

AGENDA
CITY COUNCIL MEETING
MONDAY, JANUARY 6, 2020

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation and City Council Citation: Recognizing Bridgeport Police School Resource Officer Carlos Carmo, Jr. for his Exceptional Bravery.

City Council Citation(s): Recognizing the Recipients of the 2019 City of Bridgeport "Employee of the Year" Award.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 16, 2019

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 18-19** Communication from Labor Relations re: Proposed Agreement with PMA Management Corporation of New England, Inc. to provide Third Party Administrative Services for Workers' Compensation and Heart and Hypertension Benefits, referred to Contracts Committee.
- 19-19** Communication from Fire Department re: Proposed Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Manuel Firpi having or soon to attain the age of sixty-five years or more to remain employed by the City for another year, referred to Contracts Committee.
- 21-19** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Freddie Manning, **ACCEPTED AND MADE PART OF THE RECORD.**
- 22-19** Communication from OPED re: Proposed Resolution for the Acceptance of Three-Foot Signs from Sound Cyclists Bicycle Club, referred to Economic and Community Development and Environment Committee.
- 23-19** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Victor Vicarrondo, **ACCEPTED AND MADE PART OF THE RECORD.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 24-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Thelma Burnett-Snipes, referred to Miscellaneous Matters Committee.

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

- 20-19** Resolution presented by Council Member(s) Valle & Vizzo-Paniccia re: Proposed resolution for an Ordinance and Moratorium regarding Honorary Street Naming, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *04-19** Economic and Community Development and Environment Committee Report re: Resolution regarding an Application for the Acquisition of the Bridgeport Breakwater Lighthouse.
- *01-19** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Sue Ann Paiva.
- *03-19** Miscellaneous Matters Committee Report re: Refund of Excess Payments – Riverbank Landing, LLC.
- *07-19** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with James Nardozi.

MATTERS TO BE ACTED UPON:

- 02-19** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Leona Williams, Admin. and Carnell Williams.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JANUARY 6, 2020 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

| NAME | SUBJECT |
|---|--|
| John Marshall Lee 30 Beacon Street Bridgeport, CT 06605 | Municipal Governance. |
| Myron Dukes 184 Harriet Street Bridgeport, CT 06608 | New Year Solutions. |
| Anthony Marshall 74 Oakdale Street Bridgeport, CT 06606 | To Adopt "Peace Day" as Peace Week for the City. |
| Ethan Book 144 Coleman Street Bridgeport, CT 06604 | List of things for the City Council to do in 2020. |
| Cecil Young 99 Carroll Avenue Bridgeport, CT 06607 | Taxes. |

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, JANUARY 6, 2020
6:30 P.M.
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President Nieves called the Public Speaking Session to order at 6:38 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: Denese Taylor-Moye, Jorge Cruz
- 132nd District: Marcus Brown, M. Evette Brantley
- 133rd District: Michael DeFilippo, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Rosalina Roman-Christy, Mary McBride-Lee
- 136th District: Alfredo Castillo, Maria Zambrano Viggiano
- 137th District: Maria Valle, Aidee Nieves
- 138th District: Maria Pereira, Samia Suliman
- 139th District: Ernest Newton

RECEIVED
CITY CLERK'S OFFICE
20 JAN 14 AM 11:07
CITY CLERK

Council President Nieves announced that the public speaking rules had changed to 10 speakers for 3 minutes each. She reviewed the updated Council Rules with those present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JANUARY 6, 2020 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Municipal Governance.

Mr. Lee came forward and read the following statement into the record:

Good evening. It is January 6 in the New Year of 2020.

The phrase 20/20 for most of my years has indicated a state of good vision that does not require attendance by eye doctors. But our visual acuity changes as we age, and what worked without intervention in younger years calls for expert help today.

It is similar to what happens with basic governance. When your basic needs for food and water, clothing and shelter, safety of person and property, basic education from childhood to entering work in the marketplace as well as opportunities for activities that enhance your quality of life are met routinely? When you find those wants and needs met, you can identify success in some measure, and provide satisfaction to you.

When the needs are not met, governance process and resources are often established to provide a safety net for the public. That is especially necessary in a poor, under-resourced community like Bridgeport. Things can go wrong in housing, whether public housing, or in the private markets. There may be inadequate housing for families of size that is affordable. If corners are stretched by landlord owners, where can a renter go for redress, rather than a court process that ends in eviction?

Recent experience indicates that there is an expectation in CT that a Fair Rent or Fair Housing board or commission is available to serve City residents. And indeed it appears that such groups, with public members appointed by Mayors, who served without pay, met regularly, had minutes and processes to deal with issues and problems. Fair Housing had Mayor and City Council President serving ex officio. Fair Rent had no ex officio but bipartisan representation for appointment and landlord membership as well as renters.

Conversation with a former Park City Community resident who had failed to gain a reasonable accommodation, but had experience of whom to call at Park City Communities (formerly the Bridgeport Housing Authority) as well as City building inspection personnel, found her calling on City inspectors, Fire and Police personnel while a landlord ignored dealing with complaints about conditions and the lease that were in conflict.

City personnel and CT court workers advised the tenant to visit the Fair Rent group. There is info on the City website. But the groups appear to have died. Why is that? How can such a group die when the City Council and Mayor are part of the process? What statute was created to support such groups? In Mayor Ganim's second term, as well as the preceding eight years of Mayor Finch's term, why has this issue dropped from sight?

The Bridgeport resident followed the advice and visited the Fair Rent Commission in New Haven who were sorry for the family circumstances but has no jurisdiction in Bridgeport. When one or more problem issues can be identified, but the Court still evicts the party making them homeless, who is interested in City process enough to act? When space rented to one party becomes an illegal additional unit with no access to the renter? When the Fire Department, housing code and health department are aware of items to be corrected, where is the safety net in operation? Is it possible that there is a "law", City statute, or State regulation that has been ignored in Bridgeport process for the better part of 15 – 20 years? And when two calls to 311 get no response? Time will tell.

Myron Dukes
184 Harriet Street
Bridgeport, CT 06608

New Year Solutions.

Mr. Dukes came forward and wished everyone a Happy New Year. He went on to speak about an incident on February 19, 2019 when he was denied entrance to a public event at the Margaret Morton Government Center. He said that he has been subsequently harassed and noted that at the last Council Meeting, he was confronted by a Council Member who called him retarded in front of everyone.

Mr. Dukes said that he was there only for the truth and would not go away or be silenced. He thanked everyone for their time and attention.

Anthony Marshall
74 Oakdale Street
Bridgeport, CT 06606

To Adopt "Peace Day" as Peace
Week for the City.

Mr. Marshall came forward and said that he had distributed a document about Peace Week and was asking the City to adopt Peace Week. He said that they often say that they want to be unified, but they aren't. The adults have to show the youth how to be unified. They will be collaborating with the Juneteenth event and various other organizations. He encouraged the Council to participate with the events during the week of June 6th.

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

List of things for the City Council to
do in 2020.

Mr. Book came forward and greeted the Council. He said that he was the President of the Hollow NRZ. While the elections were over, there were still issues that were not resolved such as having an independent City auditor review each department. He said that he had received a comment from a tax payer who stated that he must pay \$70 in taxes on a vehicle costing \$500. This type of issue needs to be addressed.

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Taxes.

Council President Nieves called Mr. Young's name several times. There was no response.

There were two additional speakers who signed up at the meeting.

Derwin Hill
60 Waldorf Avenue
Bridgeport, CT

Abandoned autos

Mr. Hill came forward and greeted the Council. He spoke about his area in Black Rock where there are many three family residences. The problem in the area is parking. He said there was one residence that has multiple vehicles that park in such a manner that no one can park along the street. There was also a car fire recently by a vacant lot where the building burned down many years ago. There are multiple vehicles parked on that lot. He said that hopefully someone will come out and check it out. Zoning can't do anything because it is a blight issue.

Lynn Mosher-Howell
1115 Main Street
Bridgeport, CT

Parking Grace Period

Ms. Mosher-Howell came forward and greeted the Council. She apologized for being disruptive at the last Council meeting. She said that there was an issue with parking tickets. The new contract allows no grace period and people are being ticketed while sitting in their vehicles or pulling over to answer a call. She said that she had Mayor Ganim's public Internet page and read a number of comments that residents have left. One person was ticketed while trying to put their infant in their vehicle. She said that she was demanding that the Council put back to 10 minutes grace period because it is running off customers.

ADJOURNMENT

Council President Nieves adjourned the public speaking at 7:02 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, JANUARY 6, 2020

7:00 P.M.

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

Mayor Ganim called the meeting of the City Council to order at 7:07 p.m.

PRAYER

Mayor Ganim requested Council Member McBride-Lee to lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested that Finance Director Ken Flatto lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Denese Taylor-Moye, Jorge Cruz
132nd District: Marcus Brown, M. Evette Brantley
133rd District: Michael DeFilippo, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Alfredo Castillo, Maria Zambrano Viggiano
137th District: Maria Valle, Aidee Nieves
138th District: Maria Pereira, Samia Suliman
139th District: Ernest Newton

A quorum was present.

Mayoral Proclamation and City Council Citation: Recognizing Bridgeport Police School Resource Officer Carlos Carmo, Jr. for his Exceptional Bravery.

Bridgeport Police School Resource Officer Carlos Carmo, Jr. was called forward and presented with both Mayoral and City Council Citations recognizing his exceptional bravery. He was then presented with Mayoral and City Council Citations.

City Council Citation(s): Recognizing the Recipients of the 2019 City of Bridgeport “Employee of the Year” Award.

Council President Nieves then read the list of Bridgeport City employees who had been recognized as 2019 City of Bridgeport “Employee of the Year” recipients. Those employees who were present came forward and were congratulated by the Council Members.

Mayor Ganim requested a moment of silence for a Bridgeport Police Officer who recently passed away unexpectedly. Council Member Brantley also requested a moment of silence for Mr. Paul Gee who also passed away during the past week.

APPROVAL OF CITY COUNCIL MINUTES: DECEMBER 16, 2019

**** COUNCIL MEMBER BRANTLEY MOVED THE MINUTES OF DECEMBER 16, 2019.**

**** COUNCIL MEMBER BROWN SECONDED.**

The following corrections were noted:

Page 5 of **PUBLIC SPEAKING**, paragraph 4, line 1: please change the following from:
“Council Member Martinez’s name several times. She then told”
to: “Council Member Martinez’s name several times. Council Member Martinez then told”

Page 5 of **PUBLIC SPEAKING**, paragraph 5, line 1: please change “this issue was not address when he” to “this issue was not addressed when he”

Page 11, paragraph 1, please change the following from:
“Council Member Pereira said that the copies of the contract were not received until earlier in the meeting. She said that she would not support this because the contract was not delivered in a timely manner.”

To: “Council Member Pereira said that she would not support this because she was concerned about the process involved and pending litigation.”

Page 14, **MOTION FOR IMMEDIATE CONSIDERATION**: Council Member Pereira expressed concern about the number of votes that were taken regarding this matter. However, a review of the audio recording of the meeting and the written record of the vote was done and the substance and number of votes as presented in the minutes were found to be accurate.

**** THE MOTION TO APPROVE THE MINUTES OF THE DECEMBER 16, 2019 MINUTES AS AMENDED PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, VIZZO-PANICCA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE, PEREIRA, SULIMAN, AND NEWTON) AND ONE (1) ABSTENTION (HERRON).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

18-19 Communication from Labor Relations re: Proposed Agreement with PMA Management Corporation of New England, Inc. to provide Third Party Administrative Services for Workers' Compensation and Heart and Hypertension Benefits, referred to Contracts Committee.

19-19 Communication from Fire Department re: Proposed Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Manuel Firpi having or soon to attain the age of sixty-five years or more to remain employed by the City for another year, referred to Contracts Committee.

21-19 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Freddie Manning, ACCEPTED AND MADE PART OF THE RECORD.

22-19 Communication from OPED re: Proposed Resolution for the Acceptance of Three-Foot Signs from Sound Cyclists Bicycle Club, referred to Economic and Community Development and Environment Committee.

23-19 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Victor Vicarrondo, ACCEPTED AND MADE PART OF THE RECORD.

24-19 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Thelma Burnett-Snipes, referred to Miscellaneous Matters Committee.

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

20-19 Resolution presented by Council Member(s) Valle & Vizzo-Paniccia re: Proposed resolution for an Ordinance and Moratorium regarding Honorary Street Naming, referred to Ordinance Committee.

** Council Member Brown moved to combine and approve the following items to be referred to the Committees:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

18-19 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED AGREEMENT WITH PMA MANAGEMENT CORPORATION OF NEW ENGLAND, INC. TO PROVIDE THIRD PARTY ADMINISTRATIVE SERVICES FOR WORKERS' COMPENSATION AND HEART AND HYPERTENSION BENEFITS, REFERRED TO CONTRACTS COMMITTEE.

19-19 COMMUNICATION FROM FIRE DEPARTMENT RE: PROPOSED REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE

WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT MANUEL FIRPI HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR, REFERRED TO CONTRACTS COMMITTEE.

21-19 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH FREDDIE MANNING, ACCEPTED AND MADE PART OF THE RECORD.

22-19 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION FOR THE ACCEPTANCE OF THREE-FOOT SIGNS FROM SOUND CYCLISTS BICYCLE CLUB, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

23-19 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH VICTOR VICARRONDO, ACCEPTED AND MADE PART OF THE RECORD.

24-19 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH THELMA BURNETT-SNIPES, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

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

20-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) VALLE & VIZZO-PANICCIA RE: PROPOSED RESOLUTION FOR AN ORDINANCE AND MORATORIUM REGARDING HONORARY STREET NAMING, REFERRED TO ORDINANCE COMMITTEE.

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira stated regarding Agenda Items 21-19 and 23-19 that she had never received the 20-day notice or an executive summary for the items. Atty. Anastasi reviewed the process with her.

**** THE MOTION TO APPROVE THE ITEMS FOR REFERRAL PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, HERRON, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***04-19 Economic and Community Development and Environment Committee Report re: Resolution regarding an Application for the Acquisition of the Bridgeport Breakwater Lighthouse.**

***01-19 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Sue Ann Paiva.**

***03-19 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Riverbank Landing, LLC.**

***07-19 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with James Nardozzi.**

Mayor Ganim asked if there were any Council Members who would like to remove an item from the Consent Calendar. Council Member Pereira requested that Agenda Items 01-19; 02-19 and 07-19 be removed from the Consent Calendar.

04-19 Economic and Community Development and Environment Committee Report re: Resolution regarding an Application for the Acquisition of the Bridgeport Breakwater Lighthouse.

**** COUNCIL MEMBER BRANTLEY MOVED THE ITEM.**

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

Council Member Pereira expressed concerns about the proposal because the 126-year-old Lighthouse was located on private land and there was a number of other issues. She asked why the tax payers should have to pick up the cost for the lighthouse restoration and noted that there was no public access. Ms. Haig came forward and explained that OPED does have funding for this type of property.

Council Member Pereira said that she had not received the Executive Summary on this. Atty. Anastasi said that the documentation had been sent out to the Co-chairs and all the Committee Members that had email addresses.

Council Member Brantley asked Ms. Haig to speak about the significance of the lighthouse, which is on the National Historic List. Ms. Haig came forward and gave a brief summary. Discussion followed.

**** THE MOTION TO APPROVE AGENDA ITEM 04-19 – ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION REGARDING AN APPLICATION FOR THE ACQUISITION OF THE BRIDGEPORT BREAKWATER LIGHTHOUSE PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, HERRON, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

03-19 Miscellaneous Matters Committee Report re: Refund of Excess Payments – Riverbank Landing, LLC.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE ITEM.
** COUNCIL MEMBER BROWN SECONDED.**

Council Member Vizzo-Paniccia pointed out, that the item had been approved unanimously in Committee.

Council Member Pereira stated that the address of the LLC was actually an empty lot. Mr. Flatto explained that the company had paid their taxes. They later appealed the assessment and the City was required to refund the money due to the court decision.

Council Member Pereira repeated her statement that the address of the LLC was actually an empty lot. Council Member Burns said that he was familiar with the address and that it was a condominium.

**** THE MOTION TO APPROVE AGENDA ITEM 03-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – RIVERBANK LANDING, LLC PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER PEREIRA MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING AGENDA ITEMS:**

01-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH SUE ANN PAIVA.

07-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH JAMES NARDOZZI.

02-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH LEONA WILLIAMS, ADMIN. AND CARNELL WILLIAMS.

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION FAILED TO PASS WITH EIGHT (8) IN FAVOR (BURNS, TAYLOR-MOYE, BROWN, BRANTLEY, LYONS, PEREIRA, SULIMAN, AND NEWTON) AND ELEVEN (11) OPPOSED (VIZZO-PANICCIA, HERRON, DEFILIPPO, VALLE, CASTILLO, NIEVES, MCBRIDE-LEE, MCCARTHY, ROMAN-CHRISTY, CRUZ, AND ZAMBRANO VIGGIANO)**

01-19 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Sue Ann Paiva.

07-19 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with James Nardozzi.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE FOLLOWING ITEMS:**

01-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH SUE ANN PAIVA.

07-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH JAMES NARDOZZI.

**** COUNCIL MEMBER TAYLOR-MOYE SECONDED.**

Council Member Vizzo-Paniccia stated that the items had been discussed in Committee and that they both had been unanimously approved by the Committee members. She added that previously the Council had allowed other non-Committee Council Members to attend those Executive Sessions but due to a recent Court ruling, only those Committee Members and the attorneys involved in the cases were permitted to be present.

**** THE MOTION TO APPROVE THE FOLLOWING AGENDA ITEMS:**

01-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH SUE ANN PAIVA.

07-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH JAMES NARDOZZI.

PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, HERRON, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

MATTERS TO BE ACTED UPON:

02-19 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Leona Williams, Admin. and Carnell Williams.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED AGENDA ITEM 02-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH LEONA WILLIAMS, ADMIN. AND CARNELL WILLIAMS.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that she wanted to know what occurred and what the settlement was for. Atty. Kascak came forward and said that it was a shooting incident and the settlement amount was \$45,000.

