

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**TUESDAY, FEBRUARY 18, 2020**

7:00 p.m.

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

**ADDED:**

**PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:**

- 49-19** Request from OPED to Order a Public Hearing for March 2, 2020 at 7:00 p.m. re: Proposed Resolution Authorizing the Disposition of 398, 400, 430, 440, 448 and 454 Bunnell Street (the "Redevelopment Properties") within the Seaview Avenue Industrial Park.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 48-19** Communication from OPED re: Proposed Program Year 46 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership and Housing Opportunities for Persons with AIDS (HOPWA), referred to Special Committee on Community Development Block Grant.
- 49-19** Communication from OPED re: Proposed Resolution Authorizing the Disposition of 398, 400, 430, 440, 448 and 454 Bunnell Street (the "Redevelopment Properties") within the Seaview Avenue Industrial Park, referred to Economic and Community Development and Environment Committee.
- 50-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Darsey Papcun, referred to Miscellaneous Matters Committee.

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

- 51-19** Resolution presented by Council President Nieves re: Proposed revision necessitated by OPED noncompliance with Item #176-17 authorizing the Urban Enterprise Zone Assessment Deferral for Qualified Development located at 515 West Avenue, referred to Joint Committee on Miscellaneous Matters and Budget and Appropriations.

# AGENDA

## CITY COUNCIL MEETING

TUESDAY, FEBRUARY 18, 2020

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Celebration of Black History Month: Traditional African Dance by Council Member Mary McBride-Lee and a Performance by the Bridgeport Boys Choir.

Council President Appointment of Special Committee for Community Development Block Grant Program (CDBG).

### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: February 3, 2020

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

- 44-19** Resolution presented by Council Member(s) Burns and Nieves re: Proposed resolution in Support of the Selection of Sikorsky Airport by the Connecticut Airport Authority (CAA), referred to Economic and Community Development and Environment Committee.
- 45-19** Resolution presented by Council Member(s) Newton, Martinez and Herron re: (Ref. #34-17 & #141-16) Proposed resolution regarding the reversal of the 2017 Amendments to Chapter 3.20 of the Municipal Code of Ordinances – Tax Incentive Development Program, referred to Ordinance Committee.
- 46-19** Resolution presented by Council Member(s) Newton, Martinez and Herron re: (Ref. #35-17 & #142-16) Proposed resolution regarding the reversal of the 2017 Amendments to Chapter 3.24 of the Municipal Code of Ordinances – Affordable Housing Tax Incentive Development Program, referred to Ordinance Committee.
- 47-19** Resolution presented by Council Member(s) Taylor-Moye and Cruz re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section 10.16.070 – Rates and Charges; Grace Period; Prompt Payment Discount; Immobilization; Exemptions, referred to Ordinance Committee.

### **MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*42-19** Budget and Appropriations Committee Report re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:**

- \*27-19** Public Safety and Transportation Committee Report re: Grant Submission: United States Conference of Mayors (USCM) for Dollarwise Innovation Grant (#21320).
- \*13-19** Contracts Committee Report re: Resolution regarding a Memorandum of Understanding (MOU) with Action for Bridgeport Community Development, Inc. (#20266).

**MATTERS TO BE ACTED UPON:**

- 43-19** Budget and Appropriations Committee Report re: Approval of Additional Capital Project Authorization to the 2020-2024 Capital Plan and Approval of General Obligation Bonds.
- 18-19** Contracts Committee Report re: Agreement with PMA Management Corporation of New England, Inc. to provide Third Party Administrative Services for Workers' Compensation and Heart and Hypertension Benefits.
- 30-19** Contracts Committee Report re: Agreement with AFSCME 1303-272 (City Attorneys) Collective Bargaining Agreement for 2018-2022.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 18, 2020 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

| NAME  | SUBJECT                                |
|---|--|
| John Marshall Lee<br>30 Beacon Street<br>Bridgeport, CT 06605 | Citizen Participation in Governance.   |
| Clyde Nicholson<br>396 Madison Avenue<br>Bridgeport, CT 06604 | Tax.                                   |
| Cecil Young<br>99 Carroll Avenue<br>Bridgeport, CT 06607      | Taxes.                                 |
| Tony Barr<br>141 Pennsylvania Avenue<br>Bridgeport, CT 06610  | Schools, Police and Greene Apartments. |
| Myron Dukes<br>184 Harriet Street<br>Bridgeport, CT 06608     | Equality for Myron Dukes.              |
| Lillie Troy<br>144 Cottage Street<br>Bridgeport, CT 06605     | Seniors and Homelessness.              |

**CITY COUNCIL MEETING  
PUBLIC SPEAKING FORUM  
TUESDAY, FEBRUARY 18, 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 6:39 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

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

REC'D  
CITY CLERK'S OFFICE  
20 FEB 27 AM 11:55

A quorum was present.

Council Member Cruz stated that Council Member Taylor-Moye was not present due to illness.

Council President Nieves announced that the public speaking rules had changed to allow 10 speakers to address the Council for 3 minutes each. She also stated that the speakers would have to give their name and address for the record.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 18, 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

Citizen Participation in Governance.

Mr. Lee came forward and read the following into the record:  
Council Members, Greetings.....

I have with me this evening the “red boots” that I first brought to a Council Session more than 6 years ago. Years have passed, new folks are in charge, and some things seem improved. For instance “the rainy day” fund is increasing. Do you have a good idea what that represents?

With budget time approaching, take a look at the CAFR page 122 and it will tell you that 98.38 % of folks paid the taxes levied timely. But the City uses an arbitrary lower number. It likely overtaxes currently. Is it necessary in a time when other communities use a rolling average of recent years? Four year rolling average is 98.4 (2016-19). By using a lower assumed tax rate for property tax revenue, is it any surprise that the City raises more funds than budgeted and then touts the surplus? Meanwhile there are many departments over budget which are not discussed. Consult the CAFR and keep the experience in mind when setting assumption for the budget numbers upcoming for 2020-21.

Let me put my NAACP Communications hat on for a moment. I want to inform you that we are hearing grievances once again from multiple sources that WPCA foreclosure actions are alive and causing fear, despite the Council actions of recent years. Who is looking into this? The local NAACP is considering seriously a range of alternatives at this moment. It is important to know where the City is headed to secure fairness and justice for all citizens.

Finally, gangs and gunshots in the City and homicide victims seem to be in 2020 news. These are quality of life issues for certain and no easy answers are available. Our “tear them down” Mayor is not looking at serious alternatives with less expense. In 2015 Mayor Ganim ran for office with photos of him securing a fence at Beardsley Gardens. Fencing at Greene Apartments is not part of any photo-op. Why not? There are fences but not gates. Anyone can walk in 24/7. Are the doors to each of the towers secure? Or can outsiders operate without authorization to enter and take elevators anywhere they wish?

What are the wishes of the residents? Do they trust the City administration? Do they have an operating resident board that meets regularly and can talk to the City about real needs when Park City Community with its own Mayoral nominated Board is failing to provide safe and secure within a couple blocks of Police HQ? And which of you heard me raise the issue of Fair Rent and Fair Housing Boards that died with no public notice or attempt at rescue? What is with that? Where does any tenant go to register dissatisfaction with their current situation? Time will tell.

Shaping the future in Bridgeport, a City in action?, or City inaction?

1. Get a consultant, with no specific purpose or results while expenses are paid?
2. Form a task force to reach out, assess, review and recommend and then ignore the work?

3. Restrict fiscal, Board minutes, and public opportunity to listen and respond publicly?
4. Study an issue with major input coming from political City employees without sharing timetables, tasks, or those responsible?

Time will tell.

**Clyde Nicholson**  
396 Madison Avenue  
Bridgeport, CT 06604

Tax.

Mr. Nicholson came forward and said that he had a problem with the police response to the shots fired incident last Tuesday. He said that he had driven from Police Headquarters to Kossuth and James in just a few minutes. It recently took the Police six minutes to respond to something that happened on East Main Street. The residents are getting zero protection from the Police Chief. He asked what happened with his proposal that Bridgeport become a Gun Free Zone. The residents pay taxes but the city is not a safe place for them or their families. The killings and shootings have to stop.

**Cecil Young**  
99 Carroll Avenue  
Bridgeport, CT 06607

Taxes.

Mr. Young came forward and said that he had been told that he could not say a certain word, but this is still the United States of America. He reminded everyone that he had worked for the City for 37 years. One of the Council Members had promised to help him, but later changed directions. He also mentioned another ordained Council Member had disagreed with him. He said that he would not use the N-word unless it was called for.

**Tony Barr**  
141 Pennsylvania Avenue  
Bridgeport, CT 06610

Schools, Police and Greene  
Apartments.

Mr. Barr said that he would be leaving the meeting shortly to visit a friend who had been shot earlier in the day. He said that he wanted to speak about racism on the Council. He said that there were Council Members who directed everything towards black and brown people while claiming that they cared. Mr. Barr said that that this was wrong and stated he had served 21 years in prison. He warned the racist Council Members that there were black and brown people outside who were "packing". Mr. Barr concluded his remarks by saying that he had to leave to visit his friend in the hospital who had been shot in earlier in the day.

**Myron Dukes**  
184 Harriet Street  
Bridgeport, CT 06608

Equality for Myron Dukes.

Mr. Dukes came forward and said that he was a natural born American citizen, a father and resident. He said that when he brought the issue of his being targeted at an event at the Margaret Morton Center, there were three additional City officials who have targeted him. He said that as a natural born citizen of the country, he knows his rights and doesn't want to be targeted in his own city. Mr. Dukes reminded everyone that the Mayor had spent 9 years in prison and received acceptance after his return to the City, but Mr. Dukes himself had not been welcomed back after serving a 25-year sentence for a murder he did not commit. He is a hip-hop musician and he loves his city.

**Lillie Troy**  
144 Cottage Street  
Bridgeport, CT 06605

Seniors and Homelessness.

Ms. Troy came forward and said that she was there to speak about the deplorable conditions of the administration that would not return a phone call. The City is being sold out to out of city investors. It is a silent epidemic. You can't forget the black and brown residents. White sheets were previously used to cover the racists. Now the white sheet racists wear suits and add to the plight to the poor of this city. They are forcing the poor out of their homes and selling them to Mr. Epstein. Why is the City selling homes to a non-entity like a bank for \$6,000. The kids are out on the streets because there is no money for after school programs. Where is the money from these sales going?

**Derwin Hill**  
60 Waldorf Avenue  
Bridgeport, CT

Parking

Mr. Hill said that it was hard to speak about his issue because of all the more serious issues that have been mentioned earlier. He said that there were issues with parking on Waldorf Avenue. He said that what was happening was that people were swapping parking places so that they looked like they had been moved. It would be helpful if the administration could do something about this because the residents would like to have a place to park.

**Maria Pereira**  
85 Nutmeg Road  
Bridgeport, CT

City Attorney Contract



**City Council Meeting  
February 18, 2020  
City Attorney Contract**

I honestly believe that the City Attorney's Office has and continues to damage the City of Bridgeport's governance and reputation.

The City Attorney's union officers have negotiated a contract which creates a Step 12 which gives EVERY one of its 9 members a \$9,315 raise effective January 1, 2020.

All of you have a highlighted copy of Page 1 of the Tentative Agreement that clearly shows a chart at the top showing a 0% increase for 2018 followed by incremental increases in 2019 - 2022. However, the highlighted language at the bottom of the page clearly states "no employee shall qualify for Step 12 until January 1, 2020" or Year 3.

If you flip the page to the Cost Analysis provided by Nestor, it clearly shows a Step 12 calculation for year two or 2019 which violates the TA Agreement on the front page. No Step 12 Payments are to be made until January 1, 2020. This clearly means that because Year 2 is calculated incorrectly, it should only be showing a 2% increase in Step 11, a domino effect is created; therefore the entire spreadsheet is incorrect because years 3, 4, 5 & the Total Columns are based on Column 1.


If you look at the third table which I created, you can see that a 2% increase has been calculated for Year 2 for both Step 11 and Step 12 as required under the TA which means at the end of December 31, 2019 all 9 City Attorney's salaries, highlighted in the grey box, ended at \$138,938 on Step 11. If this contract is approved, all 9 City Attorneys will receive a raise retroactive to January 1<sup>st</sup> of this year which will increase their salary to \$148,253, highlighted in Year 3 in the grey box, which will cost taxpayers \$109,378 this year alone.

In fact, if we just left Step 11 in place and added another 2.0% increase for year one, it would cost taxpayers about an additional \$30,000 or a total increase of \$137,000 over the length of the 5 year contract. Additional savings would be obtained in reduced MERF and Medicare Contributions. Voting to add a Step 12 payable in years 3, 4 & 5 and adding the Year 2, Step 11 increase is a total increase of \$204,867 to taxpayers, or 40% higher, which does not even include the increased costs in MLRF and Medicare contributions.

Under this contract all nine members of this City Attorney's Union will receive an \$18,784 increase in their salaries over the length of this 5 year contract ending at \$ 155,000 in 2022.

We don't have money for our 20,100 public students, 88% of which are minority; however we have money to give 9 of the highest paid city employees an \$18,784 salary increase over 5 years.

How many Bridgeport residents and taxpayers do you believe would support this?

  
2/18/2020

**ADJOURNMENT**

Council President Nieves adjourned the public speaking at 7:07 p.m.

Respectfully submitted,

Telesco Secretarial Services

City of Bridgeport  
City Council  
Regular Meeting  
February 18, 2020

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**TUESDAY, FEBRUARY 18, 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 7:12 p.m.

**PRAYER**

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

**PLEDGE OF ALLEGIANCE**

Mayor Ganim requested Council Member Roman-Christy lead those present in reciting the Pledge of Allegiance.

**Celebration of Black History Month: Traditional African Dance by Council Member Mary McBride-Lee and a Performance by the Bridgeport Boys Choir.**

Mayor Ganim announced that the Bridgeport Boys Choir would be performing the National Anthem. Following the conclusion of The Star-Spangled Banner, the Choir performed Marching in the Land of Love and We Shall Overcome.

There were numerous requests from the Council Members for a moment of silence in memory of those who had recently passed away including Gennaro Perullo; Phillip Ingram; Adrian Miles and a Newfield Avenue shooting victim.

**ROLL CALL**

The City Clerk called the roll.

130<sup>th</sup> District: Scott Burns, Matthew McCarthy  
131<sup>st</sup> District: Jorge Cruz  
132<sup>nd</sup> District: Marcus Brown, M. Evette Brantley  
133<sup>rd</sup> District: Michael DeFilippo, Jeanette Herron  
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137<sup>th</sup> District: Maria Valle, Aidee Nieves  
138<sup>th</sup> District: Maria Pereira, Samia Suliman  
139<sup>th</sup> District: Ernest Newton, Eneida Martinez

A quorum was present.

**Celebration of Black History Month: Traditional African Dance by Council Member Mary McBride-Lee and a Performance by the Bridgeport Boys Choir CONT'D.**

Council Member McBride-Lee then demonstrated a traditional African Dance for those present.

Mayor Ganim welcomed a number of University of Bridgeport students who were present in the audience to observe the Council meeting.

**Council President Appointment of Special Committee for Community Development Block Grant Program (CDBG).**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO APPOINT THE FOLLOWING MEMBERS OF THE SPECIAL COMMITTEE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM:**

**JEANETTE HERRON, CO-CHAIR; MARY MCBRIDE-LEE, CO-CHAIR;  
ALFREDO CASTILLO, JORGE CRUZ, MATTHEW MCCARTHY,  
MARIA PEREIRA AND SAMIA SULIMAN.**

**\*\* COUNCIL HERRON SECONDED.**

Council Member Martinez requested a Point of Personal Privilege to state that at the last City Council meetings there had been police officers present in the Chambers. As elected officials, the Council Members cannot be without a police officer present at the Council meetings or at Committee meetings.

Council Member Brantley agreed with Council Member Martinez's concerns and noted that the Council Members had been threatened earlier during the meeting.

Council President Nieves said that she had sent an email to the Police Department about having an officer present at the full Council meetings and at the Committee meetings.

Council Member Vizzo-Paniccia said that she had contacted the Police Department in December about this and that she was told that the officers were there when they had available manpower to spare.

Mayor Ganim said that the Council President would be in contact with the Police Department about this.

**\*\* THE MOTION TO APPROVE THE COUNCIL PRESIDENT'S APPOINTMENT OF SPECIAL COMMITTEE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).PASSED UNANIMOUSLY.**

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: February 3, 2020**

**\*\* COUNCIL MEMBER BROWN MOVED THE MINUTES OF FEBRUARY 3, 2020.**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

**\*\* THE MOTION TO APPROVE THE MINUTES OF FEBRUARY 3, 2020 AS SUBMITTED PASSED UNANIMOUSLY.**

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

**44-19 Resolution presented by Council Member(s) Burns and Nieves re: Proposed resolution in Support of the Selection of Sikorsky Airport by the Connecticut Airport Authority (CAA), referred to Economic and Community Development and Environment Committee.**

**45-19 Resolution presented by Council Member(s) Newton, Martinez and Herron re: (Ref. #34-17 & #141-16) Proposed resolution regarding the reversal of the 2017 Amendments to Chapter 3.20 of the Municipal Code of Ordinances – Tax Incentive Development Program, referred to Ordinance Committee.**

**46-19 Resolution presented by Council Member(s) Newton, Martinez and Herron re: (Ref. #35-17 & #142-16) Proposed resolution regarding the reversal of the 2017 Amendments to Chapter 3.24 of the Municipal Code of Ordinances – Affordable Housing Tax Incentive Development Program, referred to Ordinance Committee.**

**47-19 Resolution presented by Council Member(s) Taylor-Moye and Cruz re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section 10.16.070 – Rates and Charges; Grace Period; Prompt Payment Discount; Immobilization; Exemptions, referred to Ordinance Committee.**

**51-19 Resolution presented by Council President Nieves re: Proposed revision necessitated by OPED noncompliance with Item #176-17 authorizing the Urban Enterprise Zone Assessment Deferral for Qualified Development located at 515 West Avenue, referred to Joint Committee on Miscellaneous Matters and Budget and Appropriations.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**48-19 Communication from OPED re: Proposed Program Year 46 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership and Housing Opportunities for Persons with AIDS (HOPWA), referred to Special Committee on Community Development Block Grant.**

**49-19** Communication from OPED re: Proposed Resolution Authorizing the Disposition of 398, 400, 430, 440, 448 and 454 Bunnell Street (the "Redevelopment Properties") within the Seaview Avenue Industrial Park, referred to Economic and Community Development and Environment Committee.

