CITY on how most effectively to work with the Connecticut Legislature and the staffs of the appropriate legislative committees to secure State appropriations and grants for projects of special interest to the CITY.
5. Assist in briefing the staffs of the State legislative Appropriations Committees and Bond Commission on the merits of appropriations for any funding requests for the CITY.
6. Assist in preparing and scheduling testimony, correspondence and written briefing materials by local officials in support of CITY legislation and requests initiated by the CITY or otherwise likely to impact the CITY's legal, financial, and/or operational interests.
7. Work with officials of the CITY and (upon the CITY's request) of non-profit agencies that apply for funds from the State government in order to have a coordinated listing of all requests and a managed plan to be successful in bringing additional funding to projects that will benefit the CITY.
8. Provide any additional consultation to the CITY on an as-needed basis. The Consultant shall advise, counsel, and represent the CITY in pursuing and opposing legislative initiatives and grant applications and awards at the State level in Hartford, CT and regional offices. The Consultant shall assist the CITY in preparing its State legislative, executive, and administrative agendas and shall strategize with the CITY on an ongoing basis as requested. The Consultant

shall identify topics and areas of need to State legislators serving the CITY, pertinent legislative leaders and committee chairs, and CITY Administrative officials.

The Consultant shall perform ministerial and discretionary functions, such as: prepare letters and verbal and written testimony; arrange and schedule appointments; monitor legislative, executive, and administrative activity; and communicate effectively with the CITY and its elected and appointed officials and their staff, as well as those interest groups identified by the CITY as sharing specific interests with the City, all in furtherance of the CITY's governmental agenda as determined by the City Administration.

Term of Contract

The term of the contract will be for the period commencing January, 2016 and ending on June 30, 2016.

The contract may be extended for one (1) fiscal year term commencing July 1, 2016 and concluding June 30, 2017, by mutual agreement of the Consultant and the CITY acting by and through its Mayor, provided funding has been appropriated for said purpose.

Cost of Services

The fee for the initial term will be \$45,000 total, payable in five (5) installments of \$9,000 each, due monthly in arrears from February, 2016 through June, 2016.

The fee for the one (1) year extension term, if exercised, will be negotiated by the Mayor and the Consultant, but will not exceed the amount to be budgeted for that purpose by the CITY Council, and will be due quarterly in arrears, on or about, September 30, 2016; December 31, 2016; March 31, 2017 and June 30, 2017.

In addition, there will be a charge for pre-approved direct expenses for travel, lodging, and meals during the initial term and the extension term.

Miscellaneous Provisions

- A. *Confidentiality.* The Consultant will keep confidential all strategies and policies. Policies will not be presented to anyone in the private sector, government officials or the news media without the CITY'S prior approval.
- B. *Conflicts.* The Consultant will not pursue objectives of other clients that conflict with the CITY objectives. Potential conflicts that arise will be immediately disclosed to the CITY and proper conflict avoidance measures undertaken.
- C. *Governing Law.* This Agreement shall be governed by the laws of the STATE, both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties hereto, by their respective and duly authorized officers have hereunto set their names.

REYNOLDS STRATEGY GROUP, LLC.

By _____

Its Chief Exec. Officer, Duly Authorized

CITY OF BRIDGEPORT

By _____

Joseph P. Ganim
Its Mayor, Duly Authorized

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, Connecticut 06604-4328

ASSISTANT CITY ATTORNEYS
Edmund F. Schmidt
Eroll V. Skyers

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Gregory M. Conte
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



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

February 16, 2016

Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Office of the City Clerk
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERK'S OFFICE
2016 FEB 17 A 9:26
ATTEST
CITY CLERK

Re: Proposed Contract for Professional Services with Joseph L. Gaudett, Jr.

Dear City Clerk Martinez:


Kindly be advised that at the Tuesday, February 16, 2016 City Council meeting I will request City Council President McCarthy or Contracts Committee Co-Chair Herron or Banta to make the following motions.

MOTION 1 – TO ADD TO THE AGENDA for Referral to the Contracts Committee a proposed Contract for Professional Services with Joseph L. Gaudett, Jr. [2/3 Majority Vote of those present & voting required].

MOTION 2 – TO REFER TO THE CONTRACTS COMMITTEE - a proposed Contract for Professional Services with Joseph L. Gaudett, Jr. [Simple Majority Vote of those present & voting required].

Thank you for your assistance.

Very truly yours,


Mark T. Anastasi
Assoc. City Attorney

Cc: Mayor Joseph P. Ganim, Jr.

Thomas C. McCarthy, Pres. City Council

Daniel Roach, Dir. of Community Outreach & Diversity

FROM THE FLOOR

MEETING DATE: February 16, 2016

NO. #61-15

COMMITTEE:

REFERRED TO COMM.:
Contracts Committee

SUBJECT:

Proposed Contract for Professional Services with
Joseph L. Gaudett, Jr.

MOTION BY: Tom McCarthy

2ND BY: Brantley

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM. X

REMARKS:

Motion to suspend rules for purpose of adding i
item to agenda T. McCarthy 2nd VOTE WAS
UNANIMOUSLY

	YES	NO
Kathryn M. Bukovsky		
Scott Burns		
Jack O. Banta		
Denese Taylor-Moye		
M. Evette Brantley		
John W. Olson		
Thomas C. McCarthy		
Jeanette Herron		
Michelle A. Lyons		ABSENT
AmyMarie Vizzo-Paniccia		ABSENT
Mary A. McBride-Lee		
Richard D. Salter, Sr.		
Jose Casco		
Alfredo Castillo		ABSENT
Aidee Nieves		
Milta I. Feliciano		
Anthony R. Paoletto		
Nessah J. Smith		ABSENT
Eneida L. Martinez		
James Holloway		

RECEIVED
 CITY CLERK'S OFFICE
 2016 FEB 17 A 9:26
 ATTEST
 CITY CLERK