**** THE MOTION TO APPROVE AGENDA ITEM 02-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH LEONA WILLIAMS, ADMIN. AND CARNELL WILLIAMS PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, HERRON, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO-VIGGIANO, CASTILLO, NIEVES, VALLE, PEREIRA SULIMAN, AND NEWTON) AND ONE (1) ABSTENTION (MCCARTHY).**

ADJOURNMENT

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

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



City of Bridgeport
Labor Relations and Benefits Administration
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Joseph P. Ganim
Mayor

Janene Hawkins
Director

Richard D. Weiner
Benefits Manager

COMM. 18-19 Ref'd to Contracts Committee on 01/06/2020.

December 12, 2019

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

19 DEC 12 PM 4:50
CITY OF BRIDGEPORT

Dear Madam Clerk:

Attached please find an original and thirteen copies of the Agreement between PMA Management Corporation of New England, Inc and the City of Bridgeport for third party administrative services for workers' compensation and heart and hypertension benefits for a 36-month period from July 1, 2019 to June 30, 2022. Also enclosed is a proposed resolution for action by the City Council

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of January 6, 2020.

Sincerely,

Richard D. Weiner
Benefits Consultant

RESOLUTION

Communication No. _____

Subject: Proposed Agreement with PMA to provide Third Party Administration of Workers Compensation and Heart and Hypertension Claims

WHEREAS the Benefits Office published a Request For Proposals for Third Party Administration of Workers Compensation and Heart and Hypertension Benefits dated February 15, 2019;

WHEREAS PMA Management Corp. of New England, Inc. ("**PMA**") responded to the RFP by submitting its Fee Proposal April 18, 2019;

WHEREAS the City and PMA are parties to that certain Agreement For Third Party Claims Administrative Services dated July 1, 2014 that expired on June 30, 2019 but which the parties have continued to honor on the same terms and conditions in order to avoid a disruption in PMA's services and to permit the parties additional time to negotiate the instant Agreement and present it to the City Council; and

WHEREAS PMA has agreed to terms and conditions for a Third-Party Administration of Workers Compensation and Heart and Hypertension Benefits Agreement (the "**Agreement**") favorable to the City of Bridgeport.

NOW, THEREFORE, Be It:

RESOLVED that either the Mayor OR the Acting Director of Labor Relations (each, an "Authorized Representative"), or the designee of either of them, acting on behalf of the City, is hereby authorized to execute the Agreement in substantially the form set forth in the attached Agreement and is hereby authorized to enter into, execute, and deliver such other documents relating to the Agreement as the Authorized Representative deems necessary and appropriate in the best interests of the City of Bridgeport consistent with this resolution.

**AGREEMENT FOR THIRD PARTY
CLAIM ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT for third party workers compensation and heart and hypertension claims administrative services ("**TPA Services**") made as of the ____ day of ____, 20____, by and between **PMA Management Corp. of New England, Inc. ("PMA")**, a corporation duly incorporated under the laws of the State of Connecticut, whose principal offices are located at 101 Barnes Road, Suite 300, Wallingford, Connecticut 06492 and the **City of Bridgeport ("Client")**, a political subdivision of the State of Connecticut, whose principal place of business is located at 999 Broad Street, Bridgeport, Connecticut 06604.

RECITALS

CLIENT published a Request For Proposals for Third Party Administration of Workers Compensation and Heart and Hypertension Benefits (Bid No. BFX127194) dated February 15, 2019 (the "**RFP**"), which document is made a part hereof as **Exhibit A** and is incorporated by reference as if fully set forth herein.

PMA responded to the RFP by submitting its Fee Proposal April 18, 2019 ("**Proposal**"), which document is made a part hereof as **Exhibit B** and is incorporated by reference as if fully set forth herein.

CLIENT is authorized by the State of Connecticut to self-insure its workers' compensation program that also includes the administration of heart and hypertension claims;

CLIENT and **PMA** are parties to that certain Agreement For Third Party Claims Administrative Services dated July 1, 2014 expiring on June 30, 2019 but which the parties have continued to honor on the same terms and conditions in order to avoid a disruption in PMA's services and to permit the parties additional time to negotiate the Agreement and present it to the City Council;

PMA, a duly-authorized provider of TPA Services in the State of Connecticut, hereby agrees to provide Client TPA and other services, which are more fully described herein;

CLIENT, having selected PMA to provide TPA Services and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein; and

PMA has agreed to further modifications of this Agreement pursuant to PMA's letter dated June 11, 2019 ("**PMA Modification**"), a copy of which is attached hereto and made a part hereof as **Exhibit C** and is incorporated by reference as if fully set forth herein.

ACCORDINGLY, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

All of the above recitals are incorporated by reference as if fully set forth in the body of this agreement. Any conflicts or questions regarding the interpretation of this Agreement and the RFP or the Proposal shall be resolved in favor of the terms contained in this Agreement.

1. DEFINITIONS

a) **“ALAE (Allocated Loss Adjustment Expense)”** shall mean expenses related to the following items of service and contained in monthly expense reports:

1. Expert witness expense.
2. Legal fees expense.
3. Medical savings charge expense.
4. MSA vendor service expense.
5. Private investigation expense.
6. Records reproduction expense.
7. Section 111 fee expense.
8. Expense report.
9. Attorney, medical.
10. Case management, medical.
11. Concurrent review expense.
12. Cost containment expense.
13. Dentist, medical.
14. Durable medical equipment, medical.
15. Health club membership, medical.
16. Home health aide, medical.
17. Hospital, medical.
18. Independent exam, medical.
19. Medical examination expense.
20. Other, medical.
21. Overpayment, medical.
22. Paid loss or expense, medical.
23. Pharmacy, medical.
24. Physician, medical.
25. PPO network charge expense.
26. Stop payment or cancellation, medical.
27. Subrogation, medical.
28. Translation, medical.
29. Transportation, medical.

- b) **“Claim File” or “Claim Files”** shall mean all files, either electronic or paper, for all open or closed claims that are being handled by PMA at the inception of this Agreement or are created during this Agreement, which shall be considered to be the sole property of the Client.
- c) **“Discretionary Authority Limit”** shall mean the maximum amount PMA is authorized to pay on Client’s behalf on any Qualified Claim without first obtaining prior approval from Client.
- d) **“Heart and Hypertension Claim” or “Heart and Hypertension Claims”** shall mean the Workers’ Compensation Claims (defined herein) that are the Subject of Chapter 568 of the Connecticut General Statutes, as amended to date, as administered by the Connecticut Workers’ Compensation Commission, including, but not limited to, the regulations adopted, opinions issued, decisions rendered and appeals issued thereby.
- e) **“Lost Time Claim” or “Lost Time Claims”** shall mean any timely-reported workers’ compensation or Heart and Hypertension Claim where the injured employee will likely be entitled to medical benefits and has lost or may lose time from work or will submit or has submitted a claim for indemnity benefits. A claim shall become a Lost Time Claim when PMA initiates an investigation of any kind to resolve issues regarding compensability without regard to: (1) whether or not the injured employee has actually lost time from work or (2) whether the claim is ultimately accepted or denied. Lost Time Claims shall also include a claim previously classified as a Medical Only Claim that required PMA to perform additional claim handling services of any nature.
- f) **“Medical Case Manager”** shall mean a PMA Registered Nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.
- g) **“Medical-Only Claim” or “Medical-Only Claims”** shall mean any timely-reported workers’ compensation or Heart and Hypertension Claim involving an injured employee who is or may be entitled to medical benefits but is not likely to lose time from work or submit a claim for indemnity benefits.
- h) **“Qualified Claim”** shall mean any Lost Time Claim, Medical Only Claim, or Record Only Workers Compensation Claim or Heart and Hypertension Claim occurring within the term of this Agreement and any claim PMA currently adjusts or has adjusted pursuant to a prior agreement for third party claim adjustment services.
- i) **“Record Only Claim”** shall mean any timely reported Workers’ Compensation Claim or Heart and Hypertension injury or accident specifically designated by Client to be Record Only, and not otherwise classified by PMA as a Lost Time Claim or Medical Only Claim.
- j) **“Workers Compensation Claim” or “Workers Compensation Claims”** shall mean injuries or illnesses defined by Sect. 31-275 et seq. Connecticut General Statutes.

2. TERM; EXTENSIONS

This Agreement is effective beginning July 1, 2019 (**“Effective Date”**) for a term of three (3) years, expiring June 30, 2022 (**“Term”**). Thereafter and at the sole option of the Client, the Term of this Agreement may be extended for two, one-year terms (each, an **“Extension”**), identified as follows:

- July 1, 2022 through June 30, 2023: **“2022-23 Extension”**
- July 1, 2023 through June 30, 2024: **“2023-24 Extension”**

Client agrees to provide PMA with sufficient advance written notice of its selection of each Extension by providing notice to PMA no later than six (6) months prior to the expiration of the Term or the expiration of any Extension.

3. TPA SERVICES

- a) PMA shall provide customary and appropriate Workers' Compensation Claim and Heart and Hypertension Claim handling services for all Qualified Claims, as follows:
 - i. Lost Time Claims - PMA will provide the services required to make a determination regarding compensability, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
 - ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement.
 - iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.
- b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the Term of this Agreement and any Extension thereof.
- c) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers' compensation statutory and regulatory scheme.
- d) PMA agrees to review and seek approval from Client with respect to a recommended course of action regarding a Qualified Claim valued in excess of the Discretionary Authority Limit.
- e) PMA agrees with respect to the administration of a Heart and Hypertension Claim that it shall employ an experience adjustor and/or other professionals having a thorough understanding of and experience with claims involving damage to and disease of the human heart and circulatory system, and cardiac conditions that result from, and are associated with hypertension, the legal basis for qualifying for and establishing such a claim including applicable statutes of limitation, experience and understanding in calculating benefits unique to a Heart and Hypertension Claim including, but not limited to, the provisions of Sect. 7-433b Connecticut General Statutes, COLA formulas, caps on benefits, taxability issues, pension rights, and survivor benefits afforded to a police officer or firefighter hired prior to July 1st, 1996 or subsequent to that date.
- f) Excess reporting services related to receipt of claim payments from old excess coverage claims dating to the early 2000s or 1990s.

4. MANAGED CARE SERVICES

- a) Client agrees to utilize the following PMA managed care services:
 - i. PMA's medical bill review and repricing services, which may include but are not limited to:

1. reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
 2. utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.
- ii. PMA's managed care networks that include:
1. traditional networks (e.g. physicians and medical facilities);
 2. specialty networks (e.g. providers of durable medical equipment, diagnostic testing, and physical therapy); and
 3. out-of-network services from PMA and third-party vendors.
- iii. PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, and drug utilization review).
- b) Upon request, PMA's Medical Case Managers will provide on-site and telephonic medical management services (e.g. coordinating care and disability management). PMA may also retain third-party vendors for the purpose of providing specific medical management services.

5. RISK CONTROL SERVICES

- a) Upon request, PMA will perform the following activities reasonably acceptable to the Client:
- i. perform a risk management assessment through interviews, records review and conduct on-site inspections to assess operational, administrative, behavioral and managerial systems as they relate to accident prevention and loss control;
 - ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
 - iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);
 - iv. create and administer a specific risk control service project mutually agreed upon with CLIENT.
- b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS APPLICABLE IN THE STATE OF CONNECTICUT, PMA MAKES NO GUARANTEES OR OTHER SIMILAR**

ASSURANCES THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT, BY PROVIDING THE TPA SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

- c) PMA shall provide an itemized monthly report of Risk Control activities performed by PMA for the Client.

6. RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")

- a) PMA will provide the following RMIS services:

- i. Upon request, PMA will convert Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
- ii. Client access to PMA's RMIS provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;
- iii. PMA shall provide standard reports available through PMA's RMIS;
- iv. PMA will provide an annual Stewardship Report, summarizing PMA's performance in a format acceptable to Client;
- v. PMA shall provide annually to the Client, data for the use by Client's auditors and actuaries; and
- vi. PMA shall provide customized reporting reasonably acceptable to the Client, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.

- b) PMA warrants PMA's RMIS against malfunctions, errors, or loss of data due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

- i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the re-creation date.
- ii. the maximum and only liability of PMA for such malfunction, error or loss of data shall be its obligation to re-create reports or regenerate RMIS data as described above.

- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

- d) Obligations of Client regarding use of PMA's RMIS:
 - i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA's RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.

 - ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

- e) General Provisions regarding PMA'S RMIS:
 - i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.

 - ii. Unless otherwise stated, Client's access to PMA's RMIS will end one year from the date of termination or expiration of the Agreement.

7. LEGAL SERVICES

- a) PMA will provide a hearing representative for the Client for informal Workers Compensation Claim hearings.

- b) PMA will provide a monthly report showing how cases are equally allocated in accordance with the CLIENT's policy that cases will be allocated in a random fashion to the existing outside law firms that represent the City in claims litigation, however, Heart and Hypertension Claims may be assigned to a single outside law firm.

- c) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a formal Workers' Compensation Claim hearing or an informal Workers Compensation Claims hearing that requires legal representation; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), a "**Disputed Claim**"), PMA will:
 - i. make recommendations to Client regarding legal matters;

- ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;
 - iii. pursue all appropriate subrogation/contribution claims as directed by Client.
- d) If requested by Client, PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines, which PMA may change at its discretion. Should PMA change its Defense Counsel Guidelines, it will provide the Client with a copy. The parties agree to defense counsel guidelines as set forth in Exhibit A, attached herein.
 - e) PMA will make settlement recommendations to Client, but the final decision regarding the disposition of any Disputed Claim will be made solely by Client.

8. SECTION 111 REPORTING

- a) Client understands and acknowledges that it is a Responsible Reporting Entity ("RRE") as defined by the Centers for Medicare and Medicaid Services ("CMS"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b) Client authorizes PMA to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.
 - i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.
 - ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.
- c) PMA shall charge and Client shall pay a fee of \$8.00 per claim for any claim PMA needs to query to determine the injured worker's Medicare status.
- d) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data for Section 111 reporting purposes.
- e) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims-handling services for Client's Qualified Claims.
- f) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

9. FUNDING of CLAIMS and EXPENSES

PMA will maintain a non-interest-bearing checking account in PMA's name as a fiduciary of the Client ("**Payment Account**") with PMA's bank, which is to be funded by Client but which PMA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the

procedures set forth in this Section. PMA will provide Client with a monthly schedule (“**Payment Register**”) outlining all claim payments, ALAE, and correction items funded by the Client and administered by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

- a) PMA will automatically withdraw funds from Client’s account at Client’s bank through the Automated Clearing House System (“**ACH Debit**”) for deposit to the Payment Account. ACH Debit activities will occur on a weekly basis. Client acknowledges that it has signed an Authorization to Access Account Form prior to the inception of PMA’s services. The Payment Account will be funded by Client in an amount equal to two weeks estimated claims payments and ALAE, which amount may be revised at PMA’s discretion at any time based upon actual claims and expense payment history. If at any time the Payment Account is depleted by 75% or more, PMA will automatically withdraw funds sufficient to replenish the Payment Account.
- b) Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.
- c) PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client.
- d) This Section of the Agreement shall survive the termination of the Agreement.

10. PAYMENT of CLAIM HANDLING SERVICE FEES

- a) For claim handling services to be rendered during the Term of this Agreement, Client agrees to pay PMA an annual fee of \$348,000, to be paid monthly in equal payments of \$29,000 each as invoiced by PMA.
- b) If applicable, for claim handling services to be rendered during the 2022-23 Extension, Client agrees to pay PMA an annual fee of \$359,000, to be paid monthly in equal payments of \$29,917 each as invoiced by PMA.
- c) If applicable, for claim handling services to be rendered during the 2023-24 Extension, Client agrees to pay PMA an annual fee of \$359,000, to be paid monthly in equal payments of \$29,917 each as invoiced by PMA.
- d) Should Risk Control services provided by PMA exceed 500 hours in an annual period during the Term or any Extension, PMA will invoice the Client monthly for services in excess of that threshold on a monthly basis at a rate of \$125 per hour. PMA will notify Client’s Benefits Manager, Rich Weiner (or his designee) prior to the 500 hours being utilized.
- e) If during any Term or any Extension of this Agreement any individual occurrence results in more than 10 claimants as determined by PMA, then the following additional claim handling fees above and beyond the annual fee shall apply, commencing with the 11th claim and for every claim thereafter for that individual occurrence:
 - i. \$850 for each Lost Time Claim;

- ii. \$125 for each Medical Only Claim;
- f) PMA will bill Client for claim handling services to be rendered, along with any other fees (hereinafter identified), which shall be paid in full at inception of this Agreement and annually thereafter. Client will pay such bills within 30 days after receipt. If bills are not paid within 30 days after receipt, PMA reserves the right to charge Client interest at an annual rate of 12% on all overdue payments remaining unpaid after 60 days, and to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

11. MANAGED CARE FEES

- a) For medical bill review and repricing services, Client shall pay a fee of \$8.25 per bill reviewed, plus 25% of the savings over and above fee schedule and/or usual and customary charges resulting from use of PMA's medical bill repricing services.
- b) Upon request, PMA shall provide Client use of the following services, at the following rates:
 - i. medical management services: \$98.00 per hour
 - ii. PMA Care 24: \$98.00 per call
 - iii. point of sale pharmacy intervention: \$35.00 per call
 - iv. peer utilization review: \$235 per hour
 - v. prescription dispensing fee: \$3.00 per fill
 - vi. rehabilitative nurse services: \$98.00 per hour
 - vii. independent medical examination: \$225.00 plus physician cost
 - viii. utilization peer review: \$125.00 per review
 - ix. utilization review (concurrent/prospective): \$98.00 per hour
 - x. medical consultant (physician) review: \$300.00 per review
 - xi. ISO Index: \$7.90 - \$13.10 per search

12. RISK CONTROL SERVICE FEES

- a) For the Term of the Agreement as well as the 2022-23 and 2023-24 Extensions, if applicable, PMA shall provide Client with 500 hours of non-transferrable, non-refundable risk control hours annually at no additional charge, so long as Client remains current in all payment obligations to PMA.
- b) For each additional risk control hour in addition to those set forth in paragraph (a) above, PMA shall provide Client with risk control services at a rate of \$125 per hour.
- c) Upon Client's request, PMA shall provide pricing on project activities.