**50-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Darsey Papcun, referred to Miscellaneous Matters Committee.

Mayor Ganim explained that the Council combines the items listed as Resolutions to be Referred to Committee along with the Communications to be Referred to Committee into one vote.

Council Member Pereira requested that Agenda Item 50-19 be removed from the Communications to be Referred list in order to amend the item.

**\*\* COUNCIL MEMBER MARTINEZ MOVED COMBINE AND REFER THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

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

**44-19** RESOLUTION PRESENTED BY COUNCIL MEMBER(S) BURNS AND NIEVES RE: PROPOSED RESOLUTION IN SUPPORT OF THE SELECTION OF SIKORSKY AIRPORT BY THE CONNECTICUT AIRPORT AUTHORITY (CAA), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**45-19** RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NEWTON, MARTINEZ AND HERRON RE: (REF. #34-17 & #141-16) PROPOSED RESOLUTION REGARDING THE REVERSAL OF THE 2017 AMENDMENTS TO CHAPTER 3.20 OF THE MUNICIPAL CODE OF ORDINANCES – TAX INCENTIVE DEVELOPMENT PROGRAM, REFERRED TO ORDINANCE COMMITTEE.

**46-19** RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NEWTON, MARTINEZ AND HERRON RE: (REF. #35-17 & #142-16) PROPOSED RESOLUTION REGARDING THE REVERSAL OF THE 2017 AMENDMENTS TO CHAPTER 3.24 OF THE MUNICIPAL CODE OF ORDINANCES – AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT PROGRAM, REFERRED TO ORDINANCE COMMITTEE.

**47-19** RESOLUTION PRESENTED BY COUNCIL MEMBER(S) TAYLOR-MOYE AND CRUZ RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 10.16 – PARKING, AMEND SECTION 10.16.070 – RATES AND CHARGES; GRACE PERIOD; PROMPT

**PAYMENT DISCOUNT; IMMOBILIZATION; EXEMPTIONS, REFERRED TO ORDINANCE COMMITTEE.**

**51-19 RESOLUTION PRESENTED BY COUNCIL PRESIDENT NIEVES RE: PROPOSED REVISION NECESSITATED BY OPED NONCOMPLIANCE WITH ITEM #176-17 AUTHORIZING THE URBAN ENTERPRISE ZONE ASSESSMENT DEFERRAL FOR QUALIFIED DEVELOPMENT LOCATED AT 515 WEST AVENUE, REFERRED TO JOINT COMMITTEE ON MISCELLANEOUS MATTERS AND BUDGET AND APPROPRIATIONS.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**48-19 COMMUNICATION FROM OPED RE: PROPOSED PROGRAM YEAR 46 ANNUAL ACTION PLAN: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); HOMELESS EMERGENCY SOLUTIONS GRANT (HESG); HOME INVESTMENT PARTNERSHIP AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA), REFERRED TO SPECIAL COMMITTEE ON COMMUNITY DEVELOPMENT BLOCK GRANT.**

**49-19 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE DISPOSITION OF 398, 400, 430, 440, 448 AND 454 BUNNELL STREET (THE "REDEVELOPMENT PROPERTIES") WITHIN THE SEAVIEW AVENUE INDUSTRIAL PARK, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**\*\* COUNCIL MEMBER PEREIRA SECONDED.**

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

**50-19 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Darsey Papcun, referred to Miscellaneous Matters Committee.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER AGENDA ITEM 50-19 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH DARSEY PAPCUN, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that she had received an Executive Summary that violated Council Rule XIII-15 and that the amount listed did not include the best reasonable estimate as to all expenditure and revenue effects. She said that the amount was not acceptable. This rule was consistently violated. Council Member Pereira said that she also wished to know which department's budget the settlement would be charged against. Discussion followed.

**\*\* COUNCIL MEMBER PEREIRA MOVED TO AMEND AGENDA ITEM 50-19 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH DARSEY PAPCUN, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE WITH THE REVISED EXECUTIVE SUMMARY TO BE SUBMITTED ELECTRONICALLY TO THE CITY CLERK'S OFFICE.**

**\*\* COUNCIL MEMBER BROWN SECONDED.**

**\*\* THE MOTION TO AMEND PASSED WITH EIGHTEEN (18) IN FAVOR (MCCARTHY, CRUZ, BROWN, BRANTLEY, DEFILIPPO, HERRON, LYONS, VIZZO-PANICIA, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO-VIGGIANO, CASTILLO, NIEVES, VALLE, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (BURNS).**

Council Member Brantley asked Atty. Anastasi about the reason why the Executive Summary was not following the guidelines. Atty. Anastasi said that there had been internal discussion and that more detail would be forthcoming on future Executive Summaries.

Council Member Cruz said that he agreed with Council Member Pereira and was concerned about the number of lawsuits resulting the actions taken by the police. The taxpayers were the ones who were paying the settlements.

Council Member Pereira said that she had a point of order. She said that the Council Rule III requires the Council to vote on whether to allow Atty. Anastasi to speak. She went on to read the language of the Council Rule to those present.

Council Member McBride-Lee asked why this was an issue when it was simply being referred to Committee. She then requested that the question be moved.

**\*\* THE MOTION TO APPROVE THE REFERRAL OF AGENDA ITEM 50-19 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH DARSEY PAPCUN, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE AS AMENDED PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

**\*42-19 Budget and Appropriations Committee Report re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds.**

**\*27-19 Public Safety and Transportation Committee Report re: Grant Submission: United States Conference of Mayors (USCM) for Dollarwise Innovation Grant (#21320).**

**\*13-19 Contracts Committee Report re: Resolution regarding a Memorandum of Understanding (MOU) with Action for Bridgeport Community Development, Inc. (#20266).**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Pereira said she would like to remove Agenda Item 42-19.

City Clerk Martinez read the remaining items into the record.

**\*\* COUNCIL MEMBER BROWN MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

**\*27-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: UNITED STATES CONFERENCE OF MAYORS (USCM) FOR DOLLARWISE INNOVATION GRANT (#21320).**

**\*13-19 CONTRACTS COMMITTEE REPORT RE: RESOLUTION REGARDING A MEMORANDUM OF UNDERSTANDING (MOU) WITH ACTION FOR BRIDGEPORT COMMUNITY DEVELOPMENT, INC. (#20266).**

**\*\* COUNCIL MEMBER CASTILLO SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

Mayor Ganim spoke brief regarding the fact that the City had received grant funding from the USCM for the last four years.

Council Member Roman-Christy had a question about the grant which Council Member Newton answered for her. He assured her there was no cost to the City.

**42-19 Budget and Appropriations Committee Report re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds.**

**\*\* COUNCIL MEMBER BROWN MOVED THE ITEM.  
\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said the item was to refinance \$45,000,000 in bonds but the Council Members had not received an amortization schedule, information on what the length of the refinancing bond would be or what the cost of the bond counsel fees would be. She referred to Council Rule XIII-15 which requires all the costs be disclosed. She said that she could not vote on an item involving \$45,000,000 without the information that she was entitled to have.

Mr. Ken Flatto came forward to provide the details. He said that the bond rates change daily and that they will not know what the rate will be until they go out for refinancing. Discussion followed on the details of the proposed resolution.

Council Member Pereira said that the Council deserves a simple amortization schedule. Mayor Ganim said that this was to save the taxpayers money. Mr. Flatto said that there has to be savings in order to proceed with the refinancing. Council Member Pereira had several questions about the anticipated percentages stated in the resolution.



Council Member Pereira asked Mr. Flatto if he thought it was fair for the Council to have a simple amortization schedule along with the anticipated length of the bond. Mr. Flatto repeated his earlier statement that there has to be savings in order to proceed with the refinancing.

Council Member Newton said that it was his understanding that the bonds involved were from 2010, 2012, 2014 and 2016. He said that he believed that the only reason that the Finance Department does this is because there are savings to the City and the taxpayers. He asked the Council to support this item.

Council Member Zambrano Viggiano pointed out that when the original bonds were issued, the City was not able to access these lower interest rates. Refinancing the bonds is very similar to refinancing a mortgage on a house. This proposal is to authorize the Finance Department to act on the interest rates. The Committee's approval was based on the opinions of the bond counsel's expertise.

Council Member McBride-Lee agreed with Council Member Newton.

Council Member Lyons thanked Council Member Zambrano Viggiano and Mr. Flatto for their clear explanation.

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

**PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:**

**49-19 Request from OPED to Order a Public Hearing for March 2, 2020 at 7:00 p.m. re: Proposed Resolution Authorizing the Disposition of 398, 400, 430, 440, 448 and 454 Bunnell Street (the "Redevelopment Properties") within the Seaview Avenue Industrial Park.**

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO APPROVE THE REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR MARCH 2, 2020 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING THE DISPOSITION OF 398, 400, 430, 440, 448 AND 454 BUNNELL STREET (THE "REDEVELOPMENT PROPERTIES") WITHIN THE SEAVIEW AVENUE INDUSTRIAL PARK.**

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED ON**

**43-19 Budget and Appropriations Committee Report re: Approval of Additional Capital Project Authorization to the 2020-2024 Capital Plan and Approval of General Obligation Bonds.**

Council Member Pereira said that she would like to divide the question according to Council Rule VI – Amendments and Divisions.

**\*\* COUNCIL MEMBER PEREIRA MOVED TO CONSIDER THE REMINGTON ARMS REMEDIATION FOR \$5 MILLION DOLLARS AS ONE QUESTION AND THE \$2,000,000 FOR PUBLIC FACILITIES ROADWAY PAVING, BRIDGES, CULVERTS, INTERSECTIONS AS A SECOND QUESTION.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Zambrano Viggiano spoke briefly about the Committee discussion.

Council Member Pereira said that the State provides significant funding for brown fields. She asked if the taxpayers would be liable for the remediation. Council Member Pereira said that she would like amortization schedules for the 20 or 30-year bonding and what the terms were for the remediation. Mr. Flatto came forward and gave the details. Discussion followed about the interest percentages over the life of the bond.

Council Member Pereira said she would support the Remington Arms item but was not pleased with the terms.

Council Member Newton said that the City needs to remove the buildings and that the only way things change was from the top down. The East Side and East End taxpayers will be happy to get rid of the building eyesore. They would love to see something else there that would provide jobs.

**\*\* THE MOTION TO APPROVE ADDING THE REMINGTON ARMS REMEDIATION FOR \$5 MILLION DOLLARS TO THE 2020-2024 CAPITAL PLAN PASSED UNANIMOUSLY.**

The discussion then moved to the remaining \$2,000,000 for Public Facilities Roadway Paving, Bridges, Culverts, Intersections

Council Member Pereira said that they should never go out to bond for street paving. This is a terrible investment.

Council Member Newton asked what the City gives the taxpayers in the City. Paving roads may not seem important, but he said that people would be surprised to know how many people thanked him when a street is paved. He said that if the residents were given the choice of putting the cost of the street paving in a bond or not having their street paved, they would choose to bond in order to pave the streets.

Council Member Brown said that this discussion had been held at length at the Committee meeting. He said that the residents pay some of the highest tax rates in the State but have sub-par education and lousy roads. He said that there were people who were living from paycheck to paycheck and hitting a large pothole could put these people in a position where they have to choose between food or repairing the car. Bonding may not be the best practice, but his previous

street has not been paved in 25 years. Council Member Brown asked the Council Members to support this item.

Council Member Lyons said that she agreed with Council Member Brown about the paving. She said that it is a high priority for people. They talk about street paving, education and taxes.

**\*\* THE MOTION TO APPROVE ADDING ROADWAY PAVING, BRIDGES, CULVERTS, INTERSECTIONS FOR \$2,000,000 FOR PAVING TO THE 2020-2024 CAPITAL PLAN PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, CRUZ, BROWN, BRANTLEY, DEFILIPPO, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND FOUR (4) OPPOSED (MCCARTHY, VIZZO-PANICCIA, ZAMBRANO VIGGIANO AND PEREIRA).**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO APPROVE THE BALANCE OF ITEM 43-19, INCLUDING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$12 MILLION.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION TO APPROVE THE BALANCE OF ITEM 43-19, INCLUDING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$12 MILLION PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS MCCARTHY, CRUZ, BROWN, BRANTLEY, DEFILIPPO, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO-VIGGIANO, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (VIZZO-PANICCIA) AND ONE (1) ABSTENTION (PEREIRA).**

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

**\*\* COUNCIL MEMBER HERRON MOVED THE ITEM.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

Council Member Herron pointed out that if the company decided to sever ties with the City, the cost would triple.

Council Member Newton said that this item should be sent to the Board of Education for their review.

**\*\* COUNCIL MEMBER NEWTON MOVED TO AMEND THE MOTION TO INCLUDE "SUBJECT TO APPROVAL BY THE BOARD OF EDUCATION".**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira had several objections regarding the PMA company and noted that the contract has expired in June. Council Member Pereira said that the Council was spending Board of Education money while there was no representation from the Board of Education. This violates State, Federal and City ordinances.

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

**30-19 Contracts Committee Report re: Agreement with AFSCME 1303-272 (City Attorneys) Collective Bargaining Agreement for 2018-2022.**

Council Member Herron said that this three-year contract had been discussed at length.

**\*\* COUNCIL MEMBER HERRON MOVED THE ITEM.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

Council Member Brantley said that she was a member of AFSCME but part of a different unit.

Council Member Pereira said that this was one of the most outrageous contracts she had ever seen in politics. The attorneys are the highest paid in the city. Council Member Pereira went on to review all the figures with those present. She said that she was willing to meet with any constituent that wished to discuss the matter. The teachers and the guidance counselors do not receive these types of benefits. The contract includes paying for the renewal of the law licenses and the City does not pay for the teachers, the social workers and guidance counselors to renew their licenses. She then listed the salaries for attorneys in Greenwich and Stamford before asking what that had to do with the price of coffee in China. When the City creates steps like this, it creates a precedent for every other bargaining unit. She announced that she would not be voting for this.

Council Member Newton said that he was on the Contracts Committee and had previously stated many times that all the Committee can do is vote yes or no on contracts that are presented to them. He added that the time has come for legislation to provide the Contract Committee to sit down with the appropriate groups in order to have some say so in the upcoming negotiations. Council Member Newton went on to speak about expressing the items that they would like to see and things that would be good for the City in previous contracts.

**\*\* COUNCIL MEMBER NEWTON MOVED TO AMEND AGENDA ITEM 30-19 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH AFSCME 1303-272 (CITY ATTORNEYS) COLLECTIVE BARGAINING AGREEMENT FOR 2018-2022 BY ADDING THE FOLLOWING WHEREAS CLAUSE:**

**WHEREAS, THE BRIDGEPORT CITY COUNCIL BELIEVES THAT IF NEW ATTORNEYS ARE BEING HIRED AND [INAUDIBLE] ONE OF THEM SHALL BE ASSIGNED BY THE CITY ATTORNEY UNDER ARTICLE 8 MAYOR'S RIGHTS [INAUDIBLE] RIGHT OF THE CVA TO WORK SOLELY WITH THE BRIDGEPORT CITY COUNCIL IN REGARDS TO LEGAL QUESTIONS AND PROCEDURES CONCERNING BRIDGEPORT CITY COUNCIL BUSINESS.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Newton said that the reason that he was proposing this was due to the type of issues that Council Member Pereira had articulated which are not being addressed. This shows him that it is time for the City Council's Office to appoint one attorney to be solely responsible to the Council.

Council Member Martinez said that she had an issue with this due to the fact that the Council Members do not receive any respect from the City Attorney's Office as representatives and elected officials. There have been excuses and no responses to Council Members' emails. While the Council does not have the power to change the contract, the City Attorneys are not supportive of the Council Member. She went on to list a number of issues such as attorneys retiring and coming back as contract employees that were concerns.

Council Member Pereira said that there were three steps and went on to describe them. She indicated that salary step 12 is post-dated to 2018.

Council Member Valle spoke about the importance of the City Attorney's office and encouraged people to vote in favor of the amendment. She said she had sent an email to the City Attorney's Office regarding guidance on handling an issue but did not receive an answer.

Council Member Lyons said that she had been in AFSCME in the past and that her unit did not get raises or help with negotiations.

**\*\* THE MOTION TO AMEND PASSED UNANIMOUSLY.**

Council Member Pereira requested a roll call vote.