13. CONFIDENTIALITY

- a) The parties acknowledge and agree that information about Client's employees protected from disclosure to third parties under federal and state law and other information emanating from either party's business in any form may be confidential and proprietary in nature if disclosed by one party to the other and reasonably determined to be confidential and/or proprietary under applicable state or federal law ("Confidential Information"). Each party will use its reasonable best efforts during and after the termination of this Agreement to notify the other party when receives a request

or demand for the disclosure of the other party's Confidential Information, and shall preclude the duplication, use or disclosure of any such Confidential Information to any third party until the party claiming confidentiality has an opportunity to object to such request or demand for disclosure, unless such disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered Confidential Information, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such Confidential Information unless:

- i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person;
 - iii. mandated by applicable court discovery rules; or
 - iv. previously disclosed by a person entitled to disclose the same and in the public domain.
- b) If there is a legal obligation or court or administrative order to release part but not all of the Confidential Information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such requests or orders to disclose.
 - c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.
 - d) This Section of the Agreement shall survive the termination of the Agreement.

14. NATURE of RELATIONSHIP

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein. PMA may not subcontract any services without the prior approval and consent of Client, which consent will not be unreasonably withheld in the exercise of the Client's commercial business judgment, reasonably exercised.
- b) PMA shall be entitled to retain third party vendors to provide any or all support services herein required to allow PMA to perform the claims administration function when deemed appropriate by PMA.

15. TERMINATION

- a) This Agreement may be terminated by the CLIENT upon 180 days advance written notice with or without cause, which termination shall not affect PMA's right to payment for services earned and expenses incurred in compliance with this Agreement up to the date of termination and any run-out period for claims.
- b) This Agreement may be terminated:

- i. by mutual agreement of the parties;
 - ii. by PMA if CLIENT is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given CLIENT prior written notice of such default twenty (20) days prior to the date set for termination and such claimed default has not been cured before the expiration of such period;
 - iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach twenty (20) days prior to the date set for termination and the claimed default has not been cured before the expiration of such period;
 - iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or admits its insolvency or its inability to continue its operation;
 - v. by PMA or CLIENT if PMA fails to obtain any required state or federal licensing for providing services hereunder; or
 - vi. by PMA or CLIENT if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of CLIENT for workers compensation liabilities.
- e) This Agreement shall be deemed terminated upon its normal expiration or earlier termination and the parties shall have no further obligation to one another except for those obligations set forth in this Agreement.
- d) Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. CLIENT shall be responsible for payment of all fees incurred by PMA up to and including the date of termination that are consistent with this Agreement. Upon final closing of the account, PMA shall return the Claim Files to CLIENT in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records and the same shall be treated as Confidential Information. This provision shall survive the expiration or earlier termination of this Agreement.
- e) CLIENT and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination ("**Run-Out Claims**"). Therefore CLIENT agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments that may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates or expires. In addition, PMA shall return to CLIENT any outstanding checks remaining uncashed after termination. PMA shall not be responsible for CLIENT's escheat obligations with regard to issued but un-presented checks either before or after the termination or expiration of this Agreement.
- f) PMA may utilize the Payment Account for any outstanding amounts owed by CLIENT to PMA prior to returning unallocated funding to CLIENT.

- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA, except that PMA shall be precluded from seeking exemplary, punitive or other extraordinary damages.

16. INDEMNIFICATION; INSURANCE

- a) Indemnification. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless PMA, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including reasonable attorneys' fees, incurred by or resulting from (i) claims from third parties alleging gross negligence or willful misconduct of Client, its officers, directors, employees or agents; or (ii) a disclosure of Confidential Information by Client to any third party that is not permitted by this Agreement.
- i. To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including reasonable attorneys' fees, incurred by or resulting from (i) claims from third parties alleging gross negligence or willful misconduct of PMA, its officers, directors, employees or agents or (ii) a disclosure of Confidential Information by PMA to any third party that is not permitted by this Agreement, provided, however, that the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.
 - ii. Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from any failure to cooperate on the part of Client.
 - iii. Promptly after the receipt by any party seeking indemnification under this section ("**Indemnitee**") of notice of the commencement of any action or the assertion of any claim against such Indemnitee by a third party, such Indemnitee shall give the other party ("**Indemnitor**") written notice thereof. If the indemnitor fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnitee shall have the right to undertake the defense and settlement thereof at the Indemnitor's expense. If the Indemnitor is defending such action or claim, the Indemnitee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An Indemnitor may only settle an action or claim with the consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. If the Indemnitee does not consent to a settlement proposed by the Indemnitor that includes a full release of Indemnitee from all claims at issue, the Indemnitee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the Indemnitor, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims after the date of the proposed settlement.
 - iv. The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.
 - v. Neither party shall be liable to the other party for punitive or consequential damages.

vi. Any claim for indemnification under this Agreement must be brought by the Indemnatee within one year after notice or knowledge of the event forming the basis of the claim.

b) Insurance requirements: (1) The following insurance coverage is required of PMA and it is understood that PMA will require other coverage from every contractor and subcontractor in any tier according to the services being performed and shall ensure that the CLIENT is named as additional insured **by policy endorsement** in the same manner as required for insurance coverages required of PMA. PMA shall procure, present to the CLIENT, and maintain in effect for the Term or any Extension without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the CLIENT.

Errors and Omissions Insurance (claims made form) will be provided by PMA and other professionals involved in the services of this agreement with minimum limits of \$1,000,000, or as otherwise required by the CLIENT.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

a. General requirements. All policies shall include the following provisions:

Cancellation notice—The CLIENT shall be entitled to receive from PMA not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an electronic certificate of insurance delivered to the CLIENT and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the CLIENT prior to any work or other activity commencing under this agreement.

Additional insured—PMA and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the CLIENT, its elected officials, officers,

department heads, employees and agents on all general liability and commercial automobile policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the CLIENT, as its interest may appear. The undersigned shall submit to the CLIENT upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings or rating otherwise acceptable to the CLIENT. Such certificates shall designate the CLIENT in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

This Section of the Agreement shall survive the expiration or earlier termination of the Agreement.

17. AUDITS

The Client reserves the right to audit the following records of PMA pertaining to this Agreement: claims records, records regarding transfers of funds to pay claims and allocated loss expenses, and records regarding accountings of expenses associated with services provided under this Agreement. The Client can audit such records at any time during the term of this Agreement (or any Extension thereof) and the 24-month period immediately following the expiration or termination of this Agreement. If the Client exercises its right to audit, it will conduct any such audits at reasonable times and upon reasonable notice to the PMA and PMA will make the necessary records available to the Client in Bridgeport, CT.

18. NOTICES

All notices required or desired to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective two (2) days after mailing or upon receipt or refusal if by overnight carrier.

For Client: Benefits Director
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

With a copy to: City Attorney
Office of the City Attorney
999 Broad Street
Bridgeport, CT 6604

For PMA: President
PMA Management Corp. of New England, Inc.
101 Barnes Road
Suite 300
Wallingford, CT 06492

With a copy to: General Counsel
PMA Management Corp. of New England, Inc.
380 Sentry Parkway
Blue Bell, PA 19422

19. NON SOLICITATION OF OTHER'S EMPLOYEES

Each party to this Agreement agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of the other party during the Term of this Agreement or any Extension or for a period of one year following its expiration or earlier termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if either party breaches the terms of this section, the breaching party shall pay the other party an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

20. ASSIGNMENT

This Agreement shall be binding upon the parties and their respective successors and assigns.

21. COOPERATION

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess coverage policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

22. WARRANTIES and REPRESENTATIONS

- a) By affixing its authorized signature below, Client warrants that the Bridgeport City Council has approved this Agreement and that the signatory below has been duly-authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly-authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

23. MODIFICATION

PMA may seek to modify fees if: (i) Client's business changes materially in the nature or volume of claims from what was originally contemplated at the inception of the Agreement; or (ii) during the Term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to a modification of the terms and conditions of this Agreement, either party may submit the dispute to resolution by informal mediation before a mutually agreed upon independent person or organization with the parties sharing equally the cost of such mediation. If the dispute cannot be resolved by informal mediation, the dispute shall be resolved by a court of competent jurisdiction over the parties located in Fairfield County, CT. During the period of the dispute and until it is resolved, PMA will continue to provide services until the dispute is resolved or until the Term expires or is earlier terminated in accordance with this Agreement, after which PMA will return all Claim Files to CLIENT and submit a final billing to CLIENT.

24. MISCELLANEOUS

- a) **Governing Law; Dispute Resolution; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of laws. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties arising under the Agreement. In the event that a dispute cannot be resolved by the parties in accordance with this Agreement, such dispute shall be resolved by a court having competent jurisdiction over the parties located in Fairfield County, CT.
- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence applicable in the State of Connecticut.
- e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, severe weather-related disaster, earthquake, and/or governmental action. Client's obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall notify the other party of the circumstances under which it claims that a force majeure event prevents such party's compliance with all or any portion of this Agreement, and shall take all commercially reasonable steps in good faith and with diligence to resume performance as soon as possible without incurring unreasonably excessive costs.

- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision shall, unless material and going to the essence of the Agreement as a whole, not affect or impair the performance of the remaining provisions that will continue in full force and effect.
- g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together shall constitute but one and the same Agreement.
- h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

**PMA MANAGEMENT CORP.
OF NEW ENGLAND, INC.**

CITY OF BRIDGEPORT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Exhibit A
Special Handling Instructions:
Assignment of Cases to Outside Counsel, and,
Hearing Representative Agreement

The following instructions supercede all previous instructions:

A. NOTIFICATION TO CLIENT: If a case needs assignment to defense counsel, the adjuster will notify the designated representative for the City Benefits Office or the Board of Education (BOE) Payroll/Benefits Office, as the case pertains.

B. ALTERNATION OF CASES:

A New Case is a workers' compensation claim involving a claimant who has not previously filed such a claim. New Cases will be alternately assigned to either the Law Office of Christine Yeomans (Yeomans) or the Monstream Law Group (Monstream). Notwithstanding anything contained in the forgoing to the contrary, (a) a New Case involving a former claimant previously represented by Yeomans or Monstream, respectively, shall be assigned to the attorney that previously handled such claimant and (b) all heart and hypertension cases shall be assigned to Monstream.

C. HEARING REPRESENTATIVE

In hearings before the Commission in which the City/BOE would typically be represented by a Hearing Representative employed by PMA, PMA has an agreement with Monstream, in which Monstream will serve as PMA's Hearing Representative for the City of Bridgeport and Bridgeport BOE accounts only. There will be no charge to the City/BOE for using the services of Monstream in their capacity as PMA's hearing representative.

Thereafter, if the case warrants a legal referral because the issue is not being resolved after a couple of informal hearings, then the adjuster will complete a legal referral and refer the matter as a New Case in accordance with the methodology for assignment of New Cases described in paragraph B. above



CITY OF BRIDGEPORT, CONNECTICUT
BRIDGEPORT FIRE DEPARTMENT

30 CONGRESS STREET, BRIDGEPORT, CT 06604 • Telephone (203) 337-2070 • Fax (203) 576-8274

RICHARD E. THODE
Fire Chief

COMM. 19-19 Ref'd to Contracts Committee on 01/06/2020.

December 19, 2019

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


Dear City Clerk and Members of the City Council,

Pursuant to and in accordance with *C.G.S. §7-430* and the collective bargain agreement between the City of Bridgeport and Fire Fighters Local 834, Manuel Firpi of the Bridgeport Fire Department, now having attained or soon to attain the age of sixty-five years or more, is requesting approval of the Bridgeport City Council to remain in the employ of the Bridgeport Fire Department for another year.

We respectfully ask that this request be referred to the Contracts Committee, wherein the individual, as well as representatives of the Department and City, will be present for questioning, and appropriate information on the physical fitness of this individual to continue in his/her position will be furnished to the Council for consideration.

Should you have any questions, please do not hesitate to contact my office at 203-337-2070.

Sincerely,


Richard E. Thode
Fire Chief

19 DEC 23 AM 10:46
CITY CLERK'S OFFICE

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS
Dina A. Scalo
Eroll V. Skyers
Tamara J. Titre

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



COMM. #21-19 ACCEPTED AND MADE PART OF THE RECORD
ON 1/6/2020

December 18, 2019

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

Re: **SETTLEMENT OF CLAIM**
Freddie Manning v. Stephen Lukac and the City of Bridgeport

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$18,500 payable to Freddie Manning and Perkins and Associates, Trustee. The action arises out of a motor vehicle incident which occurred on October 11, 2016 when the Plaintiff was hit by a street sweeper owned by the City of Bridgeport and operated by the Defendant, Stephen Lukac.

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

Cc: Lawrence Ouellette, Esq.
Mark T. Anastasia, Esq.

RECEIVED
CITY OF BRIDGEPORT
19 DEC 27 PM 10:16



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

COMM. #22-19 Ref'd ECD&E Committee
on 01/06/2020

TO: Honorable City Council
FROM: Lynn M. Haig, AICP *llh*
DATE: December 27, 2019
RE: Gift of Educational Signage - "Three-Foot"

19 DEC 29 11:03 AM
CITY CLERK'S OFFICE

The Planning Department seeks approval from the City Council, through the Economic and Community Development and Environment Committee, to accept an initial gift of twenty (20) "three-foot" signs from the Sound Cyclists Bicycle Club, with additional future signs as the need arises. The signs direct automobile drivers to maintain a distance of not less than three feet when the driver of a vehicle overtakes and passes a person riding a bicycle or an electric bicycle, as per Connecticut State Law (Section 14-232).

The signs meet a unique need for Bridgeport bicyclists, who are put in danger when motorists perform close-call overtakings on the city's narrow roads. The City's recently adopted *Plan Bridgeport* calls for improved usage of alternative modes of transportation, along with adopting a Complete Streets approach to transportation planning and improvements. Improving safety through education is an important component to achieving those goals.

The Board of Police Commissioners approved the installation of these 20 signs on October 15, 2019. Attached for your reference is a copy of the "Three-Foot" Sign.

**A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL
Accepting Three-Foot Signs from Sound Cyclists Bicycle Club**

WHEREAS, *Plan Bridgeport* has several strategies which identify improved usage of alternative modes of transportation, increasing bicycle infrastructure, and improving safety; and

WHEREAS, the Office of Planning and Economic Development (OPED) , in collaboration with the Engineering Department, is working to expand the Pequonnock River Trail from Beardsley Park to Seaside Park; and

WHEREAS, OPED and Engineering have assessed city streets for the feasibility of additional bicycle infrastructure; and

WHEREAS, OPED, Engineering and the Parks Department are developing a Bridgeport Complete Streets Guide which will establish clear standards for the design of the public right-of-way in its entirety; and

WHEREAS, the Sound Cyclists Bicycle Club (Sound Cyclists) has hosted bike rides through Bridgeport; and

WHEREAS, the Sound Cyclists have produced educational signage to comport with Connecticut General Statute Sect. 14-232, which states that motor vehicle operators are required to provide no less than three (3) feet of space between the vehicle and a bicyclist; and

WHEREAS, the Sound Cyclists have offered to the City of Bridgeport, at no cost, the same signs they have offered to other Fairfield County communities, and which 337 have been erected; and

WHEREAS, the signs would be a gift to the City, with installation being the City's responsibility; and

WHEREAS, OPED has identified twenty (20) locations for these signs along those areas with existing or soon-to-be-constructed bicycle trails, and will identify additional locations for these educational signs as further bicycle infrastructure is introduced; and

WHEREAS, the Bridgeport Board of Police Commissioners approved the installation of these twenty (20) signs at its October 15, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport City Council approve acceptance, by the Mayor or his designee, the Director of the Office of Planning Economic Development, of the initial gift of twenty (20) signs from Sound Cyclists Bicycle Club at the value of approximately five hundred and ten dollars (\$510.00), and additional signs as the need arises.

Sound Cyclists' "Three-Foot Sign"

**3 FEET
PLEASE**



IT'S THE LAW

Sponsored by Sound Cyclists Bicycle Club

- 12" x 18" x .080 aluminum
- Radius corners
- Single sided signs
- Primrose yellow background, black print
- Holes drilled top & bottom
- To be mounted on existing sign posts, below signs

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Mark T. Anastasi
Richard G. Kascah, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Michael C. Jankovsky
Eroll V. Skyers
Tamara J. Titre

OF COUNSEL
Russell D. Liskov
Ronald J. Pacacha

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

COMM. #23-19 ACCEPTED AND MADE PART OF THE RECORD
ON 01/06/2020

December 26, 2019

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

Re: *Settlement of Case:*
Victor Vizcarrondo v. Juan Esquilin, et al

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced civil litigation in the amount of \$20,000.00 payable to Christopher DeMarco, Trustee for Victor Vizcarrondo. The action stems from an incident on December 7, 2016.

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Thank you.