Council Member Brantley noted that the Committee had supported this.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 30-19 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH AFSCME 1303-272 (CITY ATTORNEYS) COLLECTIVE BARGAINING AGREEMENT FOR 2018-2022 AS AMENDED PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, BROWN, BRANTLEY, DEFILIPPO, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO-VIGGIANO, CASTILLO, NIEVES, SULIMAN AND NEWTON) AND FOUR (4) OPPOSED (LYONS, VALLE, PEREIRA AND MARTINEZ).**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA REGARDING REFERRING A PROPOSED RESOLUTION CREATING A PUBLIC HEARING FOR THE CITY COUNCIL TO BE BRIEFED ON THE CURRENT YOUTH DEVELOPMENT PROGRAMMING AND PRACTICES BY THE CITY OF BRIDGEPORT.**

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO REFER A PROPOSED RESOLUTION CREATING A PUBLIC HEARING FOR THE CITY COUNCIL TO BE**

**BRIEFED ON THE CURRENT YOUTH DEVELOPMENT PROGRAMMING AND PRACTICES BY THE CITY OF BRIDGEPORT TO THE EDUCATION COMMITTEE.**

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #52-19)**

Council Member Cruz said that they have started a group to work on the homeless population in the City and was quite disturbed that there was a task force on homelessness and another one on a related issue. Council Member Cruz said that it was important for all the groups to work together on resolving the homeless issues rather than working against one another.

Council Member Cruz said that the group had been started to study this issue and if there were any outside groups working on homelessness that were duplicating the efforts, it becomes very difficult. Their group has been assigned with a specific charge on homelessness. He asked those who might be interested in this issue to join them.

Mayor Ganim thanked Council Member Zambrano Viggiano for her service. Council Member Zambrano Viggiano thanked her Council partner, Council Member Castillo and Council President Nieves for their help along with all the other Council Members. She thanked everyone for the opportunity to serve.

Council Member Lyons said that Council Member Zambrano Viggiano had handled the Budget & Appropriations Committee well.

Council President Nieves said that it was with a heavy heart that they would be saying goodbye to Council Member Zambrano Viggiano. She thanked Council Member Zambrano Viggiano for all she brought to the Council.

**ADJOURNMENT**

**\*\* COUNCIL MEMBER BROWN MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:03 p.m.

Respectfully submitted,

Telesco Secretarial Services



JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**OFFICE OF HOUSING & COMMUNITY DEVELOPMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7221 • Fax (203)332-5611

THOMAS GILL  
Director

GINNE-RAE CLAY  
Deputy Director

TO: Honorable Members of the Bridgeport City Council

FROM: Thomas Gill  
Director of OPED

RE: Program 46 Annual Action Plan  
Community Development Block Grant (CDBG);  
Homeless Emergency Solutions Grant (HESG);  
HOME Investment Partnership; and  
Housing Opportunities for Persons with AIDS (HOPWA)

DATE: February 11, 2020 - For Referral to ~~Economic Development and Community~~  
Development and Environmental Committee on February 18, 2020

*SPECIAL Committee For CDBG*

FO

For the upcoming fiscal year, the U.S. Department of Housing and Urban Development ("HUD") requires the City of Bridgeport to prepare and submit an Annual Action Plan for Program Year 46 which covers the period from July 1, 2020 to June 30, 2021. HUD requires municipalities such as Bridgeport to prepare an Annual Action Plan for the City to apply for and receive funds under the following four (4) formula grant programs: Community Development Block Grants (CDBG), Homeless Emergency Solutions Grant (HESG), Housing Opportunities for Persons with AIDS (HOPWA), and the HOME Investment Partnership Program (HOME). The city has not received official notification from HUD of its annual allocation. At HUD's direction and to meet certain deadlines related to citizen participation; the City Council authorizes the Office of Housing and Community Development to use its 2019-2020 (PY45) allocation as a base, to process requests for funding. Once the city receives its official allocation, the Office of Housing and Community Development is authorized to make even adjustments to all awards as dictated by the official allocation awarded to the city.

The PY 45 Allocation is listed below:

|  |              |
|--|--------------|
| Community Development Block Grant Program  | \$ 3,208,903 |
| Homeless Emergency Solutions Grant Program | \$ 258,173   |
| HOPWA                                      | \$ 958,450   |
| HOME                                       | \$ 1,182,820 |

The City advertised the anticipated availability of funding in December 2019.

Applications were available on January 10, 2020. **Application will be accepted online only.**

The following technical assistance sessions were held:

CDBG

|                             |                     |                          |
|-----------------------------|---------------------|--------------------------|
| Tuesday, January 14, 2020   | 10:00 am - 11:30 am | 999 Broad Street, OPED B |
| Wednesday, January 15, 2020 | 1:00 pm - 2:30 pm   | 999 Broad Street, OPED B |
| Thursday, January 16, 2020  | 10:00 am - 11:30 am | 999 Broad Street, OPED B |

HOPWA/ESG

|                             |                    |                          |
|-----------------------------|--------------------|--------------------------|
| Tuesday, January 21, 2020   | 1:00 pm - 2:30pm   | 999 Broad Street, OPED B |
| Wednesday, January 22, 2020 | 10:00 am - 11:30am | 999 Broad Street, OPED B |

**Program applications were due February 7, 2020.**

The Citizen's Union and the Special Committee on Community Development Block Grant (CDBG) are scheduled to hold two (2) joint public hearings on March 18th and March 19th, 2020 at 5:30 pm at Bridgeport City Hall, 45 Lyon Terrace in the Council Chambers. The Citizens Union is scheduled to deliberate and make recommendations on March 24, 2020. The Special Committee on Community Development Block Grant (CDBG) was appointed by Council President Nieves on Tuesday, February 18, 2020. The Special Committee will deliberate and prepare final recommendation for City Council consideration on March 25, 2020. The staff of the Office of Housing and Community Development will be available at all meetings and hearings to answer questions and to provide additional information and support.

Thank you for your consideration,

Cc: Janene Hawkins, CAO  
Tom Gaudett, Mayor's Office  
Ginne-Rae Clay, HCD  
Anjerice Miller, HCD  
Mark Anastasi, City Attorney



**PROGRAM YEAR 46 ANNUAL ACTION PLAN**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM  
HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, the City of Bridgeport, Connecticut (the "City") is required to prepare and submit to the U.S. Department of Housing and Urban Development ("HUD") an *Annual Action Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate-income persons"; and

WHEREAS, the City of Bridgeport will develop a *Program Year 46 ("PY 46") Annual Action Plan* and anticipates the following allocation of federal funds from the U.S. Department of Housing & Urban Development for FY 2020-2021; and

WHEREAS, the city has not received official notification from HUD of its annual allocation. At HUD's direction and to meet certain deadlines related to citizen participation, the City Council authorizes the Office of Housing and Community Development to use its 2019-2020 (PY45) allocation as a base to process requests for funding. Once the city receives its official allocation, the Office of Housing and Community Development is authorized to make even adjustments to all awards as dictated by the official allocation awarded to the city. The PY 45 allocation is listed below:

|  |              |
|--|--------------|
| Community Development Block Grant Program  | \$ 3,208,903 |
| Homeless Emergency Solutions Grant Program | \$ 258,173   |
| HOPWA                                      | \$ 958,450   |
| HOME                                       | \$ 1,182,820 |

WHEREAS, two joint public hearings are scheduled to be held, by the Citizen's Union and the Special Committee on Community Development Block Grant (CDBG) of the City Council on March 18 and 19, 2020. The Citizen's Union will deliberate and vote on March 24, 2020. The Special Committee on CDBG will deliberate and vote on March 25, 2020. The Special Committee recommendations will be posted for a 15-day public comment period on March 27, 2020 prior to being submitted for a full council consideration. That public comment period will end on April 13, 2020, at noon. The final Annual Action Plan and Resolution is expected to be presented to the full City Council on April 20, 2020; and

WHEREAS, the Bridgeport City Council will vote to accept the *PY 46 Annual Action Plan*, when submitted, as part of the City's *Five Year 2020-2025 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive funds under the following four formula grant programs: Community Development Block Grant ("CDBG") Program; HOME Investment Partnerships ("HOME") Program; the Homeless Emergency Solutions Grant ("HESG") Program and the Housing Opportunities for Persons with AIDS ("HOPWA") Program; and

Now, therefore be it

RESOLVED, that the Mayor of the City of Bridgeport, and/or his designees, the Director or the Deputy Director of the Office of Planning and Economic Development, is/are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Block Grant Program, Homeless Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with AIDS Program and to present to HUD for approval.

PY 46 Funding Requests and Allocations  
CDBG, HESG, HOPWA and HOME

2/11/2020

|     | Agency Name   | PY 46 Request | PY46 Citizen's Union Recommendation | PY46 City Council Approval |
|-----|---|---------------|-------------------------------------|----------------------------|
| 035 | Access Educational Services- ACCESS STEM  | \$ 40,000.00  |                                     |                            |
| 027 | Applied Behavior Rehabilitation Institute,Inc -Homes For The Brave  | \$ 54,912.00  |                                     |                            |
| 067 | Bernard Buddy Jordan Foundation-Brothers Table Mentoring  | \$ 50,000.00  |                                     |                            |
| 058 | Bridgeport Caribe Youth Leaders- Building Today's Youth...Tomorrow's Leaders<br>Bridgeport Neighborhood Trust- Empowerment Resource Academy Financial Literacy<br>Program | \$ 50,000.00  |                                     |                            |
| 025 | Bridgeport Organization for Youth Sports,Inc.(BOYS)-The SYMMI Academy Summer Camp and<br>After School Program   | \$ 20,000.00  |                                     |                            |
| 058 | After School Program  | \$ 25,000.00  |                                     |                            |
| 059 | Cardinal Shehan Center-Counselor in Training Program(CIT) Job readiness Program   | \$ 20,000.00  |                                     |                            |
| 056 | Career Resources-STRIVE Bridgeport  | \$ 10,000.00  |                                     |                            |
| 030 | Center for Family Justice-Camp HOPE for Bridgeport Impacted by Violence   | \$ 50,000.00  |                                     |                            |
| 040 | Central Connecticut Coast YMCA- Ralphola Taylor Community Center  | \$ 35,000.00  |                                     |                            |
| 012 | Central Connecticut Coast YMCA- South End Community Center  | \$ 20,000.00  |                                     |                            |
| 003 | Children in Placement- Court Appointed Volunteer Guardian ad Litem for Bridgeport   | \$ 40,000.00  |                                     |                            |
| 020 | COB: Bridgeport Fire Dept- Free Smoke Alarm Program   | \$ 75,000.00  |                                     |                            |
| 013 | COB: Dept of Social Services- Utility Shut-Off Protection   | \$ 45,000.00  |                                     |                            |
| 002 | COB: Dept of Youth Services-YSB Match   | \$ 50,000.00  |                                     |                            |
| 063 | COB: Dept on Aging- Senior Citizens Program   | \$ 26,960.00  |                                     |                            |
| 044 | COB: Mayor's Initiative for Reentry Affairs (MIRA)  | \$ 187,912.00 |                                     |                            |
| 070 | COB: OPED Mayor's Conservation Corps  | \$ 80,000.00  |                                     |                            |
| 029 | COB: Police CT Against Violence (CAV)-Citywide CAV Youth Project  | \$ 75,000.00  |                                     |                            |
| 008 | COB: Public Facilities- East Side Senior Center- Rental   | \$ 56,000.00  |                                     |                            |
| 018 | COB: Public Facilities- North End Progressive Senior Summer Program   | \$ 20,000.00  |                                     |                            |
| 055 | COB: Public Facilities-East Side Senior Center-ESSC Project   | \$ 8,500.00   |                                     |                            |
| 068 | Connecticut Food Bank Inc- Bridgeport Mobile Pantry   | \$ 20,000.00  |                                     |                            |
| 001 | Connecticut Institute for Refugees and Immigrants(CIRI)- Mentoring Program  | \$ 10,000.00  |                                     |                            |
| 060 | Downtown Cabaret Theatre of Bridgeport- LMI School Free Ticket  | \$ 57,600.00  |                                     |                            |
| 061 | EnterChange Ministries Inc- The Care Project  | \$ 38,940.00  |                                     |                            |
| 017 | Greater Bridgeport Symphony Society: In-School Concert Program  | \$ 24,870.00  |                                     |                            |
| 073 | Greater Bridgeport Symphony Society:GBS Outreach to the Elderly   | \$ 12,000.00  |                                     |                            |
| 023 | Green Village Initiative,Inc- Cultivating Healthy Eating at Schools   | \$ 20,000.00  |                                     |                            |
| 062 | Groundwork Bridgeport Inc- Urban Fellows  | \$ 53,135.00  |                                     |                            |
| 003 | Hall Neighborhood House- Senior Center Recreation   | \$ 3,769.00   |                                     |                            |

PY 46 Funding Requests and Allocations  
CDBG, HESG, HOPWA and HOME

2/11/2020

|     | Agency Name  | PY 46 Request   | PY46 Citizen's Union Recommendation | PY46 City Council Approval |
|-----|--|-----------------|-------------------------------------|----------------------------|
| 072 | Hall Neighborhood House-Early Childhood Environment  | \$ 35,095.00    |                                     |                            |
| 074 | Hall Neighborhood House-Youth Fitness Recreation   | \$ 2,767.00     |                                     |                            |
| 004 | Klein Memorial Auditorium Foundation   | \$ 32,000.00    |                                     |                            |
| 007 | Liberation Programs -Liberation Healthy Living Initiative  | \$ 29,528.00    |                                     |                            |
| 014 | LR Legacy Corporation-it Takes a Village Initiative  | \$ 2,500,000.00 |                                     |                            |
| 026 | McGivney Community Center-After School Program   | \$ 20,000.00    |                                     |                            |
| 029 | Neighborhood Studios of Fairfield County-Arts Regardless   | \$ 7,500.00     |                                     |                            |
| 031 | New Reach -New Reach Stable Families Program   | \$ 25,000.00    |                                     |                            |
| 036 | Nourish Bridgeport- Bridgeport Farmers Market Collaborative  | \$ 15,000.00    |                                     |                            |
| 039 | Nourish Bridgeport -Empowerment Programs   | \$ 30,000.00    |                                     |                            |
| 041 | Ortiz Boxing Gym, LLC-Ortiz Boxing   | \$ 100,000.00   |                                     |                            |
| 043 | Park City Initiative Corporation-Resource Advocacy-Transportation Program                                    | \$ 66,942.50    |                                     |                            |
| 048 | Puerto Rican Parade of Fairfield County-Washington Park/PRPFC Cultural Enrichment Inter-relationship Project | \$ 5,000.00     |                                     |                            |
| 050 | Sickel Cell Disease Association of America, Southern CT  | \$ 35,000.00    |                                     |                            |
| 052 | St. Mathew Baptist Church-Reentry Initiative   | \$ 30,000.00    |                                     |                            |
| 064 | Summerfield Methodist Church-Youth with a Mission Program  | \$ 100,000.00   |                                     |                            |
| 075 | The Boys Club & Girls Club of Bridgeport Inc- Project Learn  | \$ 116,552.40   |                                     |                            |
| 066 | The Council to Churches of Greater Bridgeport-FEED:JOB Skills Training                                       | \$ 45,000.00    |                                     |                            |
| 071 | The Village Initiative Project-VIP College Prep Program Tours  | \$ 65,000.00    |                                     |                            |
| 065 | Today's Students Tomorrow's Teachers-The Bridgeport TSTT Pre-Collegiate Teacher Preparation Program          | \$ 20,000.00    |                                     |                            |
| 047 | WeCare Community Center,Inc- WeCare at Trumbull Gardens Multipurpose Center                                  | \$ 131,540.87   |                                     |                            |
|     | Public Service Total Requests  | \$ 4,691,523.77 |                                     |                            |
|     | Total Public Service Funds are capped at 15% of total CDBG allocation  | \$ 485,617.20   | \$0.00                              | \$0.00                     |
|     | <b>CDBG - Public Facilities</b>  |                 |                                     |                            |
| 051 | Bridgeport Community Land Trust  | \$ 20,000.00    |                                     |                            |
| 037 | Bridgeport Fire Department-Fire Truck Replacement  | \$ 540,000.00   |                                     |                            |
| 009 | Bridgeport Fire Department-Personal Protective Equipment   | \$ 61,000.00    |                                     |                            |
| 034 | Cardinal Shehan Center-Facility Upgrade and Renovations  | \$ 368,500.00   |                                     |                            |
| 011 | COB OPED- Beauty Bridgeport  | \$ 30,000.00    |                                     |                            |
| 019 | COB OPED- Park City Picking It Up  | \$ 20,000.00    |                                     |                            |
| 045 | COB PF-Concrete Sidewalk Installation-Roberto Clemente Housing Redevelopment Block                           | \$ 200,000.00   |                                     |                            |

PY 46 Funding Requests and Allocations  
CDBG, HESG, HOPWA and HOME

|     | Agency Name   | PY 46 Request   | PY46 Citizen's Union Recommendation | PY46 City Council Approval |
|-----|---|-----------------|-------------------------------------|----------------------------|
| 033 | COB-OPED NRZ -NRZ Projects  | \$ 400,000.00   |                                     |                            |
| 069 | Connecticut Institute for Refugees and Immigrants(CIRI)- Bridgeport Headquarters Plumbing Repair  | \$ 15,000.00    |                                     |                            |
| 042 | Downtown Special Services District-Colorful Bpt Downtown Open Space Beautification and Activation | \$ 30,000.00    |                                     |                            |
| 076 | Hall Neighborhood House-Secure & Safe Entrance Improvements                                       | \$ 8,980.00     |                                     |                            |
| 020 | Liberations Program Inc- Pelletier Wellness Center Community Room                                 | \$ 100,000.00   |                                     |                            |
| 038 | McGivney Community Center- Facility Upgrades  | \$ 247,683.00   |                                     |                            |
| 055 | Mount Aery Baptist Church Mount Aery Development Corporation                                      | \$ 75,000.00    |                                     |                            |
| 032 | The Boys Club & Girls Club of Bridgeport Inc- Building Renovations                                | \$ 750,000.00   |                                     |                            |
|     | Public Facilities Total Requests  | \$ 2,866,163.00 | -                                   | -                          |
|     | Public Facilities Funds Awarded   |                 | \$0.00                              | \$0.00                     |
|     | <b>CDBG - Housing</b>   |                 |                                     |                            |
| 022 | COB: Bridgeport Lead Free Families - Match to Lead Poison Prevention Grant                        | \$ 25,000.00    |                                     |                            |
|     | COB: OPED/HCD Homeowner Rehab   | \$ 100,000.00   |                                     |                            |
|     | COB: OPED/HCD Housing Delivery Costs  | \$ 175,000.00   |                                     |                            |
| 006 | Columbus Commons Condominium Associations-Siding Project  | \$ 185,000.00   |                                     |                            |
| 015 | Continuum of Care Inc- Renovations to Bridgeport Crisis Center                                    | \$ 50,000.00    |                                     |                            |
| 053 | LR Legacy Corporation-Park City Restart Initiative  | \$ 500,000.00   |                                     |                            |
| 025 | Second Stone Ridge Cooperative Corp- Roof Rehabilitation at Second Stone Ridge Cooperative        | \$ 600,000.00   |                                     |                            |
| 016 | Third Stone Ridge Cooperative, Inc- Heating System/Boiler Replacements                            | \$ 340,000.00   |                                     |                            |
| 047 | Urban Synergy in Action LLC-Multi-Unit Affordable Housing   | \$ 350,000.00   |                                     |                            |
|     | Housing Total Requests  | \$ 2,325,000.00 | -                                   | -                          |
|     | Housing Funds Awarded   |                 | \$0.00                              | \$0.00                     |
|     | <b>CDBG - Economic Development</b>  |                 |                                     |                            |
| 049 | Bridgeport Arts + Cultural Council Inc (BACC) Project Main Street                                 | \$ 95,000.00    |                                     |                            |
|     | Economic Development Total Requests   | \$ 95,000.00    |                                     |                            |
|     | Total Economic Development Funds Awarded  |                 | \$0.00                              | \$0.00                     |
|     | Total Public Facilities/Housing/Econ. Development Requested                                       | \$ 5,286,163.00 |                                     |                            |
|     | Total Public Facilities/Housing/Econ. Development Available for Allocation                        | \$ 2,104,341.20 | \$0.00                              | \$0.00                     |
|     | **Total Reprogramming Amount Available for PF/Housing (estimate)                                  |                 | -                                   |                            |
|     | <b>Section 108 - pending final payment acknowledgment</b>   |                 |                                     |                            |
|     | <b>CDBG - Planning/Administration</b>   |                 |                                     |                            |
|     | Administration  | \$ 647,489.60   | \$647,489.60                        | \$647,489.60               |

PY 46 Funding Requests and Allocations  
 CDBG, HESG, HOPWA and HOME

|     | Agency Name   | PY 46 Request | PY46 Citizen's Union Recommendation | PY46 City Council Approval |
|-----|---|---------------|-------------------------------------|----------------------------|
|     | Total Admin Funds Awarded   | -             |                                     | \$647,489.60               |
|     | Total CDBG Funding Awarded  |               |                                     | \$2,589,958.40             |
|     | Total CDBG ADMIN  |               |                                     | \$ 647,489.60              |
|     | To Be Awarded   |               |                                     |                            |
|     | Total CDBG Allocation   |               |                                     | \$3,237,448.00             |
|     | <b>HESG - Emergency Solutions Grant</b>                             |               |                                     |                            |
|     | Street Outreach   |               |                                     |                            |
| 200 | Total Street Outreach Awarded                                       | -             | \$0.00                              | \$0.00                     |
|     | Emergency Shelter   |               |                                     |                            |
| 201 | GBAPP-Housing Plus-Transitional Living Program                      | \$ 39,185.00  |                                     |                            |
| 202 | Central CT Coast YMCA - Alpha Comm. Services Families in Transition | \$ 75,000.00  |                                     |                            |
|     | Total Emergency Shelter Awarded                                     | \$ 114,185.00 | \$0.00                              | \$0.00                     |
|     | HMIS  |               |                                     |                            |
|     | CT Coalition  | \$ 25,000.00  |                                     |                            |
|     | Total HMIS Awarded  | \$ 25,000.00  | \$0.00                              | \$0.00                     |
|     | Homeless Prevention   |               |                                     |                            |
| 203 | City of Bpt-Social Services Dept- Emergency Rental Assist. Prog.    | \$ 70,000.00  |                                     |                            |
| 204 | Supportive Housing Works - Bpt. Homeless Prevention Fund            | \$ 30,000.00  |                                     |                            |
| 205 | Action for Bridgeport Community Development-Emergency Rental Asst.  | \$ 50,000.00  |                                     |                            |
| 206 | Action for Bridgeport Community Development-Emergency UtilityAsst.  | \$ 30,000.00  |                                     |                            |
| 207 | New Reach- Stable Families Program                                  | \$ 25,000.00  |                                     |                            |
|     | Total Homeless Prevention Awarded                                   | \$ 205,000.00 | \$0.00                              | \$0.00                     |
|     | Rapid Rehousing   |               |                                     |                            |
| 208 | United Way of Coastal Ffid County - Bpt. Rapid Rehousing            | \$ 100,000.00 |                                     |                            |
| 209 |   | \$ 100,000.00 | \$0.00                              | \$0.00                     |
|     | Total HP/RR Requests Received                                       | \$ -          |                                     |                            |
|     | HP/RR Available (35% of total after admin)                          | \$ -          |                                     |                            |
|     | Total HESG Awarded  | \$ -          | \$0.00                              | \$0.00                     |
|     | Administrative (.75% a of allocation)                               | \$ -          |                                     |                            |
|     | Total HESG Funding Allocation                                       | -             |                                     | \$ 272,282.00              |
|     | <b>HOPWA - Housing Opportunities for People With HIV/AIDS</b>       |               |                                     |                            |





Comm.# 49-19 Referred to ECD & Environment Committee on 02/18/2020.

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

JOSEPH P. GANIM  
Mayor

THOMAS F. GILL  
Director

WILLIAM J. COLEMAN  
Deputy Director

February 12, 2020


City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: Authorization to Transfer Properties Within Seaview Avenue Industrial Park

Dear City Clerk and Honorable Members of the City Council:

OPED seeks Council authorization to transfer certain properties within the Seaview Avenue Industrial Park through its designated development agency, the Bridgeport Economic Development Corporation, so as to allow for the new construction of an approximately 10,000 sf facility for Nano Technologies and so as to allow for expansion space for the McBride Electric Corporation. OPED would also request a public hearing relevant to the same. This is for referral to the ECDE Committee. Thank you.

Truly Yours,

  
Bill Coleman  
Deputy Director

C: Thomas Gill, Director



**A Resolution by the Bridgeport City Council Authorizing the Disposition of  
398, 400, 430, 440, 448, and 454 Bunnell Street (the "Redevelopment Properties"  
within the Seaview Avenue Industrial Park**

**WHEREAS**, pursuant to a series of resolutions passed on 10/4/1999, 10/16/2000, 4/2/2001, and 6/21/2004, the Bridgeport City Council has authorized the following specific actions:

The Approval of the Municipal Development Plan for the East Side/East End Area in and around the area bounded by Seaview Avenue, Crescent Avenue, Central Avenue and Williston Street (the "MDP");

The designation of the Bridgeport Economic Development Corporation ("BEDCO") as the City's Development Agency for implementing all project activities within the MDP area including the securing of funding, the planning and development of real property improvements, the acquisition of real property, the remediation of environmentally damaged properties, the sale of real property for purposes of industrial and commercial retention and expansion, all in a manner consistent with Connecticut General Statutes Chapter 132 of Title 8, governing the implementation of Municipal Development Projects;

The development of the Seaview Avenue Industrial Park (the "SAIP") as the central project activity within the MDP Area, with the specific goal of fostering commercial and industrial growth within the MDP; and

**WHEREAS**, as part of the implementation of the MDP, the Redevelopment Properties were acquired, cleared, and underwent significant environmental remediation where necessary; and

**WHEREAS**, with the proceeds from such sale to remain with BEDCO in support of its continued activities in implementing the MDP and the SAIP, including property re-subdivision, environmental compliance, and demolition, as governed by State of Connecticut Department of Economic Development Assistance Agreements and Budgets relevant to the use of sales proceeds, and all as consistent with BEDCO's obligations as the City's Designated Development Agent for the MDP; and

**WHEREAS**, BEDCO, in consultation with the City's Office of Planning and Economic Development ("OPED") has identified suitable companies to acquire and develop the remaining available properties in accordance the goals of the Municipal Development Plan; and

**WHEREAS**, BEDCO has requested that OPED seek City Council authorization to allow BEDCO to sell the following four (4) parcels: 430 Bunnell Street; 440 Bunnell Street; 448 Bunnell Street; and 454 Bunnell Street, to **Nano Solutions, LLC**, or a commonly owned entity, for the purpose of constructing a manufacturing building of 10,000 square feet or more; and

**WHEREAS**, the development site comprised of the aforementioned parcels was appraised at \$120,000 in December 2019; and

**WHEREAS**, City Council action No. 100-16 previously authorized the sale of approximately 1.15 acres within the SAIP Municipal Development Plan to **WC McBride Electrical Contractors, LLC**, or a commonly owned entity, a sale that was consummated in 2018; and

**WHEREAS**, BEDCO has requested that OPED seek City Council authorization to allow BEDCO to sell the following two (2) parcels: 398 Bunnell Street; and 400 Bunnell Street to **WC McBride Electrical Contractors, LLC**, or a commonly owned entity, for the purpose of providing additional parking, landscaping, or expansion space for the 13,000 square foot building it has already received Planning & Zoning approval to construct; and

**WHEREAS**, the sale of the aforementioned parcels would be for \$20,300, the same price per acre as the proposed sale of the other Bunnell Street parcels referenced in this resolution; and

**WHEREAS**, the City's Office of Planning and Economic Development ("OPED") wishes to see the Properties move into private ownership, developed, and become tax-producing.

**NOW THEREFORE BE IT RESOLVED**, that the Director of OPED or his Designee is authorized, in a manner consistent with the purposes expressed in this resolution, to take all necessary actions and to do any and all necessary and appropriate things in furtherance of the objectives of this resolution.

**BE IT FURTHER RESOLVED** that BEDCO is authorized as the City's Development Agency for the MDP to sell the Redevelopment Properties in a manner consistent with the purposes expressed in this resolution.



Union Ave

Central Ave

Bunnell St

Withiston St

Nano Solutions 10,000 SqFt Building

McBride Electric Expansion

1240

861

480

410

412

416

417

416

397

105

91

81

469

461

904

1170

785

1168

94



Truvin  
of Seattle  
Church



CENTRAL AVE

Central Ave

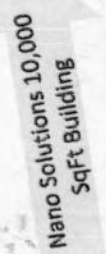
|      |      |      |      |      |      |
|------|------|------|------|------|------|
| 1271 | 1251 | 1239 | 1231 | 1217 | 1209 |
|------|------|------|------|------|------|

WILKINSON ST

480

|     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 454 | 448 | 440 | 430 | 416 | 412 | 400 | 398 |
|-----|-----|-----|-----|-----|-----|-----|-----|

HUNNELL ST Bunnell St



ORISCENT AVE

Crescent Avenue Ave

Seaview Ave

WILKINSON ST

SEAVIEW AVE

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. Kaszak, Jr.  
Bruce L. Levin  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Tyisha S. Toms  
Lisa R. Trachtenburg



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

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

January 31, 2020

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

**Re: Proposed Settlement of Pending Litigation in the Matter of  
Darsey Papcun v. City of Bridgeport, Docket No. FBT-CV-18-6078863-S**

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>    |
|------------------|------------------------|--|-------------------------|
| Darsey Papcun    | Personal Injury        | Louis M. Rubano, Esq.<br>Weber & Rubano, LLC<br>401 Center Street<br>Wallingford, CT 06492 | <b>OVER \$20,000.00</b> |

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  
Eroll V. Skyers, Esq.  
Mark T. Anastasi, Esq.  
Amanda Keppler, Paralegal

RECEIVED  
CITY CLERK'S OFFICE  
20 FEB 13 AM 10:50



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

**Log ID/Item Number:** 44-19  
**Submitted by Councilmember(s):** Scott Burns Aidee Nieves  
**Co-Sponsors(s):** Choose an item: Choose an item: Choose an item: Choose an item:  
**District:** 130TH & 137TH  
**Subject:** City Council endorsement of Selection of Sikorsky Airport by CAA  
**Referred to:** ECD and Environment Committee  
**City Council Date:** February 18, 2020

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

Whereas, in accordance with CT2030 Transportation Plan and the powers invested in the Connecticut Airport Authority (CAA), the state of CT needs an airport to support Bradley International in south-central CT; and

Whereas, geographically, Sikorsky Airport fills a critical gap in linking western New Haven County, the Valley, and all of Fairfield County; and further fills a critical airport gap between NYC airports and Bradley Airport; and

Whereas, in accordance to PlanBridgeport, the city's ten-year vision for growth, the upgrade of Sikorsky helps fulfill the vision of Bridgeport as a regional hub of economic activity; and

Whereas, the neighboring communities of Bridgeport and Stratford strive to grow each other's economic base in tandem, to the benefit of residential taxpayers and the aspirations of local business enterprises; and

Whereas, Governor Ned Lamont has spoken forcefully in support of regionalization efforts, the selection of Sikorsky would greatly further that goal; and

Whereas, Governor Ned Lamont has spoken forcefully in support of supporting CT's urban centers;

Therefore, the Bridgeport City Council hereby offers its full-throated support for the selection of Sikorsky Airport by the CAA to be upgraded with all due and prudent haste.

RECEIVED  
CITY CLERK'S OFFICE  
20 FEB 12 AM 11:35



# 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 |                     |
| Choose an item |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |

## SECTION IV PUBLIC HEARING INFORMATION

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

## 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)





# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE

20 FEB 12 AM 10:24

ATTEST \_\_\_\_\_

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

|                                |   |                 |                 |
|--------------------------------|---|-----------------|-----------------|
| Log ID/Item Number:            | 45-19 ( Ref. 34-17 & 141-16)  |                 |                 |
| Submitted by Councilmember(s): | Ernest E. Newton Eneida L. Martinez   |                 |                 |
| Co-Sponsors(s):                | Jeanette Herron   | Choose an item. | Choose an item. |
| District:                      | 139TH   |                 |                 |
| Subject:                       | Proposed Resolution to Reverse the 2017 Amendments to Chapter 3.20 of the Municipal Code – Tax Incentive Development Program. |                 |                 |
| Referred to:                   | Ordinance Committee   |                 |                 |
| City Council Date:             | February 18, 2020   |                 |                 |

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, as one of its last acts the 2015-2017 Bridgeport City Council on October 16, 2017 gave approval to Item I4I-I6 and amended Chapter 3.20 of the Municipal Code – Tax Incentive Development Program; and

WHEREAS, the changes introduced into Chapter 3.20 of the Municipal Code - Tax Incentive Development Program on October 16, 2017 removed the Bridgeport City Council from a crucial legislative oversight role in the Tax Incentive Development Program approval process; and

WHEREAS, by amending Chapter 3.20 of the Municipal Code – Tax Incentive Development Program the previous City Council improperly delegated legislative responsibilities for protecting this city's taxpayers to the executive branch; and

WHEREAS, on January 16, 2018 Councilmembers Newton and Martinez introduced Item 34-17 calling for the changes to Chapter 3.20 of the Municipal Code - Tax Incentive Development Program be repealed and the original language to be re-enacted; and

WHEREAS, Councilmember Newton decided to adopt a wait and see approach to repealing the October 16, 2017 amendments to Chapter 3.20 of the Municipal Code - Tax Incentive Development Program while Item 34-17 was still in the Ordinance Committee and withdrew the Item 34-17 for the time being; and

WHEREAS, it continues to be shown that the October 16, 2017 revisions to Chapter 3.20 of the Municipal Code – Tax Incentive Development Program prevent the City Council from effective legislative oversight and hinder its responsibility to protect the taxpayers of Bridgeport; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the City Attorney provide the City Council guidance on the process needed to reverse or repeal the most recent amendments to Chapter 3.20 of the Municipal Code – Tax Incentive Development Program including the drafting of any language in the format necessary to reverse or repeal the changes made to Chapter 3.20 of the Municipal Code -Tax Incentive Development Program on October 16, 2017 and the process and language necessary to re-enact the previous language.

### ATTACHMENTS

Item 34-17; Item I4I-I6 and Chapter 3.20 of the Municipal Code -Tax Incentive Development Program



## 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 |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |

### SECTION IV PUBLIC HEARING INFORMATION

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

### 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

|                                    |  |
|------------------------------------|--|
| <b>City Council Approval Date:</b> |  |
|------------------------------------|--|

### SECTION IX COMMENTS (if any)



CITY CLERK'S OFFICE  
19 MAY 30 AM 10:33

Ernest E. Newton II  
Bridgeport City Council Member  
139<sup>th</sup> District

May 30, 2019

Dear City Clerk's Office:

As stated at the at the Ordinance Committee Meeting on May 29, 2019 I withdraw the following submission, **Item #34-17 (Ref. #141-16)**.