Very truly yours,

R. Christopher Meyer
City Attorney

19 DEC 26 PM 4:35
CITY OF BRIDGEPORT

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
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Tyisha S. Toms
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Dina A. Scalò
Eroll V. Skyers
Tamara J. Titre

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

Comm. #24-19 Ref'd to Miscellaneous Matters Committee
on 01/06/2020

December 16, 2019

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

**Re: Proposed Settlement of Pending Litigation in the Matter of
Thelma Burnett-Snipes v. Marisol Aliaga, et al. – Docket #FBT-CV-18-6075590**

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> |
|-----------------------|------------------------|--|----------------------|
| Thelma Burnett-Snipes | Personal Injury | George D'Amico, Esq. Miller Rosnick D'Amico August & Butler, P.C. 1087 Broad Street Bridgeport, CT 06604 | OVER \$20,000.00 |

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

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
John P. Bohannon, Jr., Esq.
Mark T. Anastasi, Esq.
Kathleen Ranger, Legal Secretary

RECEIVED
CITY CLERK'S OFFICE
19 DEC 31 PM 12: 02



OFFICE OF THE CITY CLERK RESOLUTION FORM

CITY CLERK OFFICE
19 DEC 30 PM 2:40

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 20-19
Submitted by Councilmember(s): Maria I. Valle Amy-Marie Vizzo-Paniccia
Co-Sponsors(s):
District: 137TH 134TH
Subject: Proposed Resolution for Ordinance and Moratorium On Honorary Street Naming
Referred to: Ordinance Committee
City Council Date: January 6, 2020

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, Bridgeport's streets are public property maintained with taxpayer funds, essential locational tools to protect the public health, safety and welfare, critical navigational aids for a safe, predictable, manageable, and orderly environment; and

WHEREAS, in Bridgeport the practice of naming streets to honor individuals that have distinguished themselves by significant contributions to the city, state, nation, has been around for years but the City has never established or set guidelines for honorary street naming; and

WHEREAS, a list developed by City Engineering in November 2019 shows dozens of streets in Bridgeport carry a secondary name honoring a person; and

WHEREAS, the final City Council Meeting for the 2017-2019 legislative term added one more with the beginning of the new 2019-2020 legislative term having another one proposed; and

WHEREAS, the ceremonial street sign toppers used in Bridgeport are of the same design and color as official street name signs with several locations having multiple ceremonial street names; and

WHEREAS, the City Council last debated a resolution calling for guidelines for honorary street naming in 2015 but it failed as Council members acknowledged it can be awkward to turn requests down; and

WHEREAS, research of major cities in Connecticut and nationwide shows that New Haven, Hartford, Stamford, Norwalk, New York, Chicago, New Orleans, Boston and San Diego have city ordinances governing the honorary naming of public streets; and

WHEREAS, examination of those ordinances shows common criteria for honorary street naming:

- Honorary street name designations are limited to individuals who have made a demonstrable and significant positive impact on the community or contributed to the cultural, economic, educational, intellectual, political, or scientific vitality of the community or have made an extraordinary contribution in the service of humanity;



OFFICE OF THE CITY CLERK RESOLUTION FORM

- A petition process where % of the number of owners or residents of real property adjoining the street or portion of street proposed for honorary naming sign a petition in favor of the honorary street naming;
- The location for the honorary street designation has a geographical relationship to the honoree i.e. honoree lived or worked at the location requested for recognition;
- Honorary street name designation be for a set period of time, generally five to ten years at which time the honorary signage is taken down and given to the parties who requested it;
- Honorary designations be limited in their length to generally one or two city blocks;
- Signs be fabricated in a manner that clearly designates them as being honorary through color and/or shape;
- There be only one honorary designation per location, a street or portion of the street that already has an honorary street name is not permitted to have multiple honorary street names;
- A fee for the manufacture and installation for honorary signage;
- Council members are limited in the number of honorary street names they may nominate in a year or during their term of office with the number generally being not more than two; and

WHEREAS, it is clearly time for Bridgeport to establish well-defined criteria and procedures for conferring honorary street titles and design standards for honorary street signage; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the Office of the City Attorney work with the City Council's Committee on Ordinances to develop a city ordinance for the Honorary Naming of Public Streets that has well-defined criteria and procedures for conferring honorary street titles and design standards for honorary street signage; and

BE IT FURTHER RESOLVED, that until the City has enacted an ordinance for the Honorary Naming of Public Streets that has well-defined criteria and procedures for conferring honorary street titles and design standards for honorary street signage that there be a moratorium on any further honorary street naming by the City Council.

-Attachments-



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

SECTION V AMENDMENTS/EXHIBITS

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |

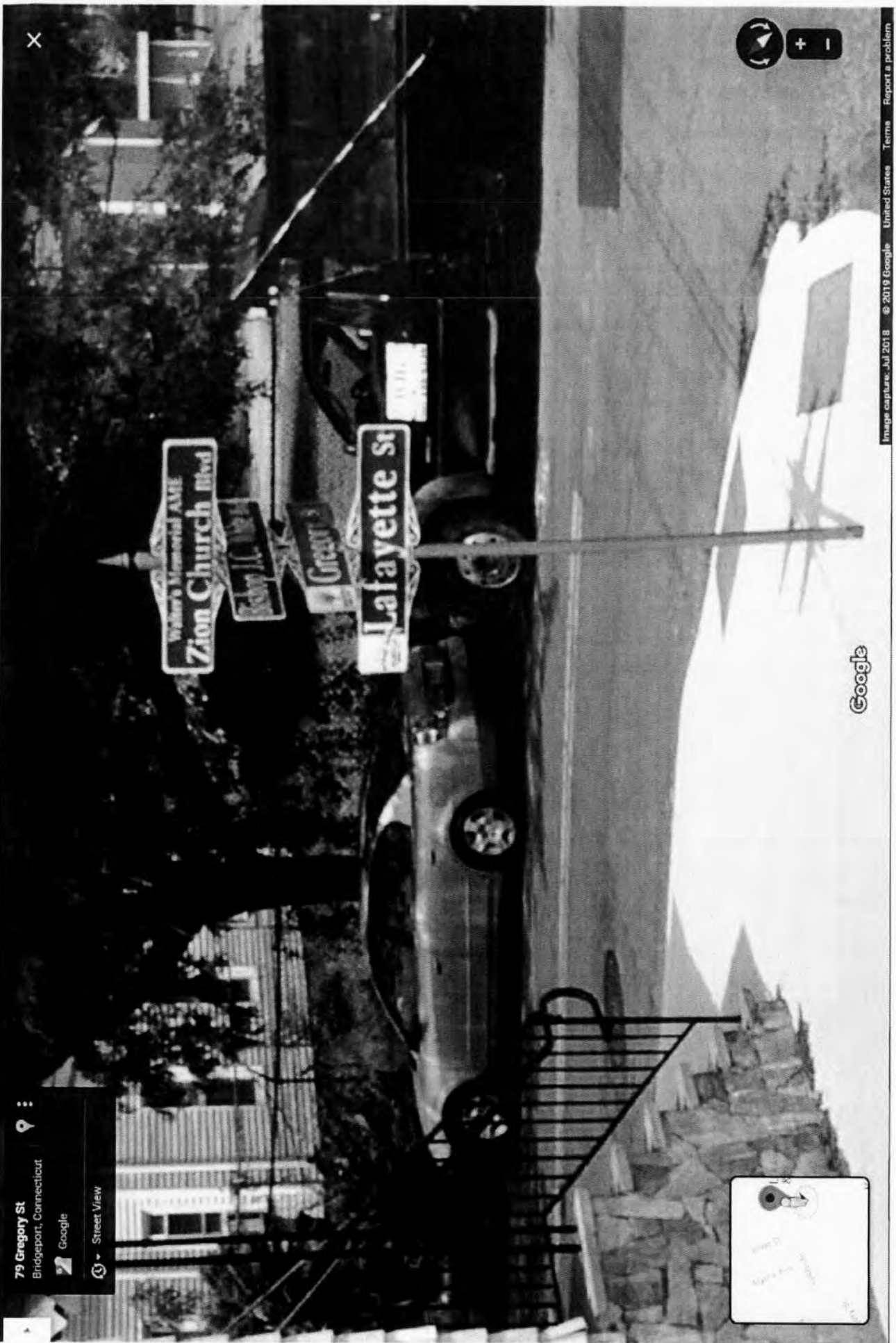
SECTION VII WITHDRAWN/SINE DIE INFORMATION

| | | |
|-----------------|--|-------|
| Choose an item. | <input type="checkbox"/> Yes <input type="checkbox"/> No | Date: |
|-----------------|--|-------|

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)



535 Wilmot Ave
Bridgeport, Connecticut

Google

Street View



Google

| Official Street Name | Honorary Street Names |
|---|---|
| Stratford Avenue | Dr. Martin Luther King Blvd. |
| Newfield Avenue | Malcolm X Blvd. |
| Orange Street | SPC Tyanna Avery-Felder Blvd. |
| Union Avenue | James A. Hodge Jr. Blvd. |
| Broad Street | Rufus Baker Memorial Blvd. |
| Congress Street | Rev. Reuben E. Williams Way |
| Ocean Terrace | Jetty's Way |
| Ezra St.@ Hawley Avenue | Sid Green Way |
| Railroad Avenue (westbound) | William and Grace Kenney Blvd. |
| Kossuth Street at Pulaski Street | St. John Paul II Street |
| Grovers Avenue (from 80 Grovers Ave. to 923 Gilman St.) | Eames Boulevard |
| Frank Street | Paul Mendes Way |
| Intersection of Ferry Access Road & Main Street | Lou Rinaldo Way |
| Central Ave. between Barnum Ave. and Stratford Ave. | Bishop Moales Way |
| Intersection of Ocean Terrace and Osborne St. | Lt. Steven Velasquez & Michael Baik |
| Logan St. | Bishop Zebedee Stewart Boulevard |
| Wilmot Ave. | Bishop Jonathan Powell Avenue |
| Intersection of Beechwood Ave. & Iranistan Ave. | Bishop T. Waller Plummer |
| Gregory Street | Bishop J.C White Boulevard |
| Gregory Street | Walter's Memorial AME Zion Church Boulevard |
| Trumbull Ave. from Chopsey Hill Rd. to Reservoir Ave. | W.L Phillips Boulevard |

RECEIVED
 CITY CLERK'S OFFICE
 19 NOV - 5 AM '07

Whiting Street
Calhoun Street between Lexington Ave. & Pequonnock St.
Parallel Street
Bunnell Street
James St. between Harral and Wasington Ave.
Bishop Avenue
Lexington Ave at Lafayette Park
Lafayette St. between South Frontage & Railroad Ave.
Platt Street
Corner of Clinton and North Ave.
John St. from Courtland St. to West Ave.

Lewis Latimer Way
Val Esteves Way
Dee Cortello Place
Sincere Pettway Lane
Officer Gerald T. DiJoseph Way
Jimmie W. Jones Way
Jose A. Salgado Way
Winifred Timberlake Way
Reverend William Barber Sr. Way
Bishop Ivory Holden's Way
Linda T. Cervero

I:Engineering/Streets/OfficialHonorary Street names

HARTFORD CT

Sec. 2-197. - Naming of public land.

- (a) *Established.* There shall be a dedication committee composed of the following five (5) members: The mayor, the council president, the chairperson of the planning, economic development and housing committee, or its successor, the minority leader and the chief operating officer. This committee shall make recommendations to the city council with respect to the naming of any piece or parcel of public land and any public building or street, and designation of any day of observance. Any member may convene a committee meeting to consider any recommendation.
- (b) *Approval by council.* The council, after receiving a recommendation from the dedication committee, may, by resolution, name any piece or parcel of public land, or any public building or street after any person, entity or other concept and may, by ordinance, make a designation of an annual day of observance. Such resolution or ordinance may only be considered by the council after a public hearing thereon and shall be considered authorized and approved after the affirmative vote of the majority of the council.

(Ord. No. 12-96, 6-24-96; Ord. No. 05-15, 3-23-15)

NOLA

ARTICLE XII. - STREET NAMES

DIVISION 1. - STREET RENAMING

[Sec. 146-759.5. - Street renaming request.]

A request for a street renaming on the official map of the city shall be submitted to city planning commission pursuant to their rules, policies and procedures.

(M.C.S., Ord. No. 27734, § 1, 4-19-18)

DIVISION 2. - HONORARY STREET DEDICATION

Sec. 146-760. - Purpose.

It is hereby found and determined that the creation of an honorary street naming dedication program enables the city to commemorate individuals who have made significant contributions to the community and humanity. This memorial celebrates these citizens without imposing substantial burdens associated with modification to the official street map of the city. These honorary street names are meant to commemorate the honoree and do not replace the official street name or require re-addressing of the street.

An honorary street dedication may also be applied to walkways, trails, or bicycle paths in addition to streets.

(M.C.S., Ord. No. 27734, § 1, 4-19-18)

Sec. 146-761. - Approval criteria.

The city council shall evaluate and approve all honorary street naming dedications pursuant to the following criteria.

- (a) The potential honoree must:
 - (1) Have made a demonstrable and significant positive impact on the community or contributed to the cultural, economic, educational, intellectual, political, or scientific vitality of the community or have made an extraordinary contribution in the service of humanity;
 - (2) Must be a natural person. No juridical entities shall be considered;
- (b) The city council shall consider the honorary street naming dedication at a council meeting. A decision to adopt an honorary street name based on the criteria in this section shall be effectuated through adoption of an ordinance.

(M.C.S., Ord. No. 27734, § 1, 4-19-18)

Sec. 146-762. - Honorary street dedication signage.

- (a) In order to provide for consistency in naming of streets and to promote safety of the community, all honorary street dedication signs must conform to the following criteria:
 - (1) Honorary street dedication signs must be mounted in a way that distinguishes them and does not distract from the primary street sign. These honorary signs may therefore be mounted:

- a. Above or below the primary street sign;
 - b. In a way that is otherwise clearly distinguishable from the primary street sign.
- (2) Honorary street dedication signs shall have a distinct design, as determined by the city, and be in a contrasting color to distinguish them from primary street name signs, as approved by the city. This official design shall be used for all honorary street dedication signs. Honorary street dedication signs must include the word "Honorary."

(M.C.S., Ord. No. 27734, § 1, 4-19-18)

Sec. 146-763. - Restrictions.

- (a) Only a segment of a street between one and three contiguous blocks may be proposed for honorary street dedications, and in the case of walkways, trails, or bicycle paths, the designation shall apply to the entire length of the way.
- (b) Honorary street dedication signs are valid only for a period of ten years.
- (c) All streets that fall within the Vieux Carré shall be exempt from honorary street dedications.
- (d) Signs can be removed at any point as deemed necessary by city council motion.

(M.C.S., Ord. No. 27734, § 1, 4-19-18)

Sec. 146-764. - Costs.

- (a) Applicants are responsible for all costs associated with the fabrication, installation, and maintenance of honorary street dedication signs.
- (b) The department of public works will evaluate the cost of the signage, labor, and associated parts and equipment for honorary street dedication signs. This cost will be the full responsibility of the applicant.
- (c) In addition to the costs as determined by the department of public works, the applicant shall remit a \$450.00 application fee at the time of submission.

(M.C.S., Ord. No. 27734, § 1, 4-19-18)

Sec. 146-765. - Application and approval process.

- (a) An application for an honorary street dedication can be submitted to department of public works, or by council motion.
- (b) The application shall include the following information:
 - (1) Name and contact information of the person or group requesting the street name change;
 - (2) Location of proposed honorary street dedication, including total length of the street to be affected and bounding streets or other boundaries, subject to the limitations in section 146-763;
 - (3) Proposed honorary dedication name, which must comply with section 146-761;
 - (4) A biography of the person to be honored, or a description of the organization, object, or event to be honored, whichever is applicable;
 - (5) An explanation of the reason for the honorary dedication including the person's relevance to the location being proposed; and

- (6) An applicant shall remit a \$450.00 application fee in order to cover the costs associated with administrative review.
- (c) Upon submission of a completed application, the department of public works shall produce a statement of costs for the installation and maintenance of the sign(s) and an impact statement to ensure the proposed signage will not be confusing to the public. These documents along with the completed application shall be forwarded to the council's chief of staff within 45 days of receipt.
- (d) Upon the council's chief of staff's receipt of a completed application, the city council research staff shall conduct a review for compliance with the standards in this ordinance, and produce a statement of findings with a recommendation. This review shall be completed within 45 days.
- (e) Upon timely completion of the city council research staff's analysis, the application and any other documentation shall be submitted to the clerk of council for placement on the council agenda for council action.
- (f) The council shall have 60 days to make a determination on the application. Upon expiration of the 60 days, absent action by the council, the request is deemed denied.
- (g) If an ordinance to effectuate the proposed honorary street dedication is adopted, then the party requesting the dedication shall deposit funds for the cost of the signage with the department of public works prior to its placement on the street. Only upon receipt of funds in full will the signage be created and installed by the department of public works in accordance with section 146-762.

(M.C.S., Ord. No. 27734, § 1, 4-19-18)

STAMFORD CT

ARTICLE III. - COMMEMORATIVE NAMING OF STREETS

Sec. 21-4. - General rule.^[4]

The public policy for the city shall be that commemorative signs or vanity signs on city streets or segments thereof shall only be installed in recognition of individuals who have contributed significant accomplishments to the City of Stamford or a community within the city. Where possible, the location of any such commemorative signs shall be reasonably related to the individual and the accomplishments being recognized.

Footnotes:

--- (4) ---

Adopted 2-4-2013 by Ord. No. 1153.

Sec. 21-5. - Specific guidelines.^[5]

The following guidelines and standards are hereby adopted with reference to placing commemorative or vanity signs on city streets as an honor:

- (1) No commemorative or vanity sign shall be placed on a city street or segment thereof to recognize any person unless a petition has been submitted to the City in favor of the proposed naming, containing the signatures of at least two-thirds (2/3) of the record owners of the properties on such city street or segment thereof.
- (2) No commemorative or vanity sign shall be placed on a city street or segment thereof to recognize any person unless there has been a specific finding by the Board of Representatives that such person has contributed significant accomplishments to the City of Stamford or a community within the city.
- (3) No commemorative or vanity sign shall be placed on a city street or segment thereof to recognize any person unless that person shall have been a resident of the City of Stamford for at least ten (10) years.
- (4) No commemorative or vanity sign shall be placed on a city street in any manner which would tend to confuse the public or impede traffic.
- (5) No more than one (1) commemorative or vanity sign shall be placed on any city street.
- (6) Approval of any such commemorative or vanity sign shall be by three-quarters (¾) of the members of the Board of Representatives present and voting.
- (7) Approval of any commemorative or vanity sign shall expire twenty-five (25) years after approval by the Board of Representatives and may only be renewed for an additional twenty-five (25) year period upon approval by three-quarters (¾) of the members of the Board of Representatives present and voting.

Footnotes:

--- (5) ---

Adopted 2-4-2013 by Ord. No. 1153.

Sec. 21-6. - No effect on legal name.^[6]

In no way shall a commemorative or vanity sign affect the legal name of any street or the legal address of any property, which shall be used for the delivery of all city services.

Footnotes:

--- (6) ---

Adopted 2-4-2013 by Ord. No. 1153.

NEW HAVEN CT

Sec. 18-2. - Procedure for naming of corners established.

- (a) Pursuant to sections 45 and 49 of the Charter of the City of New Haven regarding aldermanic authority over city streets, and enactment of ordinances relative to streets, walks, squares, parks, and subject to the requirements of section 78-101 of this Code, the procedure for naming of city street corners as an honor is as follows:
- (1) Any signage or other permanent installation on street corners, squares or other public property intended as a commemorative, memorial or honor of any sort shall require approval of the board of aldermen.
 - (2) Submissions for such approval shall be made to the full board of aldermen by a current member or members of the board of aldermen.
 - (3) Each submission shall contain:
 - (i) Plan of the site of the proposed location indicating all structures and street features as well as the proposed signage drawn to scale for review by the city.
 - (ii) Proposed wording of the signage.
 - (iii) A petition of at least two hundred fifty (250) city resident signatures in favor of the proposed naming, of which at least two-thirds ($2/3$ (one hundred sixty-six ((166))) shall be residents of the neighborhood of the proposed sign location.
- (b) A fee for the manufacture and installation for such signage shall be paid prior to installation and following approval, according to the licenses and permits chapter of this Code.
- (c) Any corner or street naming approved by the board of aldermen prior to the effective date of this section shall remain in full force and effect.

(Ord. No. 1433, § 1, 11-20-06; Ord. No. 1642, 11-15-10)

CHICAGO

2-8-040 Honorary street-name designation.

(a) Individuals or groups that have distinguished themselves by significant contributions to the City, state, nation, or world may be honored through an honorary street-name designation (for purposes of this section, "Designation").

(b) A Designation shall be proposed through a stand-alone ordinance introduced into the City Council. The ordinance submission shall state the name of the individual or group intended to be honored and the series of blocks to receive the Designation. The ordinance submission shall be accompanied by a biography of, and the reason(s) for honoring, the individual or group and a map indicating the blocks for the Designation. Any Designation shall cover a maximum of two contiguous blocks and shall be applied to a single street.

(c) *Requirements and restrictions.*

(1) If a Designation ordinance is considered and rejected, no new Designation ordinance on behalf of the same individual or group may be proposed for a period of one year.

(2) When a section of street has received a Designation, no other proposals for that section of street shall be considered while it has that Designation.

(3) Each alderman may propose up to two Designation ordinances per calendar year.

(4) No living individual shall be the subject of a Designation.

(5) Proposals shall not be for names that could be considered derogatory, pejorative, obscene, or blasphemous.

(6) The proposed Designation may not duplicate an official street name.

(d) When the City Council passes a Designation ordinance, the street shall retain its official name and its legal status. The Department of Transportation shall issue two signs, each to be installed on an existing pole at either end of the section of street designated. The Department of Transportation's cost of installation and removal shall be paid from the proposing ward's annual menu program budget or the ward's aldermanic expense account upon passage of a Designation ordinance.

(e) A Designation shall expire five years after the date of ordinance passage unless renewed. Inclusive of signs currently posted as of the effective date of this section, once five years has expired the Department of Transportation shall remove the signs. An alderman wishing to renew a Designation shall propose an ordinance requesting the renewal. The renewal shall be for five years.

(Added Coun. J. 2-22-17, p. 43626, § 2; Amend Coun. J. 9-20-18, p. 84433, § 1)

STREET CO-NAMING: GENERAL GUIDELINES

Streets located within the boundaries of Manhattan's Community Board 12 (CB12M) will be considered for co-naming in honor of individuals or organizations subject to the following criteria established by the Board. The standards set forth in this document are only guidelines for the Board. No single guideline should be determinative.

- Street co-naming requests will be heard by CB12M's Traffic & Transportation Committee. If the Committee so recommends, the application will be brought before the full Board for approval.
- Requests for street co-naming will only be accepted twice yearly, at its October and April meetings. All requests must be accompanied by a street co-naming application and a petition of community support in order to be considered by the CB's traffic and transportation committee and must be submitted to the Community Board office at least 4 weeks prior to the scheduled committee meeting. Applicants who fail to submit the required articles to the Community Board office at least 4 weeks prior to the scheduled committee meeting may not have their application reviewed by the committee until the next scheduled meeting for handling such matters.
- Prospective honorees should have a minimum of 10 years community involvement and should have demonstrated an extraordinary and consistent voluntary commitment and dedication to the community, or who have contributed significantly to New York City or national life and have lived or otherwise are identified with this community in a substantial way. Individual prospective honorees must be deceased, for at least two years prior to consideration. Exceptions may be made however for individuals who die under infamous circumstances of crime, accident, disease, social circumstance, military service or the like, or if the death itself leads to a greater awareness within society of the cause of death and a concerted effort to address that problem. The Board may also in its discretion, grant a naming where the proponent sets forth a rationale which, although not falling precisely within these guidelines, demonstrates extraordinary and highly acclaimed accomplishment or involvement linked to CB12M to such an extent that it meets the spirit of these guidelines.
- An application to co-name a street for an individual already honored in a similar fashion will be discouraged by the Committee. Consideration of applications already approved by the City Council will not be entertained by the Committee or the Board.
- In general, the street or corner to be co-named will be the street or corner closest to the residence of the prospective honoree, or the place with which (s)he is most closely associated. In general, multiple co-namings of the same street or corner is discouraged.
- The Board may deny approval of an application if it feels, in its sole discretion. If an application is denied by the Committee or the Board, the original an application on behalf of the prospective honoree will not be considered for 5 years from the date of the denial.
- Each application will be considered on its own merit, without regard to precedence.

Street Co-Naming Request Instructions

Streets located within the boundaries of Manhattan's Community Board 12 (CB12M) will be considered for co-naming in honor of individuals subject to criteria established by the Board. (See attached.) Prospective honorees should have a minimum of 10 years community involvement for individuals and 30 years for organizations and should have demonstrated an extraordinary and consistent voluntary commitment and dedication to the community.

Prospective honorees must be deceased, and should have a minimum of 10 years community involvement and should have demonstrated an extraordinary and consistent voluntary commitment and dedication to the community, or who have contributed significantly to New York City or national life and have lived or otherwise are identified with this community in a substantial way. Exceptions may be made however for individuals who die under infamous circumstances of crime, accident, disease, social circumstance, military service or the like, or if the death itself leads to a greater awareness within society of the cause of death and a concerted effort to address that problem. The Board may also in its discretion, grant a naming where the proponent sets forth a rationale which, although not falling precisely within these guidelines, demonstrates extraordinary and highly acclaimed accomplishment or involvement linked to CB12M to such an extent that it meets the spirit of these guidelines.

The Board may deny approval of an application if it feels, in its sole discretion that such a co-naming despite meeting all of its customary guidelines would tend to bring disrepute upon the community for any reason or would not, in the opinion of the Board, be looked upon favorably by an overwhelming majority of the residents of the district. If an application is denied, no application on behalf of the prospective honoree will be considered for 5 years from the date of the denial.

Requests for street co-namings are considered by the Traffic & Transportation Committee during its October and April meetings. Applications must be submitted to the Community Board office with the required documentation no later than 4 weeks prior to the Committee meeting, which generally meets on the first Monday of the month.

Please submit the following:

1. Street Co-naming application, which must be completely filled out, including the proposed honorees name, address and a succinct yet detailed outline indicating why the honoree should be bestowed the honor of having a street co-named after them.
2. A brief biographical description such as the date and location of birth, when the individual became part of the community, the connection between the proposed street to be co-named and the prospective honored, and why (s)he should be memorialized with a street co-naming.
3. The total number of residences and businesses on the affected block (or blocks, for a corner co-naming), e.g.: xx apartment buildings with yy units and zz ground-floor businesses.
4. A petition demonstrating community support for the co-naming proposal which must include the name and location of the proposed co-naming and a brief summary of the reason for same; must be signed by a minimum of 150 people, a majority of whom reside or have businesses within a two-block radius of the proposed co-naming; and must include the printed name and address of each person signing.

STREET CO-NAMING REQUEST APPLICATION

Prospective honorees should have a minimum of 10 years community involvement and should have demonstrated an extraordinary and consistent voluntary commitment and dedication to the community, or who have contributed significantly to New York City or national life and have lived or otherwise are identified with this community in a substantial way. Individual prospective honorees must be deceased, for at least two years prior to consideration. Exceptions may be made however for individuals who die under infamous circumstances of crime, accident, disease, social circumstance, military service or the like, or if the death itself leads to a greater awareness within society of the cause of death and a concerted effort to address that problem.

1. Applicant's Name: _____
2. Applicant's Telephone Number and e-mail: _____

3. Applicant's Address: _____
4. Applicant's connection to proposed honoree: _____

5. Proposed Honoree's Name: _____
6. Proposed Location for Co-naming (be specific as to which corner of the intersection): _____

7. Does the proposed location already have a co-name? ____ Yes ____ No
If yes indicate the current name: _____
8. Has any other public area been named after the proposed honoree? ____ Yes ____ No
If yes indicate the location: _____
9. Attach any relevant documentation, and with a petition of support from the residents and/or businesses within a two-block radius of the proposed street or corner to be co-named, including:
 - a. The proposed honoree's name, address and a succinct yet detailed outline indicating why the prospective honoree(s) should be honored with a street co-naming.
 - b. Verifiable historical documentation of the prospective honoree's contribution(s) and/or connection(s) to the community.
 - c. The total number of residences and businesses on the affected block, e.g., xx apartment buildings with yy units and zz ground-floor businesses.
 - d. The petition must contain a minimum of 150 signatures, a majority of which come from residents and/or business people within a two-block radius of the affected block. Each signature should include the printed name and address of the person signing.

NORWALK CT

Article II Honorary and Historic Naming of Streets

[Adopted 10-28-2014]

§ 95-37 Purpose.

The purpose of this article is to establish guidelines and formalize procedures when considering the honorary or historic naming or renaming of a City-owned or controlled street or roadway, administered under the responsibility charged to the Public Works Committee of the Common Council.

§ 95-38 Policy and considerations.

If a City street or roadway is to be named in honor of an individual, it is generally required that such individual has made a significant contribution to the community through public service and deeds, and is respected for his or her accomplishments and good conduct. Consideration shall be given to individuals who have made recent accomplishments and contributions as well as individuals with historic ties to the City. An individual shall be deceased at least one year prior to the naming unless the Common Council determines by a two-thirds-majority plus one (11 votes) that a living individual deserves the honor. Groups should not be in a position to influence the process by funding of past or future operations of the street or roadway, and it is ultimately important for the City to avoid any perception of improper manipulation, special favor, vested interest, or endorsement of businesses, products or services.

§ 95-39 Procedure.

Naming of City streets or roadways shall proceed as follows:

A.

The proposed naming of a City street or roadway shall be placed on a Public Works regular meeting agenda for discussion and review. In the event that the street or roadway to be named is located within a City park, the proposed naming shall be placed on the Recreation, Parks and Cultural Affairs agenda for discussion and review.

B.

A public hearing is required prior to forwarding the naming request to the full Common Council for approval. The hearing shall be held at a regular meeting of the Public Works Committee, and the scheduling of said hearing shall have been approved at a previous regular meeting by a majority vote of the Committee.

C.

A two-thirds-majority (10 votes) of the Common Council is required for the approval of all honorary or historic street names, except in the case where a living individual is the honoree in which case a two-thirds-majority plus one (11 votes) is required.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

CURRENT

SUBJECT: HONORARY STREET NAMES
POLICY NO.: 200-10
EFFECTIVE DATE: February 17, 2017

BACKGROUND:

San Diego Municipal Code section 125.1130 allows the City Council to recognize the significant contributions by or importance of certain individuals and organizations to the City of San Diego by naming sections of public streets in their honor. The honorary street titles do not change or affect the official names of those public streets.

PURPOSE:

The purpose of this policy is to establish the criteria and procedure for conferring honorary street titles and the design standards for the signage.

POLICY:

1. Eligibility Criteria. Recognition with an honorary street title shall be reserved for those individuals and organizations that have performed an exemplary act or achievement of lasting interest to their community, which reflects positively on the City of San Diego as a whole, and:
 - a. (if an individual) is a resident or a native of the City or is of particular importance to the City; or
 - b. (if an organization) has been in operation for a minimum of 25 consecutive years and has its base of operations in the City or is of particular importance to the City.
2. Procedure. Honorary street titles shall be conferred by Council resolution. No more than two honorary street titles may be conferred for each councilmember per term in office. Individuals and organizations eligible for recognition shall be sponsored by a councilmember, who shall demonstrate that the proposed honoree has sufficient community support. Evidence of such support includes an affirmative vote of the relevant Community Council, Community Planning Group, or Recreation Council, or written support from community leaders.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

CURRENT

3. **Location, Records.** The sponsoring councilmember will work with the Mayor or designee in locating an appropriate section of City street for the honorary street title. The street section shall be within the councilmember's district, not exceed one block and not overlap a street section with another honorary street title. Records of the honorary street titles are to be maintained by the Mayor or designee.
4. **Funding.** Funding for the installation of honorary street title signs shall be the responsibility of the sponsoring councilmember. The councilmember shall identify, obtain, and make such funds available to the Mayor or designee.
5. **Signage Design.** The appropriate City department will undertake installation of honorary street title signage in accordance with the design standards set forth in Attachment A and the City of Diego Street Design Manual.

Attachment A – Design Standards for Honorary Street Title Signs

HISTORY:

“Honorary Street Naming Program”

Approved by Infrastructure Committee – 01/27/2016

Adopted by Resolution R-310893 – 02/17/2017

DALLAS DEVELOPMENT CODE AMENDMENT**FILE NO. DCA 178-004**

Ceremonial Street Naming**Planner: Vasavi Pilla****Request:**

Consideration of amending the Dallas Development Code to create regulations to allow ceremonial street naming.

Background:

Occasionally, City Council Members or community leaders request to rename a street in honor and recognition of the services/contributions of a leader. Currently, this can be done only through the street naming and name change process defined in Division 51A-9.300 of code. Examples of such street name changes are the 200 to 2700 blocks of South Central Expressway changed to Cesar Chavez Street; Education Way changed to Ebby Halliday Road, etc. The street name change is a lengthy process, requiring review from fourteen departments, and impacting both addressing and emergency services.

Cities like Baltimore, Boston, Columbus, Chicago, Greenville, Houston, New York, New Orleans, and San Diego have policies allowing a person to be honored by placing street toppers on existing streets instead of renaming the street. These street toppers are placed on existing streets signs to recognize the services of community leaders.

The intent of the code amended is to provide a simple process which will not impact addressing and emergency services. Ceremonial Street naming would be a process to honor a leader by adding ceremonial plaques as toppers on street signs to designated streets, and will not change the existing name of the street. A Ceremonial Street naming topper will be unique in design and style, different from existing street name signage.

Research/Staff Analysis:

Many cities have policies to honor an individual/groups for their services to local/national life via street naming. These policies are similar to the current City of Dallas Historic Street name change process. This process impacts addressing, and emergency services. Our focus was on a process that honors a leader for their community service and will not impact the impact addressing, and emergency services.

Surrounding cities: Allen, Arlington, Cedar Hill, Duncanville, Fort Worth, Garland, Grand Prairie, Irving, Mesquite, McKinney, Plano and Richardson; and Index cities: San Antonio, Austin, Philadelphia, Phoenix, San Jose, and El Paso, do not have policies for the Ceremonial Street naming that will not impact the addressing and emergency services. Research on these cities is included on page 3.

Baltimore, Boston, Columbus, Chicago, Greenville, TX, Houston, New York, New Orleans, and San Diego have policies that honor an individual that has contributed to the local and national life. Their policies outline the petition requirements and are approved by the City Council or by the designated community board. The designs (color, dimension, shape etc.,) of the ceremonial street names are supplemental signs to commemorate a person or organization. A comparative showing the proposed criteria for City of Dallas compared with other cities and pictures of these are included in pages 4-6.

Staff Proposal:

Ceremonial Street Naming commemorates individuals who have made significant contributions to the community, but without causing any disruption of the existing street names.

Staff has proposed the following criteria for the Ceremonial Street names based on the research from other cities and in the Dallas Development Code Division 51A-9.300, Standards for Street Name and Street Name Changes:

Ceremonial Street Naming criteria:

1. Prospective honorees should have a minimum of 10 years community involvement and have demonstrated an extraordinary and consistent voluntary commitment and dedication to the community, or who have contributed significantly to City of Dallas
 2. Prospective honorees must be deceased for at least two years prior to the consideration
 3. Individuals who have already been honored are discouraged from being honored on another street
- Note: City Council, by a three-fourths vote of its members, may waive the above requirements.

General Provisions:

1. No more than two Ceremonial street toppers are allowed on a single street sign
2. A street or portion of the street that has Ceremonial Street naming street toppers is not permitted to have multiple ceremonial street names
3. Ceremonial Street naming cannot contain a product or for commercial purpose
4. Ceremonial Street naming toppers can be installed only at locations with existing street signs
5. Street topper design will limit the number of characters allowed on the Ceremonial Street naming topper based on the topper design designated by the Department.