Sincerely,

*Ernest E. Newton II*

Ernest E. Newton II  
Co-Chair Committee on Contracts  
Co-Chair Committee for Community Development Block Grant  
Member Committee on Ordinances  
Member Committee on Public Safety and Transportation  
Council Liaison to Water Pollution Control Authority  
Cell Phone: (475) 225-6769  
Email: [Ernest.Newton@bridgeportct.gov](mailto:Ernest.Newton@bridgeportct.gov)



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
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18 JAN -9 AM 9:24

ATTEST \_\_\_\_\_

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

|                                |   |                |                |
|--------------------------------|---|----------------|----------------|
| Log ID/Item Number:            | 34-17 (Ref. #141-16)  |                |                |
| Submitted by Councilmember(s): | Ernest E. Newton  |                |                |
| Co-Sponsors(s):                | Eneida L. Martinez  | Choose an item | Choose an item |
| District:                      | 139TH   |                |                |
| Subject:                       | Reversing the 2017 Amendments to Chapter 3.20 of the Municipal Code – Tax Incentive Development Program |                |                |
| Referred to:                   | Ordinance Committee   |                |                |
| City Council Date:             | January 16, 2018  |                |                |

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, as one of its last acts the 2015-2017 Bridgeport City Council on October 16, 2017 gave approval to Item 141-16 and amended Chapter 3.20 of the Municipal Code - Tax Incentive Development Program; and

**WHEREAS**, the changes introduced into Chapter 3.20 of the Municipal Code - Tax Incentive Development Program on October 16, 2017 removed the Bridgeport City Council from a crucial legislative oversight role in the Tax Incentive Development Program approval process; and

**WHEREAS**, by amending Chapter 3.20 of the Municipal Code – Tax Incentive Development Program the previous City Council improperly delegated its legislative responsibilities for protecting this city’s tax payers to the executive branch; and

**NOW, THEREFORE BE IT RESOLVED** by the Bridgeport City Council that the City Attorney provide the City Council with guidance on the process it needs to go through to reverse or repeal the most recent amendments to Chapter 3.20 of the Municipal Code – Tax Incentive Development Program including the drafting of any language in the format necessary to reverse or repeal the changes made to Chapter 3.20 of the Municipal Code -Tax Incentive Development Program on October 16, 2017.

Attached:

Item 141-16 and Chapter 3.20 of the Municipal Code -Tax Incentive Development Program



# 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 |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |

## SECTION IV PUBLIC HEARING INFORMATION

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

## 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)

Chapter 3.20 - TAX INCENTIVE DEVELOPMENT PROGRAM

**Sections:**

3.20.010 - Established.

Pursuant to Connecticut General Statutes as amended ("Statutes"), including but not limited to Section 7-480, et seq., the Connecticut City and Town Development Act and more specifically, Section 7-498 of that Act; Section 12-65b; and Section 32-70, et seq., the Enterprise Zones Act, more specifically Section 32-71(e) of that act; the ordinance codified in this chapter establishes a tax incentive development program for the city.

(Ord. dated 10/15/90 (part): prior code § 24-170)

(Ord. dated 10/16/17)

3.20.020 - Program administration.

- A. Except for the establishment of property assessments as governed by the statutes of the state of Connecticut and the charter and ordinances of the city, the director of the office of planning and economic development (OPED) shall administer this tax incentive program.
- B. The attached policies and procedures, dated September 13, 2017 and entitled "Exhibit A - OPED - Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy," (the "Policy") are hereby adopted and approved by the City Council.

(Ord. dated 10/15/90 (part): prior code § 24-171)

(Ord. dated 10/16/17)

3.20.030 - Eligibility criteria.

- A. Projects eligible for assistance under this chapter shall be for one of the following uses: office; retail; manufacturing; industrial; residential, if for rental use or low and moderate income (as defined by U.S. Dept. of H.U.D.) owner occupied units; transient residential, hotel/motel; warehousing, storage or distribution; and multilevel parking structures.
- B. Projects pursuant to Section 7-498 and 12-65b of the Statutes must have a minimum of three million dollars (\$3,000,000.00) in estimated costs of construction or rehabilitation, excluding the costs of real property acquisition.
- C. Projects pursuant to Section 32-71(e) of the Statutes within the enterprise zone as defined in ordinances of the city must have a minimum of one million dollars (\$1,000,000.00) in estimated costs of construction, rehabilitation and/or machinery and equipment, excluding the costs of real property acquisition.
- D. For purposes of this chapter, a project shall further be defined as being a property or group of adjacent properties for which an applicant:
  - 1. Has a plan of development compatible with the city's master plan;
  - 2. Can show ownership or an option to own the property(ies) to accomplish the goals of the project plan; and
  - 3. Can meet the time-to-construct standards of Section 3.20.060.B.

- E. Developers or program participants seeking any benefit, part or whole, under the provisions of this chapter must show full inclusion of minority representation in the procurement of development contracts pursuant to each project seeking benefit (i.e., blacks, Hispanics and women).
- F. Developers or program participants in the tax incentive development program shall undertake affirmative action measures designed to eliminate any discriminating barriers in the terms and conditions of employment on the grounds of race, color, creed, national origin, ancestry or sex. Developers or program participants shall take affirmative action to involve minority contractors in the construction of projects receiving property tax incentives pursuant to this chapter. Program participants and/or their general contractors shall notify appropriate minority trade publications and minority contractors associations of the subcontract opportunities. Program participants and/or their general contractors shall retain documentation of these notification attempts.
- G. In the event twenty (20) percent of the dollar value of total constructions costs is not awarded to minority- or women-owned contracting businesses, program participants and/or their general contractors shall be required to demonstrate that an extensive search for minority contractors has taken place for those elements of the project which have already been contracted. This chapter will apply in the absence of an affirmative action clause not already included by any of the following financing sources: U.S. Department of Housing and Urban Development, Connecticut Housing Finance Authority, State of Connecticut Department of Housing and the city of Bridgeport.
- H. Waivers. Developers and/or program participants may receive waivers to the twenty (20) percent set-aside goal if they can demonstrate through documentation of any of the following:
  - 1. The unavailability of certified disadvantaged business enterprises and/or women business enterprises to perform the subcontracting work required under the contract;
  - 2. That prices submitted by all available and certified disadvantaged business enterprises or women business enterprises exceed those submitted by nondisadvantaged business enterprises and women business enterprises, and that such excessive price is not the result of present effect or discrimination;
  - 3. That it is economically or otherwise impractical for the contractor to break down the contract into subcontracts that would meet the set-aside goals; or
  - 4. That the needed goods and services can only be provided by one source which is not a disadvantaged business enterprise or women business enterprise.

Initial waiver decisions will be made by the contract compliance officer and affirmative action officer subject to appeal to the common council.

(Ord. dated 5/6/91; Ord. dated 10/15/90 (part): prior code § 24-172)

( Ord. dated 4/1/13 ; Ord. dated 10/16/17 )

### 3.20.040 - Economic justification.

- A. OPED shall subject all requests for assistance under this chapter to an economic pro forma analysis that will include, but not be limited to, the following factors: average construction costs of like structures, interest rates, vacancy and absorption rates, developer fees, market rents and pricing, comparable tax liabilities within the region, returns on cash and equity and such additional costs as may be associated with the development.
- B. In the event the applicant's request for assistance exceeds in extent of subsidy that amount which is determined to be fair and reasonable by OPED through economic analysis, OPED may grant greater assistance while also negotiating a recapture of the revenue foregone. Such funds recaptured shall, at a minimum, approximate the difference between OPED's determination of fair and reasonable subsidy and the final award of subsidy.

- C. The intent of subsection A. of this section is to determine that: "but for" the assistance provided by this chapter, the project could not be built.

(Ord. dated 10/15/90 (part): prior code § 24-173)

(Ord. dated 10/16/17)

3.20.050 - Public benefits.

- A. All projects receiving assistance under this chapter shall comply with the public benefits test which shall include local land use and building regulation.
- B. OPED shall establish policies that consider such other public benefits/costs as, but not be limited to: parking impact, job generation, design standards, neighborhood impact, public service demand, and consistency with the city's adopted master development plan or other area specific development plans such as the downtown design district.

(Ord. dated 10/15/90 (part): prior code § 24-174)

(Ord. dated 10/16/17)

3.20.060 - Miscellaneous provisions.

- A. No property governed by a tax agreement shall generate less in property taxes or revenue in any year of the tax agreement than is received in the year prior to start of the tax agreement. This provision may be waived upon the following findings of the OPED director: 1) The project involves the adaptive reuse of the existing structure, or structures for commercial, industrial or mixed-use residential purposes; 2) The property has experienced significant vacancy for a period of five or more years prior to application for a tax incentive; 3) The project entails a construction cost investment (a) in excess of five million dollars (\$5,000,000.00) and (b) at least one and one-half the pre-project assessed value of the development property.
- B. Construction shall begin within two years and be substantially completed within four years of the granting of the tax agreement or such agreement shall terminate. Extensions may be granted by subsequent approval of the common council.
- C. Tax incentive development agreements in compliance with this section shall be recorded against title to, and conveyed with, the property, provided that each successive owner of the property, including those who acquire a controlling interest in the entity owning the property, accepts and assumes all of the original applicant's obligations to be performed under such tax incentive development agreement, demonstrates its ability to carry out such obligations, and executes an agreement with OPED to be recorded on the land records. OPED may consent to such assignment in the exercise of its commercial business judgment, reasonably exercised.
- D. In order to become effective, tax incentive development agreements and any subsequent and related tax, payback or recapture agreements shall be recorded on the land records of the city.
- E. All projects awarded a tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.
- F. Tax incentive development agreements and all nonexempt information submitted to OPED by the applicant shall be subject to the Connecticut Freedom of Information Act, as amended, Section 1-15 et seq.
- G. Once an application meets the eligibility criteria, public benefits and economic analysis tests established by OPED in accordance with this chapter, OPED shall make a determination as to the extent of tax incentive to be granted to a particular project and shall submit the tax incentive



development agreement to the Mayor for execution in accordance with the Policy adopted by the City Council per 3.20.020.B. No tax incentive exceeding that set forth in the Policy adopted by the City Council may be granted by OPED without final approval of the City Council, in which case the initial application must be forwarded to the City Council with a written report from OPED explaining OPED's rationale for recommending the tax incentive development agreement.

- H. Upon completion of construction, OPED shall secure a certification of the costs to construct the facility(ies) comprising the project receiving the tax incentive development agreement. If the costs are less than ninety-five (95) percent of the total costs identified in the economic analysis used to determine the tax incentive development agreement's value, OPED shall make an adjustment to the tax incentive development agreement to reflect such cost differential. The tax incentive development agreement shall not be effective until a certificate of costs is received.
- I. An applicant for a tax incentive development agreement who is able to demonstrate negotiations within the city or its agencies prior to the adoption of the ordinance codified in this chapter by written proof of letter from the city, may be considered for special exemptions to this chapter by the common council. This subsection providing for special exemptions shall expire on December 31, 1990.

(Ord. dated 4/2/01; Ord. dated 1/4/99; Ord. dated 10/15/90 (part): prior code § 24-175)

( Ord. dated 4/1/13 ; Ord. dated 11/4/13 ; Ord. dated 10/16/17 )

#### 3.20.070 - Two-year tax incentive bonus areas.

- A. **Eligible Projects.** It shall be the policy of the city to offer, as a special development incentive from the date of enactment of the ordinance codified in this chapter, until December 31, 1992, in limited geographic areas of the city as outlined in subsection C of this section for commercial and residential projects meeting or exceeding twenty million dollars (\$20,000,000.00) in the costs of construction or rehabilitation exclusive of real property acquisition, and that comply with criteria established in or for Sections 3.20.030, 3.20.050 and 3.20.060, a tax fixing development agreement equal to one hundred (100) percent exemption of the increased assessment attributable to the improvements for a period of five years from the granting of the permanent certificate of occupancy.
- B. **Economic Justification.** During the special development window, projects meeting the eligibility criteria established in subsection A of this section shall be exempt from Section 3.20.040.
- C. **Geographic Area.** Areas eligible for this special program shall be located only in the "downtown" and "lower east side" as defined by that area within the following boundaries: "downtown": as defined by that area bounded on the north by Washington Avenue, on the west by Route 8/25 highway, on the south by the Interstate-95 highway and on the east by the Bridgeport Harbor/Pequonnock Riverfront; and in the "lower east side": as defined by that area bounded on the north by the Metro-North Railroad, on the east by the Yellow Mill Pond and south and west by the Bridgeport Harbor/Pequonnock Riverfront.
- D. **Other Projects and Areas.** It is not the intent of this special program to exclude tax incentive contracts in other areas of the city of projects with costs ranging from three million dollars (\$3,000,000.00) to twenty million dollars (\$20,000,000.00). Such other projects may remain eligible for some level of benefits as determined by OPED economic analysis and public benefits tests as provided for in Sections 3.20.010 through 3.20.060 of this chapter.
- E. **Eighteen-Month Review.** OPED shall present a report on the usefulness of the special two-year tax incentive bonus areas program within eighteen (18) months of its enactment for the review of the common council.

(Ord. dated 10/15/90 (part): prior code § 24-176)

(Ord. dated 10/16/17 )

Item# \*141-16 Consent Calendar

Amendments to the Municipal Code of Ordinances,  
amend Chapter 3.20 - Tax Incentive Development  
Program.



Report  
of  
Committee  
on  
Ordinances

City Council Meeting Date: October 16, 2017

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

Approved by: *[Signature]*  
Joseph P. Ganim, Mayor

Date Signed: *10/19/17*

RECEIVED  
CITY CLERKS OFFICE  
17 OCT 20 AM 11:53  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

Item No. 141-16

### **Resolution Amending Chapter 3.20 of the Municipal Code**

**WHEREAS**, Chapter 3.20 of the Bridgeport Municipal Code (the "Ordinance") establishes a "Tax Incentive Development Program" (the "Program") to promote development and increase tax revenue for the City;

**WHEREAS**, Section 3.20.020(A) of the Ordinance charges the Director of the City's Office of Planning and Economic Development ("OPED") with the responsibility of administering the Program;

**WHEREAS**, pursuant to Sec 3.20.020(B) of the Ordinance, OPED has established uniform and consistent policies, procedures and forms by which to administer the Ordinance (such policies, procedures, and forms attached hereto as Exhibit A - OPED Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy - Dated 9-13-17 -- and herein referred to as the "Policy");

**WHEREAS**, the Policy provides specific limiting parameters within which OPED must operate in its administration of the Program; and

**WHEREAS**, in order to maximize the tax revenue generated per the Policy, the Program must be administered in an efficient, transparent, and predictable manner.

**NOW THEREFORE BE IT ORDAINED:** By the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances, Chapter 3.20. Tax Incentive Development Program, is hereby amended to read as follows:

#### **Chapter 3.20 - TAX INCENTIVE DEVELOPMENT PROGRAM**

##### **Sections:**

##### **3.20.010 - Established.**

Pursuant to Connecticut General Statutes as amended ("Statutes"), **including but not limited to** Section 7-480, et seq., the Connecticut City and Town Development Act and more specifically, Section 7-498 of that Act; Section 12-65b; and Section 32-70, et seq., the Enterprise Zones Act, more specifically Section 32-71(e) of that act; the ordinance codified in this chapter establishes a tax incentive development program for the city.

(Ord. dated 10/15/90 (part): prior code § 24-170)



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. 141-16

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### 3.20.020 - Program administration.

A. Except for the establishment of property assessments as governed by the statutes of the state of Connecticut and the charter and ordinances of the city, the director of the office of planning and **economic** development (OPED) shall administer this tax incentive program.

**B. The attached policies and procedures, dated September 13, 2017 and entitled "Exhibit A - OPED - Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy," (the "Policy") are hereby adopted and approved by the City Council.**

~~{B. OPD shall establish uniform and consistent policies, procedures and forms to ensure compliance with this chapter, making such procedures, and forms publicly available within one hundred twenty (120) days of the enactment of this chapter.~~

~~C. The policies, procedures and forms shall be made available for public comment for a thirty (30) day period prior to their implementation and shall be approved by the common council through the office of the city clerk.~~

~~D. The applicant for a tax incentive shall submit a letter of request for such a tax incentive which shall disclose all principals of the applicant. The letter shall substantially conform to the federal redeveloper statement for public disclosure and the federal redeveloper's statement of qualifications and financial responsibility. The applicant must complete and file with OPD/OPED all other necessary forms required by OPD.~~

(Ord. dated 10/15/90 (part): prior code § 24-171)

### 3.20.030 - Eligibility criteria.

A. Projects eligible for assistance under this chapter shall be for one of the following uses: office; retail; manufacturing; industrial; residential, if for rental use or low and moderate income (as defined by U.S. Dept. of H.U.D.) owner occupied units; transient residential, hotel/motel; warehousing, storage or distribution; and multilevel parking structures.

B. Projects pursuant to Section 7-498 and 12-65b of the Statutes must have a minimum of three million dollars (\$3,000,000.00) in estimated costs of construction or rehabilitation, excluding the costs of real property acquisition.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. 141-16

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- C. Projects pursuant to Section 32-71(e) of the Statutes within the enterprise zone as defined in ordinances of the city must have a minimum of one million dollars (\$1,000,000.00) in estimated costs of construction, rehabilitation and/or machinery and equipment, excluding the costs of real property acquisition.
- D. For purposes of this chapter, a project shall further be defined as being a property or group of adjacent properties for which an applicant:
  - 1. Has a plan of development compatible with the city's master plan;
  - 2. Can show ownership or an option to own the property(ies) to accomplish the goals of the project plan; and
  - 3. Can meet the time-to-construct standards of Section 3.20.060(B).
- E. Developers or program participants seeking any benefit, part or whole, under the provisions of this chapter must show full inclusion of minority representation in the procurement of development contracts pursuant to each project seeking benefit (i.e., blacks, hispanics and women).
- F. Developers or program participants in the tax incentive development program shall undertake affirmative action measures designed to eliminate any discriminating barriers in the terms and conditions of employment on the grounds of race, color, creed, national origin, ancestry or sex. Developers or program participants shall take affirmative action to involve minority contractors in the construction of projects receiving property tax incentives pursuant to this chapter. Program participants and/or their general contractors shall notify appropriate minority trade publications and minority contractors associations of the subcontract opportunities. Program participants and/or their general contractors shall retain documentation of these notification attempts.
- G. In the event twenty (20) percent of the dollar value of total constructions costs is not awarded to minority- or women-owned contracting businesses, program participants and/or their general contractors shall be required to demonstrate that an extensive search for minority contractors has taken place for those elements of the project which have already been contracted. This chapter will apply in the absence of an affirmative action clause not already included by any of the following financing sources: U.S. Department of Housing and Urban Development, Connecticut Housing Finance Authority, State of Connecticut Department of Housing and the city of Bridgeport.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
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- H. Waivers. Developers and/or program participants may receive waivers to the twenty (20) percent set-aside goal if they can demonstrate through documentation of any of the following:
1. The unavailability of certified disadvantaged business enterprises and/or women business enterprises to perform the subcontracting work required under the contract;
  2. That prices submitted by all available and certified disadvantaged business enterprises or women business enterprises exceed those submitted by nondisadvantaged business enterprises and women business enterprises, and that such excessive price is not the result of present effect or discrimination;
  3. That it is economically or otherwise impractical for the contractor to break down the contract into subcontracts that would meet the set-aside goals; or
  4. That the needed goods and services can only be provided by one source which is not a disadvantaged business enterprise or women business enterprise.

Initial waiver decisions will be made by the contract compliance officer and affirmative action officer subject to appeal to the common council.

(Ord. dated 5/6/91; Ord. dated 10/15/90 (part): prior code § 24-172)

( Ord. dated 4/1/13 )

### **3.20.040 - Economic justification.**

- A. OPDOPED shall subject all requests for assistance under this chapter to an economic pro forma analysis that will include, but not be limited to, the following factors: average construction costs of like structures, interest rates, vacancy and absorption rates, developer fees, market rents and pricing, comparable tax liabilities within the region, returns on cash and equity and such additional costs as may be associated with the development.
- B. In the event the applicant's request for assistance exceeds in extent of subsidy that amount which is determined to be fair and reasonable by OPDOPED through economic analysis, OPDOPED may grant greater assistance while also negotiating a recapture of the revenue foregone. Such funds recaptured shall, at a minimum, approximate the difference between OPDOPED's determination of fair and reasonable subsidy and the final award of subsidy.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. 141-16

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- C. The intent of subsection A of this section is to determine that: "but for" the assistance provided by this chapter, the project could not be built.

(Ord. dated 10/15/90 (part): prior code § 24-173)

### **3.20.050 - Public benefits.**

- A. All projects receiving assistance under this chapter shall comply with the public benefits test which shall include local land use and building regulation.
- B. OPED shall establish policies that consider such other public benefits/costs as, but not be limited to: parking impact, job generation, design standards, neighborhood impact, public service demand, and consistency with the city's adopted master development plan or other area specific development plans such as the downtown design district.

(Ord. dated 10/15/90 (part): prior code § 24-174)

### **3.20.060 - Miscellaneous provisions.**

- A. No property governed by a tax agreement shall generate less in property taxes or revenue in any year of the tax agreement than is received in the year prior to start of the tax agreement. This provision may be waived upon the following findings of the OPED director: 1) The project involves the adaptive reuse of the existing structure, or structures for commercial, industrial or mixed-use residential purposes; 2) The property has experienced significant vacancy for a period of five or more years prior to application for a tax incentive; 3) The project entails a construction cost investment (a) in excess of five million dollars (\$5,000,000.00) and (b) at least one and one-half the pre-project assessed value of the development property.
- B. Construction shall begin within two years and be substantially completed within four years of the granting of the tax agreement or such agreement shall terminate. Extensions may be granted by subsequent approval of the common council.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
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- C. Tax incentive development agreements in compliance with this section shall be recorded against title to, and conveyed with, the property, provided that each successive owner of the property, including those who acquire a controlling interest in the entity owning the property, accepts and assumes all of the original applicant's obligations to be performed under such tax incentive development agreement, demonstrates its ability to carry out such obligations, and executes an agreement with OPED to be recorded on the land records. OPED may consent to such assignment in the exercise of its commercial business judgment, reasonably exercised.
- D. In order to become effective, tax incentive development agreements and any subsequent and related tax, payback or recapture agreements shall be recorded on the land records of the city.
- E. All projects awarded a tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.
- F. Tax incentive development agreements and all nonexempt information submitted to ~~OPD~~**OPED** by the applicant shall be subject to the Connecticut Freedom of Information Act, as amended, Section 1-15 et seq.
- G. Once an application meets the eligibility criteria, public benefits and economic analysis tests established by ~~OPD~~**OPED** in accordance with this chapter, ~~the application shall be forwarded with a report from OPD to the common council for final approval. The report shall explain OPD's rationale for granting and determining the extent of the tax incentive as well as identifying the portion of the tax fixing agreements value attributable to the economic analysis conducted in accordance with Section 3.20.040 and that value attributable to the public benefits gained as defined in Section 3.20.050.~~ **OPED shall make a determination as to the extent of tax incentive to be granted to a particular project and shall submit the tax incentive development agreement to the Mayor for execution in accordance with the Policy adopted by the City Council per 3.20.020(b). No tax incentive exceeding that set forth in the Policy adopted by the City Council may be granted by OPED without final approval of the City Council, in which case the initial application must be forwarded to the City Council with a written report from OPED explaining OPED's rationale for recommending the tax incentive development agreement.**





# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
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- H. Upon completion of construction, OPDOPED shall secure a certification of the costs to construct the facility(ies) comprising the project receiving the tax incentive development agreement. If the costs are less than ninety-five (95) percent of the total costs identified in the economic analysis used to determine the tax incentive development agreement's value, OPDOPED shall make an adjustment to the tax incentive development agreement to reflect such cost differential. The tax incentive development agreement shall not be effective until a certificate of costs is received.
- I. An applicant for a tax incentive development agreement who is able to demonstrate negotiations within the city or its agencies prior to the adoption of the ordinance codified in this chapter by written proof of letter from the city, may be considered for special exemptions to this chapter by the common council. This subsection providing for special exemptions shall expire on December 31, 1990.

(Ord. dated 4/2/01; Ord. dated 1/4/99; Ord. dated 10/15/90 (part): prior code § 24-175)

(Ord. dated 4/1/13; Ord. dated 11/4/13)

### **3.20.070 - Two-year tax incentive bonus areas.**

- A. Eligible Projects. It shall be the policy of the city to offer, as a special development incentive from the date of enactment of the ordinance codified in this chapter, until December 31, 1992, in limited geographic areas of the city as outlined in subsection C of this section for commercial and residential projects meeting or exceeding twenty million dollars (\$20,000,000.00) in the costs of construction or rehabilitation exclusive of real property acquisition, and that comply with criteria established in or for Sections 3.20.030, 3.20.050 and 3.20.060, a tax fixing development agreement equal to one hundred (100) percent exemption of the increased assessment attributable to the improvements for a period of five years from the granting of the permanent certificate of occupancy.
- B. Economic Justification. During the special development window, projects meeting the eligibility criteria established in subsection A of this section shall be exempt from Section 3.20.040.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Ordinances  
Item No. 141-16

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- C. Geographic Area. Areas eligible for this special program shall be located only in the "downtown" and "lower east side" as defined by that area within the following boundaries: "downtown": as defined by that area bounded on the north by Washington Avenue, on the west by Route 8/25 highway, on the south by the Interstate-95 highway and on the east by the Bridgeport Harbor/Pequonnock Riverfront; and in the "lower east side": as defined by that area bounded on the north by the Metro-North Railroad, on the east by the Yellow Mill Pond and south and west by the Bridgeport Harbor/Pequonnock Riverfront.
- D. Other Projects and Areas. It is not the intent of this special program to exclude tax incentive contracts in other areas of the city of projects with costs ranging from three million dollars (\$3,000,000.00) to twenty million dollars (\$20,000,000.00). Such other projects may remain eligible for some level of benefits as determined by ~~OPDOPED~~ economic analysis and public benefits tests as provided for in Sections 3.20.010 through 3.20.060 of this chapter.
- E. Eighteen-Month Review. ~~OPDOPED~~ shall present a report on the usefulness of the special two-year tax incentive bonus areas program within eighteen (18) months of its enactment for the review of the common council.

(Ord. dated 10/15/90 (part): prior code § 24-176)



City of Bridgeport, Connecticut  
Office of the City Clerk

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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

Eneida L. Martinez, D-139th, Co-Chair

Jose R. Casco, D-136th, Co-Chair

Michelle A. Lyons  
Michelle A. Lyons, D-134th

Mary McBride-Lee  
Mary McBride-Lee, D-135th

Kathryn M. Bukovsky  
Kathryn M. Bukovsky, D-130th

Jack O. Banla  
Jack O. Banla, D-131st

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

City Council Date: October 16, 2017

**EXHIBIT A**

September 13, 2017  
OPED  
"Tax Incentive Development Policy"  
and  
"Affordable Housing Tax Incentive Development Policy"  
for  
Ch. 3.20 Municipal Code - Tax Incentive Development Program  
and  
Ch. 3.24 Municipal Code – Affordable Housing Tax Incentive Development Program

1)OPED Director shall administer these tax incentive development programs  
-per Ch 3.20.020 (A) and Ch 3.24.020 (A)

2)Developers shall make application using standardized form  
- per Ch. 3.20.020 (B) and Ch 3.24.020 (B)

- Form Shall Be: CHFA DOH Consolidated Application – (8-16-17), applicable sections, minimally:
- detailed development budget
- detailed sources and uses of funds
- 20 year operating pro-forma
- (see form attached)

3)OPED shall follow standardized 3-step procedure for review of applications  
Step 1: Initial Analysis for Completion of Application  
Step 2: Financial Analysis – Economic Justification Analysis  
Step 3: Calculation of Allowable Tax Payment Within Policy Parameters  
- per Ch. 3.20.020 (B) and Ch 3.24.020 (B)

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### **3A) Step One of Review – Initial Review of Application for Completeness**

#### **Review of Developer's experience, standing, financial capacity to confirm:**

- a) evidence of positive long-term banking relationships
- b) evidence of previous project completions
- c) absence of prejudicial litigation or judgments
- d) absence of city-developer litigation other than normal assessment appeal
- e) absence of non-compliance with any other city regulatory requirements
- f) evidence that applicant is current on all local tax and user fee obligations
- f) financial strength as evidenced by CPA-reviewed-quality financial statements (2 years)

#### **Review of Completeness of Development Proposal to confirm that it provides:**

- a) construction or rehabilitation costs
- b) rents and/or sales prices
- c) vacancy and absorption rates
- d) cost of, and amount of, financing
- e) developer fees as percentage of cost
- f) return on equity invested
- g) transactional costs in structuring deal and closing financing
- h) carrying costs and soft costs during pre-development and construction
- i) operating costs once stabilized
- j) assumptions as to escalators on revenue and expenses
- k) acquisition cost recognized at lesser of purchase price or current appraised value

#### **Issue Report to Developer:**

OPED shall issue written report to Developer confirming that the Application is complete, or detailing what information needs to be submitted or clarified. Developer may resubmit additional or clarifying evidence for further City review.

**3B) Step Two of Review- Economic Justification Analysis –**

- Per 3.20.040

**Developer Equity Contribution\***

Minimum of 5% of Total Development Cost ("TDC") on Deed-Restricted Income-Limited\* Deals

Minimum of 10-15% of TDC on Strictly Commercial (non-residential) Deals

Minimum of 10-15% on Market-Rate Residential and Mixed-Use Deals

**Private Financing**

Maximized per project's cash flow debt-carrying capacity

Per prevailing lender loan-to-value ratios: (e.g. 50% to 70% of finished appraised value)

Per prevailing lender debt-coverage ratios: (e.g. of 1.0 to 1.4)

**Public Funding**

As applicable and available, maximizing use of State and Federal Funding Resources

**Reasonable Developer Return**

For Deed-Restricted Income-Limited, allow up to 15% of TDC allowed as Developer Fee

For Commercial and Market-Rate Residential Deals, allow up to:

- 20% "Internal Rate of Return" over 20 years as modeled at prevailing capitalization rate
- 12% "Cash-on-Cash Return" Measured in Stable Operating Year (year #2)
  - o Cash Flow (After Vacancy, Operating Expenses, Taxes, Debt Service / Equity
- 8% "Cash-on-Cost Return" in Stable Operating Year (year #2)
  - o Net Operating Income (After Vacancy, Operating Expenses, Taxes) / TDC

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\*Deed Restricted Income-Limited shall mean residential units which, by deed-restriction, may only be rented or owned by households earning less than 80% of the Area's Median Income as defined by HUD. Market Rate Residential shall mean residential units to which no income-limiting deed-restriction applies, with the exception of income-limiting deed restrictions that allow for such units to be rented or owned by households earning equal to or more than 80% of the Area's Median Income as defined by HUD.

*\*Developer Equity Shall Include:*

- 1) Value of property and improvements as determined by appraisal at time of City analysis
- 2) Value of cash contributed by the developer toward development, as opposed to pure carrying costs
- 3) Value of deferred developer fees

**3C) Step Three – Calculation of Tax Payment Within Policy Parameters**

- per 3.20.040 (C)

**Length of term:**

- up to 2 years during construction
- up to 20 years during operations

**Pre-Existing Tax and Tax During Construction and 1<sup>st</sup> Year of Operation**

- Pre-existing tax payment obligation shall remain and may not be reduced
- No new incremental tax payment shall be due during construction
- No new incremental tax payment shall be due during first year of operation

**New Base Tax Payment and Escalation Schedule**

Commercial and Market-Rate Development:

New base tax payment shall be due the second year of operation and shall be between 2.5% and 7.5% of the project's EGI, provided that, as applies to commercial development, the new base tax payment shall be no less than \$1.00 per gross square foot of development, and further provided that, as applies to residential or mixed-use (residential and commercial) development, the new base tax payment shall at a minimum be equivalent to the lesser of \$1.00 per gross square foot of residential development or \$1,000 per residential unit. The new base tax payment shall remain fixed for operating years 2-7 and then shall escalate annually to reach full taxation in the year following the end of the term.

Deed-Restricted Development:

As applies to deed-restricted residential or mixed-use (residential and commercial) development, the new base tax payment shall be due the second year of the operation and shall be between 7.5% and 10% of the project's EGI, provided that the new base tax payment shall at a minimum be equivalent to the lesser of \$1.00 per gross square foot of residential development or \$1,000 per residential unit. Beginning in the third year of operation, the new base tax payment shall escalate annually to reach full taxation in the year following the end of the term.

Notes:

"EGI" = "Effective Gross Income" = gross revenue minus vacancy and operating exps.

Vacancy Allowance for Deed-Restricted Residential shall be 5%

Vacancy Allowance for Non-Deed-Restricted Residential shall be 10%

Vacancy Allowance for Commercial Space within Mixed-Use Buildings shall be 25%

Base Tax Payment derived on blended basis for mixed-use or multiple property deals

#### **4) Enforcement Policy, Verifications, and Claw-Back Provisions:**

- Development costs certified upon completion of construction
- Cost discrepancy (>20%) triggers claw-back or commensurate adjustment of tax payment
- All Agreements filed on Land Records
- OPED retains right of review and consent as to successors and assigns.
- Projects convert to full taxation upon default
- Owner must submit annual CPA-reviewed financial statements for project and/or tax returns
- OPED to conduct Variance Analysis Annually
- If Variance Analysis Reveals Discrepancy (>20% over EGI), then claw-back provisions apply
- Claw-Back via lump-sum retroactive payment or by adjustment of tax payment going forward

#### **5) OPED Reporting Requirements to City Council**

##### **a) Deal Specific Reporting**

Within 30 days of the execution of any specific Tax Incentive Agreement, OPED shall provide to the City Council an Executive Summary Report of the Incentive Agreement, detailing:

- 1) The specific schedule of new tax payments to be made under the Agreement;
- 2) The cumulative value of new tax payments to be made under the Agreement;
- 3) The cumulative value of the theoretical taxes foregone under the Agreement
- 4) A direct comparison of new tax payments realized versus theoretical tax payments foregone;
- 5) The value of the investment to be made in the City per the Agreement
- 6) The impact of the investment on the assessed value of the property

##### **b) Program-Wide Reporting**

Every six months, beginning June 30<sup>th</sup>, 2018, OPED shall provide the City Council with a Summary Report as to the Tax Incentive Program's cumulative impact with regard to:

- 1) Total number of Tax Incentive Agreements executed
- 2) Total amount of new tax revenue to be realized
- 3) Total value of theoretical taxes to be foregone
- 4) Total investment leveraged
- 5) Geographic locations of projects approved
- 6) Total commercial square footage
- 7) Total residential units and type
- 8) Total impact on underlying assessed value of properties





# OFFICE OF THE CITY CLERK RESOLUTION FORM

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TEST \_\_\_\_\_

| SECTION I                      |   | CITY COUNCIL SUBMISSION INFORMATION |                 |                 |
|--------------------------------|---|-------------------------------------|-----------------|-----------------|
| Log ID/Item Number:            | 46-19 (ref. 35-17 & 142-16)   |                                     |                 |                 |
| Submitted by Councilmember(s): | Ernest E. Newton Eneida L. Martinez   |                                     |                 |                 |
| Co-Sponsors(s):                | Jeanette Herron   | Choose an item.                     | Choose an item. | Choose an item. |
| District:                      | 139TH   |                                     |                 |                 |
| Subject:                       | Proposed Resolution to Reverse the 2017 Amendments to Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program |                                     |                 |                 |
| Referred to:                   | Ordinance Committee   |                                     |                 |                 |
| City Council Date:             | February 18, 2020   |                                     |                 |                 |

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, as one of its last acts the 2015-2017 Bridgeport City Council on October 16, 2017 gave approval to Item 142-16 and amended Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program; and

WHEREAS, the changes introduced into Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program on October 16, 2017 removed the Bridgeport City Council from a crucial legislative oversight role in the Affordable Housing Tax Incentive Development Program approval process; and

WHEREAS, by amending Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program the previous City Council improperly delegated legislative responsibilities for protecting this city's taxpayers to the executive branch; and

WHEREAS, on January 16, 2018 Councilmembers Newton and Martinez introduced Item 35-17 calling for the changes to Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program be repealed and the original language to be re-enacted; and

WHEREAS, Councilmember Newton decided to adopt a wait and see approach to repealing the October 16, 2017 amendments to Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program while Item 35-17 was still in the Ordinance Committee and withdrew the Item 35-17 for the time being; and

WHEREAS, it continues to be shown that the October 16, 2017 revisions to Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program prevent the City Council from effective legislative oversight and hinder its responsibility to protect the taxpayers of Bridgeport; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the City Attorney provide the City Council guidance on the process needed to reverse or repeal the most recent amendments to Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program including the drafting of any language in the format necessary to reverse or repeal the changes made to Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program on October 16, 2017 and the process and language necessary to re-enact the previous language.