Ceremonial Street Naming Application:

1. A Ceremonial Street naming application may be initiated by:
 - an owner of property abutting the street in a block by petition: a petition indicating that at least 51 percent of the owners of all lots abutting the street favor the Ceremonial Street naming
 - by a council member with concurrence by two other council members
2. An application for a Ceremonial Street naming must be filed with the department on an application form furnished by the department. The application must include:
 - a. The application fee
 - b. A statement of contributions made by prospective honoree, supporting documents showing the significant contributions made by the prospective honoree and meeting the Ceremonial Street naming criteria
 - c. A map showing the boundary of the street proposed for Ceremonial Street naming
3. Ceremonial Street naming can be changed/removed by an application process and following the same steps as Ceremonial Street naming.

Ceremonial Street Naming Approval Process:

1. Notice of the public hearing before the City Council must be must be advertised 15 days prior to the hearing and a notice of the public hearing to the abutting property owners shall be mailed no fewer than 15 days prior to the date of the public hearing.

2. City Council may approve or deny the application based on the testimony presented at the public hearing and meeting the Ceremonial Street naming criteria standards.
3. The favorable vote of three-fourths of all members of the city council is required if:
 - A written protest against the Ceremonial Street naming has been signed by the owners of 20 percent of all lots abutting the street
4. City Council, by a three-fourths vote of its members, may waive the criteria.

Ceremonial Street Naming Implementation and maintenance:

After City Council's approval, the Department is responsible for the installation and implementation of the Ceremonial Street naming sign toppers. They will provide the dimension, design, and colors schemes that uniquely identify the Ceremonial Street naming sign toppers. An additional fee will be charged to cover the Ceremonial Street name sign toppers for fabrication, mounting brackets and installation. However, the Department is not responsible for replacing the Ceremonial Street name topper due to vandalism, theft, normal wear and tear. Department may remove any Ceremonial Street naming sign topper that have become unsightly without replacing them.

Other Cities Research:

Ceremonial Street Naming in surrounding cities:

| | Allen | Arlington | Cedar Hill | Duncanville | Fort Worth | Garland | Grand Prairie | Irving | Mesquite | McKinney | Plano | Richardson |
|--|-------|-----------|------------|-------------|------------|---------|---------------|--------|----------|----------|-------|------------|
| Honorary or Ceremonial Streets are allowed | N | N | N | N | N | N | N | N | N | N | N | N |
| If Allowed: | | | | | | | | | | | | |
| Ceremonial street name process is different from the regular street name/street name change process? | | | | | | | | | | | | |
| Application process | | | | | | | | | | | | |
| Application Fee | | | | | | | | | | | | |
| Design requirements | | | | | | | | | | | | |

Ceremonial Street Naming in index cities:

| | Aladdin | Baltimore | Boston | Chicago * | Columbus | El Paso | Fort Worth | Greenville, TX | Houston | New York * | New Orleans * | Philadelphia | Phoenix | San Diego | San Jose | San Antonio |
|--|---------|-----------|--------|-----------|----------|---------|------------|----------------|---------|------------|---------------|--------------|---------|-----------|----------|-------------|
| Honorary or Ceremonial Streets are allowed | N | Y | Y | Y | N | N | Y | Y | Y | Y | N | N | Y | N | N | |
| If Allowed: | | | | | | | | | | | | | | | | |
| Ceremonial street name process is different from the regular street name/street name change process? | | Y | Y | Y | | | Y | Y | Y | Y | | | Y | | | |
| Application process | | Y | Y | Y | | | Y | Y | Y | Y | | | Y | | | |
| Application Fee | | Y | Y | Y | | | Y | Y | Y | Y | | | Y | | | |
| Design requirements | | Y | Y | Y | | | Y | Y | Y | Y | | | Y | | | |

* not an Index City

Other cities Ceremonial Street Name Criteria:

| | City of Dallas Proposed Regulations | Baltimore | Boston | Columbus | Chicago * |
|---|--|--|--|---|---|
| Honorees community service and honorees living or deceased | Individuals who have made significant contributions (10 years) to Dallas Prospective honorees living or deceased | to honor individuals or groups who have contributed to or made a difference in their community | Individual who have made great impact on the surrounding community Honor any person living or deceased | Unknown | individuals that made significant contributions to improving quality of life in the City and deceased |
| Application by | City Council or 51% approval of all abutting property owners | application and a letters of support from the Council Representative and the Community/Neighborhood Association | for public streets approval by 51% of all abutting property owners; private streets 100% all owners, | Application submitted to the Traffic Management Administrator | Submit the application to Commissioner of Transportation through the Office of Maps and Plats |
| Approval by | approval by City Council | Department of Transportation (DOT), ROW Special Events Section, Mayor's Office of Neighborhoods, Police Department and Fire Department | approved by resolution of the City Council | Sign Engineer | approval by City Council |
| Multiple naming on the same street is allowed | Not allowed | Unknown | Unknown | Unknown | Unknown |
| Limitation on number of blocks/section of the streets to be honored | No restrictions | only one sign and for a temporary period of one year | one intersection and demarcated with a single honorific sign and plaque | only one sign and for a temporary period of one year | Unknown |
| Cost and Design Standards | Yes | Y | Yes | Yes | Yes |

* not an Index City

| | Green-Ville * | Hoboken | New York * | New Orleans* | San Diego |
|---|--|--|---|---|---|
| Honorees community service and honorees living or deceased | 10 years of local community service names of living person shall not be used | Contributions to the community Deceased | Local and National commitment: 10 Community Service for individuals; 30 years for organization Prospective honorees must be deceased | a person who has made a demonstrable and significant positive impact on the city, state or country | individual and organizations that made significant contributions to improving quality of life in the City. |
| Application by | City Council or 75% approval of all abutting property | submit an application to the Transportation Department | Application to the Manhattan's Community Board and approval by the City Council. A petition signed by a minimum of 150 people, who live in 2 block radius of the proposed co-naming | A letter with the meeting the minimum criteria of the honorary street dedication is sent to the Council Member or Council Members | City Council or 100% of all abutting property owners, for less than 100% as decision made by the City Council |
| Approval by | approval by City Council | approval by the City Council | City Council | approval by City Council | City Council may honor sections of streets |
| Multiple naming on the same street is allowed | Unknown | Unknown | Discouraged | Unknown | Unknown |
| Limitation on number of blocks/section of the streets to be honored | unknown | only for local streets and limited to one block | No restrictions | unknown | not to exceed one block in length |
| Cost and Design Standards | Yes | Yes | Yes | Yes | Yes |

* not an Index City

Ceremonial Street naming signs:

New York City Co-street name



The street signs on the southwest corner of 84th Street and Central Park West are seen following a ceremony to permanently co-name the street with the late humanitarian and Nobel Peace Prize-winning name of Elie Wiesel, June 13, 2017 in New York. (AFP/ Kena Betancur)

<https://www.timesofisrael.com/new-york-names-street-corner-after-elie-wiesel/>

Chicago City Honorary Street Name:



A ceremonial street sign honoring Saul Bellow is posted at Augusta Boulevard and Rockwell Street, as well as at Augusta and Westtown, in Chicago's Humboldt Park neighborhood. (Nancy Stone / Chicago Tribune)

<http://www.chicagotribune.com/news/opinion/editorials/ct-chicago-honorary-street-signs-beal2-hefner-hampton-edj11216-im-20161215-story.html>

San Diego City Honorary Street Name:



<http://www.adventuresbydaddy.com/wp-content/uploads/2017/07/Mark-Hamill-San-Diego-by-Brian-Sims-32.jpg>

Item# *04-19 Consent Calendar

Resolution regarding an application for the Acquisition of Bridgeport Breakwater Lighthouse.



**Report
of
Committee
On**

CEA and Environment

City Council Meeting Date: January 6, 2020

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

CITY CLERK OFFICE
20 JAN 24 PM 2:36



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *04-19 Consent Calendar

**A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL
REGARDING THE
APPLICATION FOR THE ACQUISITION OF
BRIDGEPORT BREAKWATER LIGHTHOUSE**

WHEREAS, the National Historic Lighthouse Preservation Act (NHLPA) of 2000 (16 U.S.C. § 470w-7), an amendment to the National Historic Preservation Act of 1966, provides a mechanism for the disposal of historic light stations. NHLPA recognizes the cultural, recreational, and educational value of these historic resources by allowing these properties to be transferred at no cost to federal agencies, state and local governments, nonprofit corporations, educational agencies, or community development organizations; and

WHEREAS, certain real property owned by the United States of America, located in the City of Bridgeport, County of Fairfield, State of Connecticut, has been declared surplus at the discretion of the General Services Administration ("GSA"), and the NHLPA and policies promulgated pursuant thereto, more particularly described as follows:

Name of the Property: Bridgeport Breakwater (aka "Tongue Point" or "Bug")
Lighthouse (1894)

Property Description: Marks the eastern end of a point of land, Tongue or Wells' Point, which extends into Bridgeport Harbor from the western shore in Bridgeport, CT 06604

Geographic Coordinates: 41° 10' 00" N 73° 10' 39" W

GSA Control No.: 1-X-CT-0558

WHEREAS, the City of Bridgeport desires to acquire and will use said property in perpetuity for the purposes as set forth in its application, a copy of which is attached hereto and made a part hereof as Exhibit A, and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *04-19 Consent Calendar

-2-

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council approves the City of Bridgeport's efforts to acquire the Bridgeport Breakwater Lighthouse.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL
that:

1. The City of Bridgeport shall make application to the National Park Service acting for the Secretary of the Interior for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.
2. The City of Bridgeport has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that the Mayor or his designee, the Director of the Office of Planning and Economic Development, is hereby authorized, for and on behalf of the City of Bridgeport to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, all with the approval of the Office of the City Attorney, the and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

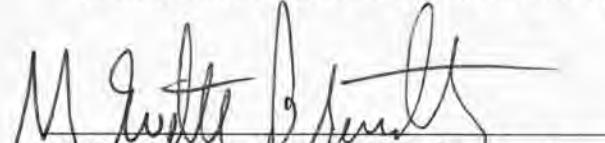


City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *04-19 Consent Calendar

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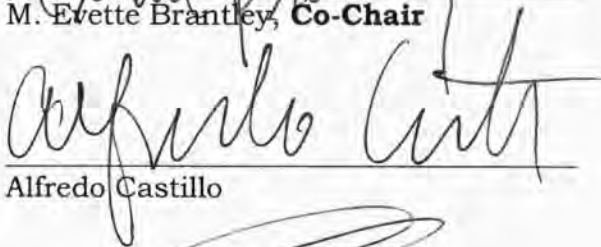
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**



M. Evette Brantley, **Co-Chair**



Maria I. Valle, **Co-Chair**



Alfredo Castillo



Mary A. McBride-Lee



Rosalina Roman-Christy

Not present at meeting

Jeanette Herron



Scott Burns

City Council Date: January 6, 2020



INSTRUCTIONS FOR COMPLETING THE APPLICATION TO OBTAIN HISTORIC LIGHT STATION PROPERTY

The National Historic Lighthouse Preservation Act (NHLPA) of 2000 (16 U.S.C. § 470w-7), an amendment to the National Historic Preservation Act of 1966, provides a mechanism for the disposal of historic light stations. NHLPA recognizes the cultural, recreational, and educational value of these historic resources by allowing these properties to be transferred at no cost to federal agencies, state and local governments, nonprofit corporations, educational agencies, or community development organizations. The eligible entity to which the historic light station is conveyed under this section shall make the historic light station available for education, park, recreation, cultural, or historic preservation purposes to the general public at reasonable times and under reasonable conditions.

Eligible entities are defined as any department or agency of the federal government, any department or agency of the State in which the historic light station is located, the local government of the community in which the historic light station is located, nonprofit corporation, educational agency, or community development organization that agrees to comply with conditions set forth in the NHLPA and is financially able to maintain the historic light station with those conditions.

The NHLPA involves several federal agencies that play different roles in transferring surplus historic light stations to new owners. The U.S. Coast Guard (USCG) or other federal agency identifies and reports excess historic light stations to the General Services Administration (GSA), providing adequate advanced notice time for prospective applicant agencies and groups to plan and organize preservation efforts. GSA issues a Notice of Availability to interested parties, conducts environmental reviews in compliance with the National Environmental Policy Act and the Coastal Zone Management Act as applicable, and develops and executes conveyance documents. In the event that no applicant is approved to receive the historic light station, GSA may sell the property in accordance with procedures outlined in the NHLPA (16 U.S.C. § 470w-8). The National Park Service (NPS) of the Department of the Interior, acting on behalf of the Secretary of the Interior (Secretary), provides applications to interested parties, and reviews and evaluates submitted applications. The Secretary recommends a single suitable no-cost approved applicant to GSA.

Copies of the National Historic Lighthouse Preservation Act of 2000 may be obtained by contacting the Maritime Heritage Program, National Park Service, 1849 C Street N.W. (2280), Washington, DC 20240 Attention: NHLPA or on the web at
<<http://www.cr.nps.gov/maritime/nhlpa/act.htm>>.

A. APPLICATION PROCEDURES

This document provides guidance for preparing an application, which will become, if accepted by the federal government, a legally binding document that controls the use and preservation of the property. The application, therefore, must contain complete and accurate information.

This package contains:

- Application Procedures
- Application
- Resolution/Certification of Authority to Acquire Property
- Environmental Analysis of Probable Impacts with Environmental Questionnaire
- Appendices

An applicant must submit **one hard copy of the completed application to the address below and one copy electronically to ner_nhlpa@nps.gov**. Each application will be judged on the merits of its entirety.

Joint applications may be submitted as long as the roles and responsibilities of each party are clearly defined, and there is one lead entity that is designated to become the grantee should the application be approved and forwarded to GSA for conveyance.

This application and its acceptance by the NPS shall constitute the entire agreement between the applicant and the federal government regarding the application for the conveyance of a historic light station for education, park, recreation, cultural, or historic preservation purposes. The property must be used solely and continuously for the purposes stated in the application, and cannot be sold, leased, rented, mortgaged, encumbered, conveyed, assigned, exchanged, or disposed of without the prior written consent of the NPS. The applicant may be required to furnish additional data, maps, reports, and information as may be requested by the NPS or GSA in order for these agencies to comply with any federal laws triggered by this application.

Submission of false information may be subject to either civil penalties (31 U.S.C. § 3729) or criminal penalties (18 U.S.C. § 287).

Please mail the completed application to:

Sarah Killinger
National Park Service – Northeast Region
1234 Market Street, 20th Floor
Philadelphia, PA 19107

For light stations to be conveyed with historic Fresnel lenses, a separate Historic Fresnel Lens Treatment Plan must be completed and included as an addendum to the application. The NPS regional office will forward the Fresnel Lens plan to the United States Coast Guard for review and comment.

B. EVALUATION OF APPLICATIONS

The NPS will evaluate the applications for completeness; past performance; ability to carry forward the goals of the NHLPA; compliance with the Secretary of the Interior's "Standards for the Treatment of Historic Properties" (36 CFR 68); and most importantly, compliance with legal requirements of the NHLPA and the National Historic Preservation Act. Applications should be clear and concise. Avoid use of legal or technical jargon. The application, once accepted, becomes a legally binding principal planning document for the light station. The SHPO of the state in which the light station is listed will be provided with copies of all submitted applications and asked to provide comments. These comments will also be considered in the NPS review.

SCORING: The following point assignments will be made for each section:

Title Page – Complete / Incomplete

Executive Summary – Complete / Incomplete

Property Description – Complete / Incomplete

Preservation and Maintenance Plan – 25 points

- Higher priority will be given to proposals that best demonstrate comprehensive planning for the long-term preservation of the historic features of the property and competency in developing treatment and maintenance plans. Clarity and attention to detail count. The proposed plan must meet the Secretary of the Interior's "Standards for the Treatment of Historic Properties," 36 CFR part 68. For information on where to obtain copies of the Standards, please see Appendix B. For light stations that include a Fresnel lens, a detailed preservation plan for the lens must be included. The US Coast Guard will review the lens preservation plan.

Use Plan – 25 points

- Higher priority will be given to proposals that will reach large public audiences, either in visitation or programmatically; raise funds in ways compatible to the character of the property; provide adequate revenue for preservation, operation, and education; and provide for safe, enjoyable, educational, park, recreational, cultural, or historic preservation uses of the property, including distance and virtual experiences for isolated sites or for those where visitation is physically challenging or prohibitive.

Financial Plan – 25 points

- Higher priority will be given to proposals that demonstrate reasonable, well-founded estimates of the financial needs to accomplish the organization's plans and its capabilities to meet those needs; the demonstrated ability of the Applicant to provide funding to rehabilitate and maintain the light station in perpetuity; and past and/or current performance on similar projects and grant administration and completion.

Management Plan – 25 points

- Higher priority will be given to those entities that demonstrate a strong capability and history of successful preservation management. Other considerations include demonstration of successful management of educational, conservation, and recreational programs and projects as well as the success of past, present, and planned partnerships between the applicant and other government or non-profit organizations. Newly formed organizations may benefit from partnerships with an established agency, municipality, or other organizations with a recognized reputation for the successful management of similar programs. Insurance, both liability and property damage, will be considered an important aspect of a strong management plan.

Application Covenant Agreement – Complete / Incomplete NOTE: The application will not be accepted without a signed Covenant Agreement.

Resolution/Certification of Authority to Obtain Property – Complete / Incomplete NOTE: The application will not be accepted without a signed Resolution/Certification.

Environmental Analysis – Reviewed separately by GSA

NPS REVIEW: The following are guidelines employed by the NPS in evaluating applications and a making recommendation for ownership.

1. Each part of the Master Plan (preservation and maintenance; use plan; financial plan; and management plan) is given a numerical score between 0 and 25. The scale is as follows:

16 to 25 points – Recommendable – ranges from 16 points (Very Good) to 25 points (Excellent)

11 to 15 points – Potentially Acceptable – Average

0 to 10 points – Unacceptable – ranges from 0 points (Unsatisfactory) to 10 points (Below Average)

2. Individual plan scores from each of the three reviewers are combined and the average calculated. There will be four averaged scores per application representing each of the four plans.
3. Each application is then placed in one of three categories:

Category 1 Recommendable

- No individual plan is scored below 16 points.
- Placement in Category 1 does not necessarily indicate that the applicant will be recommended immediately. There may be minor questions or clarifications that

need to be addressed before the review committee can make a recommendation for ownership.

Category 2 Potentially Acceptable

- Any application that does not meet the requirements of Category 1 but has at least three individual plans scored at 11 points or higher.

Category 3 Unacceptable

- Any application where two or more individual plans are scored at 10 points or below.

4. Only Category 1 applications are eligible for consideration for transfer of the property.

a. If one, or more than one, application for a historic light station is rated as Category 1, NPS will obtain any additional information or clarifications necessary to complete its review from all Category 1 applicants. All other applications are given no further consideration. Based on the final scores for each individual plan, the review committee will make a final recommendation.

b. If no applications are rated as Category 1, the NPS will ask all applicants to submit a revised application within thirty (30) to sixty (60) calendar days addressing all the deficiencies as identified by the review committee. The revised applications will be scored and ranked a second time within thirty (30) calendar days. Only those applications that are rated as Category 1 will be eligible for consideration (see "a." above). Should no application still be rated as Category 1, all revised applications will be rejected.

C. APPLICATION GUIDELINES

Guidelines are provided at the beginning of each section of the application. Please read carefully before preparing the application.

The application should:

- be concise;
- be printed in a font size not smaller than 11 point;
- provide page breaks between each section, including each section of the Master Plan, and
- conform to the sequence outlined below.

The application must be bound in such a way that pages can be removed as changes, corrections and/or additions are made. Recommended binding methods include a three-ring binder or loose pages clipped together in the top left-hand corner. Spiral, comb or any other binding method where individual pages cannot be removed is **not** acceptable.



APPLICATION TO OBTAIN HISTORIC LIGHT STATION PROPERTY

This application is a legally binding document and serves as the basis for the continued operation and use of the light station after a non-cost transfer under the National Historic Lighthouse Preservation Act of 2000, 16 U.S.C. § 470w-7. If awarded the historic light station, the grantee must submit all Preservation Plans, Historic Structures Reports, drawings and specifications to the National Park Service and the appropriate State Historic Preservation Office (SHPO) for review and approval prior to commencement of any work. Approval of conceptual plans or concepts within this application is not a substitute for approval of documents, drawings, or specifications noted above.

1. TITLE PAGE

Name of applicant organization and representative:

Name of prospective transferee (if different from applicant organization):

Physical address of applicant agency: street, city, state, zip code:

Daytime telephone number of applicant agency and/or representative:

Mailing address (if different from physical address):

Name of historic light station property and GSA control #:

Physical address of property: street, city, county, state, zip code:

2. **COVENANT AGREEMENT**

See Appendix A. Complete and sign. Insert after Title Page.

3. **EXECUTIVE SUMMARY**

Provide a general statement that summarizes in **one page** the overall goals of this project, describing the intended use and future plans. Include a statement of why the Applicant(s) should be the recipient of the property.

4. **PROPERTY DESCRIPTION AND SUPPORTING DOCUMENTATION**

Do not include copies of newspaper articles, etc. as a means of conveying information – they will not be read for content. They may be attached, however, as an appendix to document local interest, the visibility of the lighthouse, or community involvement.

- Provide a physical description of the historic light station, including character defining features of the historic buildings and structures and key geographic features (topography, vegetative cover, water bodies, and other natural features). The text must identify cultural and natural property features, including historic structures, buildings, archeological features or sites, and general landscape.
- Discuss the historical value of this particular property (i.e. integrity of workmanship, materials, character, role, and setting). If the property is listed in the National Register of Historic Places, do not repeat information found in the nomination but reference the enclosed nomination.
- Indicate where the principal access roads are located to and within the property, as well as public parking areas, if applicable.
- Describe the relationship of the property to adjacent properties and surrounding uses.

Supporting documentation must include:

- a map or site plan;
- a set of exterior and interior photographs for each structure and the overall setting of the subject property that adequately documents spaces and features addressed in the “Property Description” and “Preservation and Maintenance Plan.” These need not be professional photographs but should be clear, color or black and white, 35mm prints. Digital prints may be submitted ONLY if printed on photo paper or an archivally stable paper that meets the standards of the National Archives and Records Administration. Poloroid images are not acceptable. A map of the site (may be a free hand drawing or duplicate of an existing drawing) indicating the direction of the photographs should be included; and
- a copy of the National Register of Historic Places nomination form or a copy of the Determination of Eligibility.

5. MASTER PLAN FOR THE HISTORIC LIGHT STATION

The following narrative describes the strategy to meet the requirements for the Master Plan. Point values assigned to each category are listed on page 3 & 4 of the "Instructions" document.

a. **Preservation and Maintenance Plan**

Provide plans for the preservation and maintenance of the historic light station property in graphic and narrative form. Detailed plans and specifications are not expected, but it must be clear that the Applicant has fully recognized areas of historic significance and will plan to minimize the impact of any proposed work on these significant areas. All proposed work must meet the Secretary of the Interior's *Standards for Rehabilitation*.

Preservation:

- For each historic building/structure and landscape feature of the property, describe its condition and how it will be repaired, rehabilitated, restored or preserved -- include the impacts of new utilities, handicap accessibility, parking and other modifications. Please refer to the Americans with Disabilities Act and *Preservation Brief 32: Making Historic Properties Accessible* for information on physical and/or programmatic access. For archeological areas, describe security and maintenance to stabilize the site, control vegetal growth, or avoid damage. Describe how hazardous materials including but not limited to lead paint and asbestos will be handled. All remediation must conform to state regulations. List the increments and time schedules for phased preservation work and the estimated cost of each increment.
- Provide **summaries** of the findings of any supporting documentation (such as historic structures reports and engineering studies) used in the development of plans. (NPS may request full copies of these reports at a later date.)
- Describe the recent (within the past five years) preservation planning experience and qualifications of the team members who will be developing, managing, and/or implementing the preservation plan. If the applicant has no or limited preservation experience, a commitment to consult with or hire a qualified architectural or preservation firm must be included. Potential firms must be identified and evidence of initial discussions should be provided.

Maintenance:

- Describe the cyclical maintenance plan for both the built and natural environment. Describe the recent (within the past five years) preservation planning experience and qualifications of the team members or outside consultants who will be developing, managing, and/or implementing the maintenance plan.

Attach additional pages.

b. **Use Plan**

Describe in detail the planned use of the historic light station.

- Describe the educational, park, recreation and/or cultural use of the property and how this will be implemented. Include estimated time the historic light station will be open to the general public. Discuss how the proposed use will meet both federal and state accessibility laws and regulations. Please refer to the Americans with Disabilities Act and *Preservation Brief 32: Making Historic Properties Accessible* for information on physical and/or programmatic access. Differentiate between public-use activities and revenue-producing activities. Establish the suitability of the property for the proposed uses and the compatibility of the proposed revenue producing activities with the historical and/or architectural character of the property. Identify any portions of the property to which public access will be denied or restricted, such as the support areas and USCG controlled areas.
- Compare the planned use of this site with work your organization has performed in the past.

Attach additional pages.

c. **Financial Plan**

Demonstrate the Applicant's financial ability to acquire, develop, maintain, and operate the historic light station for the proposed use.

- Provide a statement of current assets and cash flow. **Identify projected income** from all sources, including income from fundraising, specific grants, cash and in-kind matching funds with specific dollar amounts. **Identify projected expenses** for repair, rehabilitation, recurring maintenance, insurance, and administration and operation of the historic light station as identified in the preservation and maintenance plan. Supporting information on how these numbers were determined should be included. Applicants with little lighthouse experience may wish to consult with owners/managers of similar lights in order to obtain a sound basis for their estimates.
- In a table format, identify sources of funding and their current status, i.e. potential, pledged, pending, awarded, or secured. If a funding source is potential or pending, address contingency plans if those funds are not realized.
- Provide either audited financial statements or financial statements reviewed by a certified public accountant for the past three (3) years.
- For non-profit organizations, provide IRS Form 990, "Return of Organization Exempt from Income Tax" for the last three (3) years.

- Provide budget summaries for the next five (5) years, describing the preservation and on-going maintenance and operation costs needed to bring the property to optimal condition and to maintain it in that condition.
- Any estimates for insurance must be supported by information provided by a qualified insurance agent. Both liability insurance for visitors, volunteers, and staff as well as property damage insurance are clearly elements of a sound management plan for any historic site. Evidence of this insurance shall be provided in the Application. The amounts shall be determined by the Applicant in consultation with their insurance agent.
- Specify any capital already invested in the preservation, maintenance, operation or educational use at this light station.
- List all sites with which the Applicant has a financial, management, or operational commitment and the annual dollar amount and/or days for each.

Attach additional pages.

d. **Management Plan**

Provide a management plan that includes organizational structure, stewardship history and capability, and administrative procedures.

- Describe the Applicant's organizational structure. If submitting a joint application (i.e., multiple organizations forming a partnership to manage the light station), describe how each organization will contribute to the effort; how the organizations will work together and make decisions; and which organization will own the lighthouse. For joint applications, all partners must provide a written statement that defines roles, responsibilities, and financial commitments. Newly-formed organizations may not have the required knowledge and experience to be successful candidates and may wish to consider forming a partnership with an established organization with expertise that can complement areas in which the new organization is deficient.
- Describe past performance of the Applicant and any partner(s) on all grant projects within the past five years, including source and amount of grant, a description of project, how any match was met, and if completed within the grant period.
- Describe the past performance of the Applicant and any partner(s) on any preservation, educational, cultural or recreation projects within the past five years.
- Identify any other involvement the Applicant has had with any light stations made available through NHLPA, including those offered through public sales.
- If the Applicant currently holds a license or lease with the USCG for the historic light station property, provide a copy of the insurance binder or certificate. If the Applicant does not hold a license or lease, provide a copy of an insurance estimate for the property.

- Include letters of support from outside organizations; please note that in order for these letters to enhance your application in any substantive way, they must specify the type of support to be provided (e.g., technical assistance, financial commitments, shared space, advertising, willingness to create an exhibit or other interpretive material, fund-raising, transportation, etc.). Letters should be from organizations that are providing narrowly defined assistance to the applicant or joint applicants – please do not provide letters that indicate general support of your application efforts.

In addition, non-profit corporations must provide:

- evidence of qualifying state non-profit status;
- corporate by-laws;
- corporate officers by name and title;
- description of succession plan; and
- number of existing members -- DO NOT include a list of members.

Attach additional pages.

6. RESOLUTION/CERTIFICATION OF AUTHORITY TO ACQUIRE PROPERTY

The Applicant must submit a certified copy of a resolution, certificate of authority, or similar public document executed by its governing body, that states its desire and ability to acquire surplus Federal property, and designates the person legally authorized to apply for the property. A sample format is available at the end of this document (see **Appendix A**). The resolution or certification to acquire property must contain the following:

- a. A statement that the application is being made for acquisition of the property under the provisions of the National Historic Lighthouse Preservation Act (16 U.S.C. § 470w-7) and procedures promulgated thereunder.
- b. Identification of the name, location, acreage, and General Services Administration Control Number, if applicable, of the property requested.
- c. An authorization to acquire the property exclusively for education, park, recreation, cultural or historic preservation purposes for the general public.
- d. A certification that the Applicant is authorized, willing, and able to assume liability and responsibility for the development, maintenance, and operation of the property.
- e. A designation by title of a specific official to act as the authorized representative in all matters pertaining to the transfer of the property.
- f. A certification that the Applicant is willing and authorized to pay the administrative expenses incident to the transfer.

7. **ENVIRONMENTAL ANALYSIS OF PROBABLE IMPACTS:**

The National Environmental Policy Act of 1969 (NEPA) (P.L.91-190) requires an analysis of the probable environmental effects of the proposed project. The Applicant shall complete the following Environmental Questionnaire and furnish sufficient information to demonstrate that it has considered all environmental impacts cited in the questionnaire. The transfer process will be deferred pending receipt of such information, since required assessment of the environmental impact of any particular project cannot be initiated without prior submission of such data by the Applicant. Applicants are cautioned that conformance with these procedures shall not obviate the need for compliance with applicable State and local environmental use and review requirements. The GSA will examine the information and determine whether the analysis is acceptable. In the event that preparation of further documentation is necessary, the Applicant may be requested to furnish additional materials to the GSA in order to prepare an Environmental Assessment or Environmental Impact Statement.

APPENDIX A:

Includes:

1. Copy of NHLPA Covenant Agreement
2. Environmental Questionnaire
3. Sample resolution or certification to acquire property

NHLPA COVENANT AGREEMENT

The undersigned _____, hereinafter referred to as the
(state or local government; or non-profit)

Applicant or Grantee, acting by and through _____,
Name and Title

Street Address, City/Town, Zip Code

hereby applies for the conveyance, without monetary consideration, for use for education, park, recreation, cultural or historic preservation purposes, from the United States of America pursuant to the National Historic Lighthouse Preservation Act of 2000 and in accordance with the rules and regulations of the General Services Administration, hereinafter referred to as GSA, the

(name of historic light station)

This property is more fully described in the Application attached hereto and made a part hereof.

Enclosed is a resolution or certification as to the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

The Applicant(s) understand(s) and agree(s) that the Application is made, and the conveyance of the property shall be accomplished by an instrument, or instruments, in a form satisfactory to the Administrator of the GSA without warranty, express or implied, and shall contain substantially, but may not be limited to, the following reservations, restrictions, and conditions, which may be enforced through a reversionary right in the property reserved to the United States of America. In accordance with 16 U.S.C. § 470w-7 (b)(3)(A), the Administrator will be issuing the quitclaim deed on behalf of the United States.

I. HISTORIC PRESERVATION and OTHER USES.

a. Compliance with this Application. This application and its acceptance by the Federal government shall constitute a binding agreement in its entirety between the grantee and the Federal government, which shall remain in effect unless written modifications are agreed upon by both parties.

b. Limitations on Sale, Conveyance, etc. The grantee shall not sell, convey, assign, exchange, or encumber the historic light station, any part thereof or any associated historic artifact conveyed to the eligible entity in conjunction with the historic light station conveyance, including but not limited to any lens or lanterns, **unless** such sale, conveyance, assignment, exchange or encumbrance is approved by the National Park Service prior to its execution.

c. Commercial Activities. The grantee may conduct any commercial activities at the historic light station, any part thereof, or in connection with any associated historic artifact conveyed to the eligible entity in conjunction with the historic light station conveyance, in any manner, provided that such commercial activities are approved by the National Park Service.

d. Reversionary Interest of the United States. The conveyance of a historic light station shall include a condition that the historic light station, or any associated historic artifact conveyed to the grantee in conjunction with the historic light station conveyance, including but not limited to any lens or lanterns, shall at the option of the GSA Administrator, revert to the United States and be placed under the administrative control of the Administrator, if:

1. the historic light station, any part thereof, or any associated historic artifact ceases to be available for education, park, recreation, cultural, or historic preservation purposes for the general public at reasonable times and under reasonable conditions which shall be set forth in the application;
2. the historic light station or any part thereof ceases to be maintained in a manner that ensures its present or future use as a site for a Federal aid to navigation;
3. the historic light station, any part thereof, or any associated historic artifact ceases to be maintained in compliance with the NHLPA, the Secretary of the Interior's "Standards for the Treatment of Historic Properties," 36 CFR part 68, and other applicable laws;
4. the grantee sells, conveys, assigns, exchanges, or encumbers the historic light station, any part thereof, or any associated historic artifact, without approval of the National Park Service;
5. the grantee conducts any commercial activities at the historic light station, any part thereof, or in conjunction with any associated historic artifact, without approval of the National Park Service;
6. or at least 30 days before the reversion, the Administrator of GSA provides written notice to the owner that the historic light station or any part thereof is needed for national security purposes.

See 16 U.S.C. § 470w-7(c)(3).

II. COMPLIANCE

a. The Government and any representative it may so delegate, shall have the right of entry upon the premises at any time to conduct periodic inspection to ensure compliance with the terms and conditions of the conveyance. The failure of any agency of the United States to exercise any right, term, covenant, condition or remedy granted under either this instrument or a deed of conveyance from the United States for a historic light station shall not be deemed to be a waiver of the same or any other term, covenant, condition, right or remedy. No term, covenant, condition, right or remedy shall be deemed to have been waived by the United States unless such waiver is in writing executed by a duly authorized representative of the United States.

b. Beginning no later than two years from the date of conveyance, the Grantee shall prepare reports describing the preservation, management and use of the historic light station, and provide financial statements from its operation. The time frames and specific materials requested will be determined by the National Park Service region in which the light station is located working in conjunction with the State Historic Preservation Officer. The National Park Service will contact the Grantee no later than three months prior to any report being due with specific requirements.

III. FEDERAL AIDS TO NAVIGATION

a. The United States will continue to own, operate and maintain, and have the right to install, remove, relocate, or replace, any "Federal aid to navigation," upon any property conveyed under the NHLPA. A Federal aid to navigation is defined as any device, operated and maintained by the United States, external to a vessel or aircraft, intended to assist a navigator to determine position or safe course, or to warn of dangers or obstructions to navigation, and shall include, but not be limited to, a light, lens, lantern, antenna, sound signal, camera, sensor, electronic navigation equipment, power source, or other associated equipment.

b. The United States Coast Guard (USCG) is the Federal agency responsible for operating and maintaining any Federal aid to navigation located upon the property. The eligible entity to which the property is conveyed shall not interfere, or allow interference in any manner, with any Federal aid to navigation, nor hinder activities required for the operation and maintenance of any Federal aid to navigation without the express written permission of the USCG.

c. In those instances in which a Federal aid to navigation remains upon the property conveyed, the United States has the right to reserve:

- I. Easements for the operation and maintenance of such aid to navigation, including but not limited to, an easement for the arc of visibility if a lighted aid to navigation or an easement to produce sound if a fog horn or other sound based aid to navigation;

2. Unrestricted easements for access upon, through, over, and across the property at any time, including but not limited to, the right of ingress and egress in, to, and through the interior of the lighthouse structure; and

3. Easements for utility, power, and communication lines.

d. The United States shall have the right, at any time, to enter the historic light station conveyed under this section without notice, for purposes of operating, maintaining, and inspecting any aid to navigation and for the purpose of ensuring compliance with 16 U.S.C. § 470w-7(c) to the extent that it is not possible to provide advance notice.

e. The United States shall retain a reversionary interest (*i.e.*, title to the property conveyed would revert to the United States) and may exercise said interest in the event the property or any part thereof ceases to be maintained in a manner that ensures its present or future use as a site for a Federal aid to navigation.