### ATTACHMENT

Item 35-17; Item 142-16 and Chapter 3.24 of the Municipal Code – Affordable Housing Tax Incentive Development Program



## 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 |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |

### SECTION IV PUBLIC HEARING INFORMATION

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

### SECTION V 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)



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Ernest E. Newton II  
Bridgeport City Council Member  
139<sup>th</sup> District

May 30, 2019

Dear City Clerk's Office:

As stated at the at the Ordinance Committee Meeting on May 29, 2019 I withdraw the following submission, **Item #35-17 (Ref. #142-16)**.

Sincerely,

*Ernest E. Newton II*

Ernest E. Newton II  
Co-Chair Committee on Contracts  
Co-Chair Committee for Community Development Block Grant  
Member Committee on Ordinances  
Member Committee on Public Safety and Transportation  
Council Liaison to Water Pollution Control Authority  
Cell Phone: (475) 225-6769  
Email: [Ernest.Newton@bridgeportct.gov](mailto:Ernest.Newton@bridgeportct.gov)



# OFFICE OF THE CITY CLERK RESOLUTION FORM

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## SECTION I CITY COUNCIL SUBMISSION INFORMATION

|                                |  |                |                |
|--------------------------------|--|----------------|----------------|
| Log ID/Item Number:            | 35-17 (Ref. #142-16)   |                |                |
| Submitted by Councilmember(s): | Ernest E. Newton   |                |                |
| Co-Sponsors(s):                | Eneida L. Martinez   | Choose an item | Choose an item |
| District:                      | 139TH  |                |                |
| Subject:                       | Reversing the 2017 Amendments to Chapter 3.24 of the Municipal Code - Affordable Housing Tax Incentive Development Program |                |                |
| Referred to:                   | Ordinance Committee  |                |                |
| City Council Date:             | January 16, 2018   |                |                |

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, as one of its last acts the 2015-2017 Bridgeport City Council on October 16, 2017 gave approval to Item 142-16 and amended Chapter 3.24 of the Municipal Code - Affordable Housing Tax Incentive Development Program; and

**WHEREAS**, the changes introduced into Chapter 3.24 of the Municipal Code - Affordable Housing Tax Incentive Development Program on October 16, 2017 removed the Bridgeport City Council from a crucial legislative oversight role in the Affordable Housing Tax Incentive Development Program approval process; and

**WHEREAS**, by amending Chapter 3.24 of the Municipal Code - Affordable Housing Tax Incentive Development Program the previous City Council improperly delegated its legislative responsibilities for protecting this city's taxpayers to the executive branch; and

**NOW, THEREFORE BE IT RESOLVED** by the Bridgeport City Council that the City Attorney provide the City Council with guidance on the process it needs to go through to reverse or repeal the most recent amendments to Chapter 3.24 of the Municipal Code - Affordable Housing Tax Incentive Development Program including the drafting of any language in the format necessary to reverse or repeal the changes made to Chapter 3.24 of the Municipal Code - Affordable Housing Tax Incentive Development Program on October 16, 2017.

Attached:

Item 142-16 and Chapter 3.24 of the Municipal Code - Affordable Housing Tax Incentive Development Program



# 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 |                     |
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| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |

## SECTION IV PUBLIC HEARING INFORMATION

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

## 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)

Chapter 3.24 - AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT PROGRAM

Sections:

Footnotes:

--- (1) ---

**Editor's note**— An ordinance adopted Nov. 4, 2013 amended Ch. 3.24 in its entirety as herein set out. Former Ch. 3.24, §§ 3.24.010—3.24.040 pertained to the affordable housing development program, and derived from prior code §§ 24-180—24-183; and an ordinance adopted March 15, 1993.

3.24.010 - Established.

Pursuant to Connecticut General Statutes as amended ("Statutes"), including but not limited to Section 8-215 and Section 8-216; the ordinance codified in this chapter establishes an affordable housing tax incentive development program for the city, and allows for the abatement of real property taxes until such time that such housing is not solely for low or moderate-income persons or families.

( Ord. dated 11/4/13; Ord. dated 10/16/17 )

3.24.020 - Program administration.

- A. Except for the establishment of property assessment as governed by the statutes of the state of Connecticut, and the charter and ordinances of the city, the director of the office of planning and economic development (OPED) shall administer this tax incentive program.
- B. The attached policies and procedures, dated September 13, 2017 and entitled "Exhibit A - OPED - Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy," (the "Policy") are hereby adopted and approved by the City Council.

( Ord. dated 11/4/13; Ord. dated 10/16/17 )

3.24.030 - Eligibility criteria.

- A. Projects eligible for assistance under this chapter must be projects that include housing for low or moderate-income persons or families as defined by the US Department of Housing and Urban Development or as defined by the state of Connecticut Department of Housing, the state of Connecticut Department of Economic and Community Development, or by the Connecticut Housing Finance Authority, or by their successor agencies in the federal or state government.
- B. A tax incentive development agreement shall provide that moneys equal to the amount of such tax incentive shall be used for any one or more of the purposes stated in Section 3.24.040.A hereof and that such tax incentive shall terminate at any time when such housing is not solely for low or moderate-income persons or families.

( Ord. dated 11/4/13; Ord. dated 10/16/17 )

3.24.040 - Miscellaneous.

- A. All projects receiving a tax incentive under this chapter are receiving the incentive so as to achieve one or more of the following objectives:

- (1) To reduce rents below the levels that would be achieved in the absence of such tax incentive and to improve the quality and design of such housing;
  - (2) To effect occupancy of such housing by persons and families of varying income levels within limits determined by the relevant agencies as described in Section 3.24.030 hereof; or
  - (3) To provide necessary, related and complementary facilities or services in such housing.
- B. Tax incentive development agreements in compliance with this section shall be recorded against title to, and shall be conveyed with, the property, provided that each successive owner of the property, including those who acquire a controlling interest in the entity owning the property, accepts and assumes all of the original applicant's obligations to be performed under such tax incentive development agreement, demonstrates its ability to carry out such obligations, and executes an agreement with OPED to be recorded on the land records. OPED may consent to such assignment in the exercise of its commercial business judgment, reasonably exercised.
- C. To become effective, tax incentive development agreements shall be executed as a contract between the owner of the property and the city and shall be recorded on the land records of the city.
- D. All projects awarded a tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.
- E. Tax incentive development agreements and all nonexempt information submitted to OPED by the applicant shall be subject to the Connecticut Freedom of Information Act as amended, Section 1-15 et seq.
- F. Once an application meets the eligibility criteria established by OPED in accordance with this chapter, OPED shall make a determination as to the extent of tax incentive to be granted to a particular project and shall submit the tax incentive development agreement to the Mayor for execution in accordance with the Policy adopted by the City Council per 3.24.020(b). No tax incentive exceeding that set forth in the Policy adopted by the City Council may be granted by OPED without final approval of the City Council, in which case the initial application must be forwarded to the City Council with a written report from OPED explaining OPED's rationale for recommending the tax incentive development agreement.

( Ord. dated 11/4/13; Ord. dated 10/16/17 )

**Item# \*142-16 Consent Calendar**

Amendments to the Municipal Code of Ordinances,  
amend Chapter 3.24 - Affordable Housing Tax  
Incentive Development Program.



**Report  
of  
Committee  
on**

**Ordinances**

City Council Meeting Date: October 16, 2017

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

Approved by: Joseph J. Ganim  
Joseph J. Ganim, Mayor

Date Signed: 10/19/17

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. 142-16**

### **Resolution Amending Chapter 3.24 of the Municipal Code**

**WHEREAS**, Chapter 3.24 of the Bridgeport Municipal Code (the "Ordinance"), establishes an "Affordable Housing Tax Incentive Development Program," (the "Program") to promote development and increase tax revenue for the City;

**WHEREAS**, Section 3.24.020(A) of the Ordinance charges the Director of the City's Office of Planning and Economic Development ("OPED") with the responsibility of administering the Program;

**WHEREAS**, pursuant to Sec 3.24.020(B) of the Ordinance, OPED has established uniform and consistent policies, procedures and forms by which to administer the Ordinance (such policies, procedures, and forms attached hereto as Exhibit A - OPED Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy -Dated 9-13-17 -- and herein referred to as the "Policy");

**WHEREAS**, the Policy provides specific limiting parameters within which OPED must operate in its administration of the Program;

**WHEREAS**, in order to maximize the tax revenue generated per the Policy, the Program must be administered in an efficient, transparent, and predictable manner;

**NOW THEREFORE BE IT ORDAINED**: By the City Council of the City of Bridgeport that, effective upon publication by the City Council, the Municipal Code of Ordinances, Chapter 3.24 Affordable Housing Tax Incentive Development Program, is hereby amended to read as follows:

### **Chapter 3.24 - AFFORDABLE HOUSING TAX INCENTIVE DEVELOPMENT PROGRAM**

#### **Sections:**

#### **3.24.010 - Established.**

Pursuant to Connecticut General Statutes as amended ("Statutes"), **including but not limited to** Section 8-1215 and Section 8-1216; the ordinance codified in this chapter establishes an affordable housing tax incentive development program for the city, and allows for the abatement of real property taxes until such time that such housing is not solely for low or moderate-income persons or families.

(Ord. dated 11/4/13)



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. 142-16

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### 3.24.020 - Program administration.

- A. Except for the establishment of property assessment as governed by the statutes of the state of Connecticut, and the charter and ordinances of the city, the director of the office of planning and economic development (OPED) shall administer this tax incentive program.
- B. The attached policies and procedures, dated September 13, 2017 and entitled "Exhibit A - OPED - Tax Incentive Development Policy and Affordable Housing Tax Incentive Development Policy," (the "Policy") are hereby adopted and approved by the City Council.**
- ~~B. In consultation with the tax collector and tax assessor, OPED shall establish uniform and consistent policies, procedures and forms to ensure compliance with this chapter making such procedures, and forms publicly available within one hundred twenty (120) days of the enactment of the ordinance codified in this chapter.~~
- ~~C. The policies, procedures and forms shall be made available for public comment for a thirty day period prior to their implementation and shall be approved by the city council through the office of the city clerk.~~
- ~~D. The applicant for a tax incentive under this chapter shall submit a letter of request for such a tax incentive which shall disclose all principals of the applicant. The applicant must complete and file with OPED all other necessary forms required by OPED.~~

(Ord. dated 11/4/13)

### 3.24.030 - Eligibility criteria.

- A. Projects eligible for assistance under this chapter must be projects that include housing for low or moderate-income persons or families as defined by the US Department of Housing and Urban Development or as defined by the state of Connecticut Department of Housing, the state of Connecticut Department of Economic and Community Development, or by the Connecticut Housing Finance Authority, or by their successor agencies in the federal or state government.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. 142-16

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- B. A tax incentive development agreement shall provide that moneys equal to the amount of such tax incentive shall be used for any one or more of the purposes stated in Section 3.24.040.A hereof and that such tax incentive shall terminate at any time when such housing is not solely for low or moderate-income persons or families.

(Ord. dated 11/4/13)

### **3.24.040 - Miscellaneous.**

- A. All projects receiving a tax incentive under this chapter are receiving the incentive so as to achieve one or more of the following objectives:
- (1) To reduce rents below the levels that would be achieved in the absence of such tax incentive and to improve the quality and design of such housing;
  - (2) To effect occupancy of such housing by persons and families of varying income levels within limits determined by the relevant agencies as described in Section 3.24.030 hereof; or
  - (3) To provide necessary, related and complementary facilities or services in such housing.
- B. Tax incentive development agreements in compliance with this section shall be recorded against title to, and shall be conveyed with, the property, provided that each successive owner of the property, including those who acquire a controlling interest in the entity owning the property, accepts and assumes all of the original applicant's obligations to be performed under such tax incentive development agreement, demonstrates its ability to carry out such obligations, and executes an agreement with OPED to be recorded on the land records. OPED may consent to such assignment in the exercise of its commercial business judgment, reasonably exercised.
- C. To become effective, tax incentive development agreements shall be executed as a contract between the owner of the property and the city and shall be recorded on the land records of the city.
- D. All projects awarded a tax incentive development agreement shall comply with all statutes, orders, ordinances, rules and regulations regarding civil rights, equal opportunity and affirmative action.



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. 142-16

-4-

- E. Tax incentive development agreements and all nonexempt information submitted to OPED by the applicant shall be subject to the Connecticut Freedom of Information Act as amended, Section 1-15 et seq.
- F. Once an application meets the eligibility criteria established by OPED in accordance with this chapter, ~~the application shall be forwarded with a report from OPED to the city council for final approval. The report shall explain OPED's rationale for supporting the tax incentive development agreement.~~ **OPED shall make a determination as to the extent of tax incentive to be granted to a particular project and shall submit the tax incentive development agreement to the Mayor for execution in accordance with the Policy adopted by the City Council per 3.24.020(b). No tax incentive exceeding that set forth in the Policy adopted by the City Council may be granted by OPED without final approval of the City Council, in which case the initial application must be forwarded to the City Council with a written report from OPED explaining OPED's rationale for recommending the tax incentive development agreement.**

(Ord. dated 11/4/13)



City of Bridgeport, Connecticut  
Office of the City Clerk

Report of Committee on Ordinances  
Item No. 142-16

-5-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

Eneida L. Martinez, D-139th, Co-Chair

Jose R. Casco, D-136th, Co-Chair

Michelle A. Lyons, D-134th

Mary McBride-Lee, D-135th

Kathryn M. Bukovsky, D-130th

Jack O. Banta, D-131st

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

City Council Date: October 16, 2017

**EXHIBIT A**

September 13, 2017  
OPED  
"Tax Incentive Development Policy"  
and  
"Affordable Housing Tax Incentive Development Policy"  
for  
Ch. 3.20 Municipal Code - Tax Incentive Development Program  
and  
Ch. 3.24 Municipal Code – Affordable Housing Tax Incentive Development Program

1)OPED Director shall administer these tax incentive development programs  
-per Ch 3.20.020 (A) and Ch 3.24.020 (A)

2)Developers shall make application using standardized form  
- per Ch. 3.20.020 (B) and Ch 3.24.020 (B)

- Form Shall Be: CHFA DOH Consolidated Application – (8-16-17), applicable sections, minimally:
- detailed development budget
- detailed sources and uses of funds
- 20 year operating pro-forma
- (see form attached)

3)OPED shall follow standardized 3-step procedure for review of applications  
Step 1: Initial Analysis for Completion of Application  
Step 2: Financial Analysis – Economic Justification Analysis  
Step 3: Calculation of Allowable Tax Payment Within Policy Parameters  
- per Ch. 3.20.020 (B) and Ch 3.24.020 (B)

ATTEST  
CITY CLERK \_\_\_\_\_

RECEIVED  
CITY CLERKS OFFICE  
17 OCT 16 PM 12: 28

### **3A) Step One of Review – Initial Review of Application for Completeness**

#### **Review of Developer's experience, standing, financial capacity to confirm:**

- a) evidence of positive long-term banking relationships
- b) evidence of previous project completions
- c) absence of prejudicial litigation or judgments
- d) absence of city-developer litigation other than normal assessment appeal
- e) absence of non-compliance with any other city regulatory requirements
- f) evidence that applicant is current on all local tax and user fee obligations
- f) financial strength as evidenced by CPA-reviewed-quality financial statements (2 years)

#### **Review of Completeness of Development Proposal to confirm that it provides:**

- a) construction or rehabilitation costs
- b) rents and/or sales prices
- c) vacancy and absorption rates
- d) cost of, and amount of, financing
- e) developer fees as percentage of cost
- f) return on equity invested
- g) transactional costs in structuring deal and closing financing
- h) carrying costs and soft costs during pre-development and construction
- i) operating costs once stabilized
- j) assumptions as to escalators on revenue and expenses
- k) acquisition cost recognized at lesser of purchase price or current appraised value

#### **Issue Report to Developer:**

OPED shall issue written report to Developer confirming that the Application is complete, or detailing what information needs to be submitted or clarified. Developer may resubmit additional or clarifying evidence for further City review.