IV. GENERAL TERMS AND CONDITIONS

a. This application and its acceptance shall constitute the entire agreement between the grantee and the United States of America, unless modified and approved in writing by both parties. This agreement becomes legally binding once the quitclaim deed or other instrument of conveyance for the property is executed or delivered by the United States.

b. The description of the property set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.

c. If any portion of the property is situated on bottomlands, the United States will convey only an interest in the structure described in the published Notice of Availability. No submerged lands shall be conveyed by the transfer of ownership of the light pursuant to Section (d)(4) of the National Historic Lighthouse Preservation Act. Bottomlands are held by the state where the property is located. It is incumbent upon the selected recipient to secure the necessary rights to the bottomland from the state.

d. If an application for the conveyance of a historic light station is approved, then, the Property will be conveyed without consideration via a quitclaim deed "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, character, condition, size or kind, or that the property is in condition or fit to be used for the purpose intended. No claim for any adjustment upon such grounds will be considered after this application has been accepted.

e. The grantee shall save, hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the grantee's or the grantee's employee's, agent's, or representative's use or

occupancy of the property and/or the grantee's failure to comply with the terms and conditions of the conveyance.

f. The grantee shall obtain the required authorization from the U.S. Army Corps of Engineers District office having the jurisdictional responsibility for access and utilization of lighthouse structures located on U.S. Army Corps of Engineers navigation structures (i.e. breakwalls, jetties, piers, etc).

g. The grantee shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the grantee's expense within 30 days of their receipt in the manner prescribed by local recording statutes.

h. The grantee shall provide the General Services Administration with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording.

i. The grantee further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the approved Applicant shall be subject to any use restrictions issued under said Act and Orders.

j. In support of eligibility to acquire the property under NHLPA, grantee submits the "Master Plan" for the historic light station as part of the application attached hereto. The "Master Plan" may be amended from time to time at the request of either the grantee or the Federal government, with the written concurrence of the other party. Such amendments will be added to, and become a part of, the original "Master Plan." As part of the review of any amendments, the Federal government is required to comply with Section 106 of the National Historic Preservation Act, as amended, and the National Environmental Policy Act, as amended. The Applicant further agrees that it will furnish such data, maps, reports, and information as may be requested by the Federal government to comply with these, and any other, laws as required.

k. The grantee further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the property requested in this application, including, but not limited to:

1. All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
5. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
6. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

l. The grantee shall, within three months of the date of the recording of the instrument of conveyance, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the property that states: "The United States of America donated this property to the *name of grantee* for preservation and public use through the National Historic Lighthouse Preservation Act. This program is administered by the National Park Service."

m. The grantee agrees that all income from the property shall be used for preservation and maintenance of the property according to the grantee's Master Plan. While a reasonable amount of excess income may be carried forward from year to year to meet preservation and maintenance costs, all other excess income must be used for historic preservation, educational, or recreational purposes enunciated in the transfer agreement.

V. REVERSION

a. Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In the event that there is a breach of any of the conditions and covenants herein contained by the grantee, its successors and assigns, whether caused by legal or other inability of the grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the United States at its option. The United States, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the approved Applicant, its successor and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.

b. The grantee, by its acceptance of the deed, covenants and agrees for itself, and its successors and assigns, that in the event the United States exercises its power to terminate the grantee's estate in the property then the approved Applicant shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the GSA in its Federal Property Management Regulations in effect at the time of the reversion. Prior to any such reversion, the grantee further agrees to complete and submit to the United States an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9601(14)].

Date

Signature

Name - printed

Title

Address of Applicant

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this _____ day of _____, 20__.

GENERAL SERVICES ADMINISTRATION

By: _____
Signature

Name - printed

Title

Environmental Questionnaire

Provide a narrative explanation of the probable environmental effects of the proposed program of use and preservation occurring in each of the following 12 areas of importance. The environment should be considered as the area that the proposed project would both impact and serve. The greatest detail should concern the probable environmental impact of the project on the particular property and its surrounding community, both in the short and long term. This section should broadly and briefly discuss the geography of the area, wildlife, water and air quality, area population, and potential users of the service to be provided, the economy of the area, and any current environmental concerns.

1. Please describe the specific property that will be directly affected in terms of its current use and proposed use. If the land is in a natural state, please provide a brief description with respect to plant and animal life.
2. Describe the surrounding area. Is it primarily residential, industrial, agricultural, etc.? Is the property in a rural, urban, or suburban area? Has the area been formally zoned for specific uses? Please provide a map of the immediate area covering approximately one square mile.
3. If the proposed action is in a floodplain or affects a floodplain, please list all pertinent restrictions (with citations) on land use under Federal, State, and local laws and regulations, and any actions the Applicant proposes to mitigate foreseeable adverse effects.
4. Will the proposed action directly or indirectly affect a wetland? Please list any pertinent Federal, State, and local wetland regulations and any actions the Applicant proposes to mitigate foreseeable adverse effects.
5. Will the proposed action have a direct or indirect effect on any Federally or State-listed endangered species? If so, please describe any impacts as well as any actions the Applicant proposes in order to mitigate foreseeable adverse effects.
6. Is it reasonably foreseeable that the proposed activity will have a direct or indirect effect on natural resources, land uses, or water uses in the coastal zone? If so, describe how the Applicant will comply with the State's enforceable and mandatory coastal zone policies. Please describe any impacts as well as any actions the Applicant proposes in order to mitigate foreseeable adverse effects.
7. Approximately how many visitors will be introduced to the area on a daily basis during operations? Approximately how many vehicles will be introduced into the area on a daily basis as a result of the operation of the facility? Will there be any identifiable increased traffic in the surrounding area as result of the proposed use of the property?

8. How much water will the Applicant use on the property in a normal day? What system will provide the water (name and address of system)? How much sewage will the Applicant generate on a daily basis? Will the sewage be handled by a sewage treatment facility? If so, please provide the name and address of the system.
9. Will the proposed use of the property likely result in the use, storage, release and/or disposal of toxic, hazardous, or radioactive materials, or in the exposure of people to those materials? If so, please describe these proposed activities.
10. Will the proposed use of the property destroy or decrease access to any known or potential archeological sites? If so, please describe any impacts as well as any actions the Applicant proposes in order to mitigate foreseeable adverse effects.
11. Will the proposed use of the property violate or require a variance from any Federal, Tribal, State or local laws pertaining to the visual environment, odors, public health, and noise? If so, please describe any impacts as well as any actions Applicant proposes in order to mitigate foreseeable adverse effects.
12. Will the proposed use of the property violate or require a variance from any Federal, Tribal, State or local laws pertaining to land, air or water pollution or land use? If so, please describe any impacts as well as any actions Applicant proposes in order to mitigate foreseeable adverse effects.

Name of the preparer: _____

Qualifications of the preparer:

Contact information including mailing address, telephone number, fax number and email:

Sample Resolution/Certification of Authority to Acquire Property

Whereas, certain real property owned by the United States of America, located in the (City/Town/Township/Village) of (name of city/town/township/village), County of (name of county), State of (name of state), has been declared surplus at the discretion of the General Services Administration, and the National Historic Lighthouse Preservation Act (16 U.S.C. § 470w-7) and policies promulgated pursuant thereto, more particularly described as follows:

(name of the surplus Federal property)

(acreage of the total property being requested under this application, if the precise acreage is not known, please provide an estimate)

(General Services Administration Control Number for the property, if applicable, otherwise, leave blank)

Whereas, (name of Applicant) needs and will use said property in perpetuity for the purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder;

Now, Therefore, Be It Resolved, that (name of Applicant) shall make application to the National Park Service acting for the Secretary of the Interior for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

Be It Further Resolved that (name of Applicant) has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that (name and title of official) is hereby authorized, for and on behalf of the (name of Applicant) to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

(name and address of Applicant)

APPENDIX B

Reference Materials

The following materials can provide assistance in formulating sections of the Master Plan as required in the NHLPA application.

| Item: | Available from: | |
|--|--|---|
| Secretary of the Interior's "Standards for Treatment of Historic Properties" (36CFR68) | National Park Service Technical Preservation Services 1849 C Street NW Mail Stop 7243 Washington, DC 20005 | E-mail: hps-info@nps.gov or go to https://www.nps.gov/tps/standards.htm |
| National Register of Historic Places Nominations | NRHP 1849 C Street, NW (7228) Washington, DC 20240 or your State Historic Preservation Office (SHPO). Addresses and phone numbers can be found at http://neshpo.org/directory/ | Phone: (202) 354-2211 Fax: (202) 371-6447 E-mail: nr_info@nps.gov |
| <i>Code of Federal Regulations</i> | Superintendent of Documents, P.O. Box 371954 Pittsburgh, PA 15250-7954 | Toll-Free: 1-888-293-6498 Fax: (202) 512-1262 E-Mail: gpoaccess@gpo.gov |
| National Park Service "Preservation Briefs" | National Park Service Technical Preservation Services 1849 C Street NW Mail Stop 7243 Washington, DC 20005 | Go to: https://www.nps.gov/tps/how-to-preserve/briefs.htm for a list of all Preservation Briefs. Of special interest is Preservation Brief 32 "Making Historic Properties Accessible" |

Item# *01-19 Consent Calendar

Settlement of Pending Litigation with Sue Ann Paiva.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: January 6, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

20 JAN 24 PM 2:36
CITY CLERK'S OFFICE



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *01-19 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| <u>Name</u> | <u>Nature of Claim</u> | <u>Plaintiff's Attorney</u> | <u>Consideration</u> |
|---------------|------------------------|--|----------------------|
| Sue Ann Paiva | Employment Claim | Thomas W. Bucci, Esq. Willinger, Willinger & Bucci 855 Main Street Bridgeport, CT 06604 | Over \$20,000.00 |

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. *01-19 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy Marie Vizzo-Paniceira, D-134th, **Co-Chair**

Scott Burns, D-130th, **Co-chair**

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: January 6, 2020

Item# *03-19 Consent Calendar

Refund of Excess Payments - RiverBank Landing LLC.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: January 6, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERK'S OFFICE
20 JAN 24 PM 2:36
J.P. GANIM



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:


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


Item No. *03-19 Consent Calendar

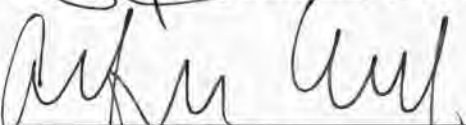
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

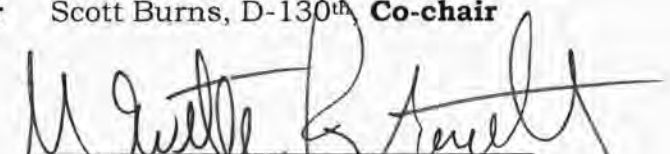
| <u>Name & Address</u> | <u>Reason</u> | <u>Refund</u> |
|--|---------------|---------------|
| Riverbank Landing LLC 3336 Fairfield Avenue Bridgeport, CT 06605 | 12-129 | \$55,415.39 |
| Reference 3336 Fairfield Ave 2016-02-0010629 \$39,944.01 2017-02-0010629 \$15,471.38 | | |


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

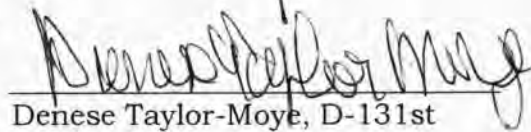

Amy Marie Vizzo-Paniccia, D-134th, **Co-Chair**



Scott Burns, D-130th, **Co-chair**


Alfredo Castillo, D-136th


M. Evette Brantley, D-132nd


Matthew McCarthy, D-130th


Denese Taylor-Moye, D-131st

SS **ABSENT**

Samia S. Suliman, D-138th

City Council Date: January 6, 2020

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that RIVERBANK LANDING LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2016

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

Send ck to

RIVERBANK LANDING LLC
 1052 BOSTON POST RD
 MILFORD, CT 06604

*3336 Fairfield Ave
 06605*

Per TP request

2016-02-0010629
 QP2016426
 3336 FAIRFIELD AVE



To Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

| | | Tax | Interest | Lien | Fee | Total | Overpaid Tax |
|-----------------|------------|------------|----------|------|------|-----------|----------------|
| Total Due | 07/01/2017 | 28,618.19 | 0.00 | 0.00 | 0.00 | 28,618.19 | |
| Total Paid | 01/08/2018 | 68,562.20 | 0.00 | 0.00 | 0.00 | 68,562.20 | -39,944.01 *** |
| Adjusted Refund | | -39,944.01 | 0.00 | 0.00 | 0.00 | 39,944.01 | |

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

LAURENT YERGEAN
 Print Name

[Signature] 10-25-19
 Signature of Taxpayer Date
 RIVERBANK LANDING LLC

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 39,944.01
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 25 DAY OF October 2019

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

 Clerk

**Cross out abatement or refund as required.

Mail To :
 CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604

Riverbank Landing LLC
3336 Fairfield Avenue
Bridgeport, CT 06605

2016-2-0010629

1966
51-7218/2211

DATE 7/31/17

PAY TO THE ORDER OF

City of Bridgeport Tax Collector

\$ 34,281.10

Thirty Four Thousand Two Hundred Eighty One and $\frac{10}{100}$ DOLLARS

People's United Bank

Photo Safe Deposit Details on back

FOR

3336 Fairfield Ave

Katherine Leaf

⑈001966⑈ ⑆221172186⑆ 650 0217850⑈

Riverbank Landing LLC
3336 Fairfield Avenue
Bridgeport, CT 06605

QP2016426

2105
51-7218/2211

DATE 1/5/18

PAY TO THE ORDER OF

City of Bridgeport tax collector

\$ 34,281.10

thirty four thousand two hundred eighty one $\frac{10}{100}$ DOLLARS

People's United Bank

Photo Safe Deposit Details on back

FOR

Personal property tax

Katherine adam

⑈002105⑈ ⑆221172186⑆ 650 0217850⑈

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that RIVERBANK LANDING LLC

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2017
- Sec. 12-81 (20) Servicemen Having Disability Rating.
 - Sec. 12-124 Abatement to poor.
 - Sec. 12-125 Abatement of Taxes of Corporations.
 - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
 - Sec. 12-127 Abatement or Refund to Blind Persons.
 - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
 - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
 - Sec. 12-129 Refund of Excess Payments.

~~RIVERBANK LANDING LLC
 1052 BOSTON POST RD
 MILFORD, CT 06604~~

*Send OK to
 3336 Fairfield Ave
 06605
 per TP Request*

2017-02-0010629
 QP2016426
 3336 FAIRFIELD AVE

 2017020010629

To Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

| | | Tax | Interest | Lien | Fee | Total | Overpaid Tax |
|------------------------|------------|-------------------|-------------|-------------|-------------|------------------|----------------|
| Total Due | 07/01/2018 | 20,365.91 | 0.00 | 0.00 | 0.00 | 20,365.91 | |
| Total Paid | 09/30/2019 | 35,837.29 | 6,932.73 | 0.00 | 0.00 | 42,770.02 | -15,471.38 *** |
| Adjusted Refund | | -15,471.38 | 0.00 | 0.00 | 0.00 | 15,471.38 | |

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

X LAURENT R. YONGEAM
 Print Name

[Signature] 10-25-19
 Signature of Taxpayer Date
 RIVERBANK LANDING, LLC

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 15,471.38
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 25 DAY OF October 2019

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

 Clerk

**Cross out abatement or refund as required.

Mail To :
 CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604



Riverbank Landing LLC
3336 Fairfield Ave
Bridgeport, CT 06605

QP2016426

190
51-7218/2211

DATE 9/27/19

PAY
TO THE
ORDER OF

City of Bridgeport Tax Collector

\$ 9392.45

Nine thousand three hundred ninety two and 45/100

DOLLARS



People's United Bank

FOR

2018-2-0010629

Kellen Nelson

⑈000190⑈ ⑆221172186⑆ 650 0839656⑈

Item# *07-19 Consent Calendar

Settlement of Pending Litigation with James Nardozzi.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: January 6, 2020

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERK'S OFFICE
20 JAN 24 PM 2:36



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *07-19 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| <u>Name</u> | <u>Nature of Claim</u> | <u>Plaintiff's Attorney</u> | <u>Consideration</u> |
|----------------|------------------------|--|----------------------|
| James Nardozzi | Employment | Eric R. Brown, Esq. Law Office of Eric. R. Brown P.O. Box 615 Watertown, CT 06795 | Over \$20,000.00 |

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



City of Bridgeport, Connecticut Office of the City Clerk

**Report of Committee on Miscellaneous Matters
Item No. *07-19 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, **Co-Chair**

Scott Burns, D-130th, **Co-chair**

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th
Denese Taylor-Moye, D-131st

ABSENT

Samia S. Suliman, D-138th

Council Date: January 6, 2020

Item# 02-19

Settlement of Pending Litigation with Leona Williams,
Admin. and Carnell Williams.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: January 6, 2020

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

Approved by: Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

CITY CLERK'S OFFICE
20 JAN 24 PM 2:36



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 02-19

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| <u>Name</u> | <u>Nature of Claim</u> | <u>Plaintiff's Attorney</u> | <u>Consideration</u> |
|--|------------------------|---|----------------------|
| Leona Williams Admin. Carnell Williams | Civil Litigation | Attorney Lori A. Welch-Rubin Attorney Martin J. Minnella | Over \$20,000.00 |

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. 02-19

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy Marie Vizzo-Paniccia, D-134th, **Co-Chair**

Scott Burns, D-130th, **Co-chair**

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Abstain

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th