**3B) Step Two of Review- Economic Justification Analysis –**  
- Per 3.20.040

**Developer Equity Contribution\***

- Minimum of 5% of Total Development Cost ("TDC") on Deed-Restricted Income-Limited\* Deals
- Minimum of 10-15% of TDC on Strictly Commercial (non-residential) Deals
- Minimum of 10-15% on Market-Rate Residential and Mixed-Use Deals

**Private Financing**

- Maximized per project's cash flow debt-carrying capacity
- Per prevailing lender loan-to-value ratios: (e.g. 50% to 70% of finished appraised value)
- Per prevailing lender debt-coverage ratios: (e.g. of 1.0 to 1.4)

**Public Funding**

- As applicable and available, maximizing use of State and Federal Funding Resources

**Reasonable Developer Return**

- For Deed-Restricted Income-Limited, allow up to 15% of TDC allowed as Developer Fee

For Commercial and Market-Rate Residential Deals, allow up to:

- 20% "Internal Rate of Return" over 20 years as modeled at prevailing capitalization rate
- 12% "Cash-on-Cash Return" Measured in Stable Operating Year (year #2)
  - o Cash Flow (After Vacancy, Operating Expenses, Taxes, Debt Service / Equity
- 8% "Cash-on Cost Return" in Stable Operating Year (year #2)
  - o Net Operating Income (After Vacancy, Operating Expenses, Taxes) / TDC

---

\*Deed Restricted Income-Limited shall mean residential units which, by deed-restriction, may only be rented or owned by households earning less than 80% of the Area's Median Income as defined by HUD. Market Rate Residential shall mean residential units to which no income-limiting deed-restriction applies, with the exception of income-limiting deed restrictions that allow for such units to be rented or owned by households earning equal to or more than 80% of the Area's Median Income as defined by HUD.

*\*Developer Equity Shall Include:*

- 1) Value of property and improvements as determined by appraisal at time of City analysis
- 2) Value of cash contributed by the developer toward development, as opposed to pure carrying costs
- 3) Value of deferred developer fees



**3C) Step Three – Calculation of Tax Payment Within Policy Parameters**

- per 3.20.040 (C)

**Length of term:**

- up to 2 years during construction
- up to 20 years during operations

**Pre-Existing Tax and Tax During Construction and 1<sup>st</sup> Year of Operation**

- Pre-existing tax payment obligation shall remain and may not be reduced
- No new incremental tax payment shall be due during construction
- No new incremental tax payment shall be due during first year of operation

**New Base Tax Payment and Escalation Schedule**

**Commercial and Market-Rate Development:**

New base tax payment shall be due the second year of operation and shall be between 2.5% and 7.5% of the project's EGI, provided that, as applies to commercial development, the new base tax payment shall be no less than \$1.00 per gross square foot of development, and further provided that, as applies to residential or mixed-use (residential and commercial) development, the new base tax payment shall at a minimum be equivalent to the lesser of \$1.00 per gross square foot of residential development or \$1,000 per residential unit. The new base tax payment shall remain fixed for operating years 2-7 and then shall escalate annually to reach full taxation in the year following the end of the term.

**Deed-Restricted Development:**

As applies to deed-restricted residential or mixed-use (residential and commercial) development, the new base tax payment shall be due the second year of the operation and shall be between 7.5% and 10% of the project's EGI, provided that the new base tax payment shall at a minimum be equivalent to the lesser of \$1.00 per gross square foot of residential development or \$1,000 per residential unit. Beginning in the third year of operation, the new base tax payment shall escalate annually to reach full taxation in the year following the end of the term.

**Notes:**

"EGI" = "Effective Gross Income" = gross revenue minus vacancy and operating exps.

Vacancy Allowance for Deed-Restricted Residential shall be 5%

Vacancy Allowance for Non-Deed-Restricted Residential shall be 10%

Vacancy Allowance for Commercial Space within Mixed-Use Buildings shall be 25%

Base Tax Payment derived on blended basis for mixed-use or multiple property deals

#### **4) Enforcement Policy, Verifications, and Claw-Back Provisions:**

- Development costs certified upon completion of construction
- Cost discrepancy (>20%) triggers claw-back or commensurate adjustment of tax payment
- All Agreements filed on Land Records
- OPED retains right of review and consent as to successors and assigns.
- Projects convert to full taxation upon default
- Owner must submit annual CPA-reviewed financial statements for project and/or tax returns
- OPED to conduct Variance Analysis Annually
- If Variance Analysis Reveals Discrepancy (>20% over EGI), then claw-back provisions apply
- Claw-Back via lump-sum retroactive payment or by adjustment of tax payment going forward

#### **5) OPED Reporting Requirements to City Council**

##### **a) Deal Specific Reporting**

Within 30 days of the execution of any specific Tax Incentive Agreement, OPED shall provide to the City Council an Executive Summary Report of the Incentive Agreement, detailing:

- 1) The specific schedule of new tax payments to be made under the Agreement;
- 2) The cumulative value of new tax payments to be made under the Agreement;
- 3) The cumulative value of the theoretical taxes foregone under the Agreement
- 4) A direct comparison of new tax payments realized versus theoretical tax payments foregone;
- 5) The value of the investment to be made in the City per the Agreement
- 6) The impact of the investment on the assessed value of the property

##### **b) Program-Wide Reporting**

Every six months, beginning June 30<sup>th</sup>, 2018, OPED shall provide the City Council with a Summary Report as to the Tax Incentive Program's cumulative impact with regard to:

- 1) Total number of Tax Incentive Agreements executed
- 2) Total amount of new tax revenue to be realized
- 3) Total value of theoretical taxes to be foregone
- 4) Total investment leveraged
- 5) Geographic locations of projects approved
- 6) Total commercial square footage
- 7) Total residential units and type
- 8) Total impact on underlying assessed value of properties



# CITY COUNCIL BRIDGEPORT

*COUNCILMAN JORGE CRUZ, SR.  
131<sup>ST</sup> CITY COUNCIL DISTRICT*

*COMMITTEE ON BUDGET  
AND APPROPRIATIONS*

*COMMITTEE ON CONTRACTS*

*CO-CHAIR COMMITTEE ON  
EDUCATION AND SOCIAL SERVICES*

*SPECIAL COMMITTEE CDBG*

May 28, 2020

RE: Item #47-19

City Clerk's Office:

I hereby ask that the City Clerk's Office remove indefinitely from the Ordinance Committee future agenda Item #47-19 "Proposed Amendments to the Municipal Code, Chapter 10.16".

Sincerely,

Jorge Cruz, Sr.  
Councilman 131<sup>st</sup> District  
Jorge.cruz@bridgeportct.gov  
Cell Phone (203) 690-2400

## Ortiz, Frances

---

**From:** Ortiz, Frances  
**Sent:** Thursday, May 28, 2020 12:07 PM  
**To:** Cruz, Jorge; Boyer, Mike  
**Cc:** Taylor-Moye, Denese; Pettway, Lonnette  
**Subject:** RE: Municipal code of Ordinance chapter 10.16

Jorge this will have to be submitted by way of letter by submitters on council letterhead. 2) Mike can you assist Jorge Cruz by drafting a withdraw letter and having him sign and send back to us.

-----Original Message-----

**From:** Cruz, Jorge <Jorge.Cruz@Bridgeportct.gov>  
**Sent:** Thursday, May 28, 2020 11:34 AM  
**To:** Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>  
**Cc:** Taylor-Moye, Denese <Denese.Taylor-Moye@bridgeportct.gov>  
**Subject:** Municipal code of Ordinance chapter 10.16

Good morning Frances, I hereby ask the city clerk office to remove from future agenda item # 47-19 " proposed Amendments to the Municipal Code, chapter 10.16" from the Ordinance Committee indefinitely. Thank you very much  
Jorge Cruz

Sent from my iPhone



# OFFICE OF THE CITY CLERK RESOLUTION FORM

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20 FEB 12 PM 3: 25

ATTEST \_\_\_\_\_

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

|                                |  |                 |                 |                 |
|--------------------------------|--|-----------------|-----------------|-----------------|
| Log ID/Item Number:            | 47-19  |                 |                 |                 |
| Submitted by Councilmember(s): | Denese Taylor-Moye   | Jorge Cruz      |                 |                 |
| Co-Sponsors(s):                | Choose an item.  | Choose an item. | Choose an item. | Choose an item. |
| District:                      | 131ST  |                 |                 |                 |
| Subject:                       | PROPOSED AMENDMENTS TO BRIDGEPORT MUNICIPAL CODE OF ORDINANCES Chapter 10.16.070 - Rates and charges; grace period; prompt payment discount; immobilization; exemptions. |                 |                 |                 |
| Referred to:                   | Ordinance Committee  |                 |                 |                 |
| City Council Date:             | February 18, 2020  |                 |                 |                 |

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

### **Proposed Amendments to Chapter 10.16.070 – Rates and charges; grace period; prompt payment discount; immobilization; exemptions.**

WHEREAS, Chapter 10.16.070 of the Bridgeport Municipal Code of Ordinances sets forth the rates and charges related to parking meters; and,

WHEREAS, Chapter 10.16.070 sets forth that there shall be a 10 (ten) minute grace period within which to make initial parking meter payment and a 10 (ten) minute grace period after the time paid has expired before a violation may be issued; and,

WHEREAS, these grace periods were put in place by the City Council when the City of Bridgeport was piloting electronic meters that automatically took photos of violators after the ten minute grace periods were expired; and,

WHEREAS, the electronic meters have been replaced with regular coin and credit card meters and it is infeasible for parking enforcement officers to wait ten minutes at the beginning and/or end of parking sessions in order to determine that a parking violation has occurred; and,

WHEREAS, the grace period language in this ordinance has been used by many people in parking violation appeal hearings as a way to challenge otherwise legitimate parking violations.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Bridgeport that Chapter 10.16.070 - Rates and charges; grace period; prompt payment discount; immobilization; exemptions be amended to reflect Exhibit A attached hereto;

BE IT FURTHER ORDAINED that this ordinance amendment shall take effect immediately upon publication.



## OFFICE OF THE CITY CLERK RESOLUTION FORM

### EXHIBIT A

#### **10.16.070 - Rates and charges; ~~grace period~~; prompt payment discount; immobilization; exemptions.**

A.

Rates and Charges. The city council shall fix the minimum rates, rentals, fees and other charges for the use of, and for the administration, operation, construction, maintenance, replacement, services rendered and facilities furnished or to be furnished by each parking meter and parking facility. Such rates, rentals, fees and other charges shall be so fixed and revised as to provide funds sufficient at all times (a) to pay the cost of maintaining, repairing and operating the parking system, parking meters and parking facilities, including reserves for such purpose and for replacements and depreciation, (b) to pay the principal of and the interest on revenue bonds as the same become due and reserves therefore and (c) to provide a reserve fund as a margin of safety for making such payments as such revenue bonds may require. The rates, rentals, fees and other charges for the service and facilities furnished or to be furnished in the city's parking system are as follows:

Parking meters:

Daily ordinary rate unless otherwise authorized by ordinance ..... \$1.00/hour

Special parking zone rate ..... 2.00/hour

Delivery meter bag permit until midnight ..... 25.00/day

Failure to timely return immobilization device in 24 hours to parking administrator ..... 125.00

B.

~~Grace Period. Weekend Parking There shall be a ten-minute grace period within which to make initial payment for a metered parking space before a violation is incurred. Additionally, a vehicle may remain parked in a metered space for not more than ten minutes after the time paid for has expired without incurring a violation. A vehicle may remain parked in a metered space during Saturdays and Sundays without incurring a violation.~~

C.

Prompt Payment Discount. After the expiration of the time limit paid for by the parking fee has expired, the vehicle owner or operator may obtain a discount from the fine ordinarily assessed for the parking violation upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter.

D.

Immobilization Device. In the event that an immobilization device is placed on the vehicle for five or more accumulated and unpaid parking violations, upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter, the owner or operator will receive instructions that will enable the owner to immediately remove the immobilization device, which must be returned to the office of the parking administrator within 24 hours after the issuance of the parking violation in order to avoid the imposition of additional fines.

E.

Exemptions. The city authorizes the parking administrator to review and validate parking violations and send notices to owners based upon the data captured by the parking meters and other information available to it, and shall have the power to invalidate parking violations (i) under Chapter 10.12.010 (D) of the Code of Ordinances,



## OFFICE OF THE CITY CLERK RESOLUTION FORM

(ii) on account of inoperative or inaccurate parking meters, or (iii) for other good cause shown, and shall have the power to exempt certain owners of public service vehicles, emergency vehicles, and the like in a manner consistent with city ordinances and state law.

(Ord. dated 7/5/16; Ord. dated 7/3/17.)

### 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 |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |

### SECTION IV PUBLIC HEARING INFORMATION

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

### SECTION V 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)



## OFFICE OF THE CITY CLERK RESOLUTION FORM

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### SECTION I CITY COUNCIL SUBMISSION INFORMATION

|                                |   |                 |                 |                 |
|--------------------------------|---|-----------------|-----------------|-----------------|
| Log ID/Item Number:            | 51-19 (Ref. 176-17)   |                 |                 |                 |
| Submitted by Councilmember(s): | Aidee Nieves Choose an item.  |                 |                 |                 |
| Co-Sponsors(s):                | Choose an item.   | Choose an item. | Choose an item. | Choose an item. |
| District:                      | 137TH   |                 |                 |                 |
| Subject:                       | Revision necessitated by OPED noncompliance with Item # 176-17 authorizing the Urban Enterprise Zone Assessment Deferral for Qualified Development located at 515 West Avenue |                 |                 |                 |
| Referred to:                   | Joint Committee on Budget & Appropriations & Miscellaneous Matters  |                 |                 |                 |
| City Council Date:             | February 18, 2020   |                 |                 |                 |

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, Bridgeport Neighborhood Trust is viewed by many in the city as a vital partner in revitalizing neighborhoods; and

WHEREAS, at the October 15, 2018 City Council Meeting the Council accepted the report of a Joint Committee on Budget & Appropriations and Miscellaneous Matters and approved Item No. \*176-17; and

WHEREAS, Item No. \*176-17 resolved "that the City Council of the City of Bridgeport hereby authorizes the Enterprise Zone Benefit for the Owner's Qualified Project at 515 West Avenue and authorizes OPED to work on ten, fifteen, and twenty-year abatement schedules going back to October 1, 2017 and return such schedules to the City Council for action"; and

WHEREAS, in accordance with the Charter of the City of Bridgeport, Chapter 5, Section II, resolution # 176-17 was approved by the City Council of the City of Bridgeport on October 15, 2018 and did not require Mayoral signature; said approval was effective as of November 6, 2018; and

WHEREAS, despite the City Council resolution instructing the City to give Bridgeport Neighborhood Trust Enterprise Zone designation for the 515 West Avenue project back to the building's opening in 2017, and also for OPED to prepare a longer term 10/15/20 year tax abatement plan for the building, the City has done neither; and

WHEREAS, instead they provided Enterprise Zone designation only going back to 2018, retained the \$220,000 lien on the building for 2017 and then sold the lien to a private collection agency where it has now increased to over \$250,000; and

WHEREAS, the building is in imminent threat of foreclosure which effectively could close down the Bridgeport Neighborhood Trust as well as the 515 West building and other properties; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bridgeport hereby authorizes the Enterprise Zone Benefit for the Owner's Qualified project at 515 West Avenue retroactive to the 2017 Grand List and directs OPED to prepare ten, fifteen, and twenty-year abatement schedules based on the income valuation approach going back to October 1, 2017 and return such schedules to the City Council for action on or before March 15, 2020; and

BE IT FURTHER RESOLVED, should OPED fail to do so, the City Council will unilaterally establish a longer-term abatement schedule for the building. Additionally, and in accordance with State Law, the City Council directs the Tax Assessor immediately to use the same income valuation approach in valuing and assessing Bridgeport Neighborhood Trust's other affordable housing projects in Bridgeport.

ATTACHMENT - ITEM NO. \*176-17





## 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 |                     |
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| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |

### SECTION IV PUBLIC HEARING INFORMATION

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

### SECTION V 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)

# CITY COUNCIL OF THE CITY OF BRIDGEPORT

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## RULES OF ORDER

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As approved by City Council December 2, 2019

Amended October 18, 2004

Amended December 6, 2004

Amended October 19, 2009

Amended February 7, 2011

Amended April 18, 2011

Amended October 7, 2019

### **Rule XIII: References to Committees**

3. All resolutions or petitions asking for tax refunds or other moneys or for monetary damages for injuries sustained through the negligence of the City, or because of any statutory claim for money against the City shall be referred to the Committee on Miscellaneous Matters; except for the purposes of deferred or tax abatements only, such matters shall be referred to joint committee of Miscellaneous Matters and Budget.

**Item# \*176-17 Consent Calendar**

Resolution authorizing the Urban Enterprise Zone Assessment deferral for a qualified development located at 515 West Avenue.



**Report  
of  
Joint Committee  
on**

**Budget & Appropriations and  
Miscellaneous Matters**

City Council Meeting Date: October 15, 2018

Attest:

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

Approved by:

*Joseph P. Ganim*  
Joseph P. Ganim, Mayor

Date Signed:

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #176-17 was approved by the City Council of the City of Bridgeport on October 15, 2018 and does not require Mayoral signature: said approval effective as of November 6, 2018.

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18 NOV -8 AM 9:57  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

### **Item No. \*176-17 Consent Calendar**

#### **A Resolution by the Bridgeport City Council Authorizing the Urban Enterprise Zone Assessment Deferral For a Qualified Development at 515 West Avenue**

**Whereas**, pursuant to Chapter 585 of the Connecticut General Statutes and Chapter 3.28 of the Code of Ordinances of the City of Bridgeport (the "Ordinance"), there is established within the City of Bridgeport (the "City") an Urban Enterprise Zone (the "Enterprise Zone"); and

**Whereas**, the Ordinance provides that, with respect to certain real property improvement created by certain qualifying real estate development projects ("Qualified Project") within the Enterprise Zone, the assessment shall be fixed each year in accordance with a seven-year assessment deferral as more specifically detailed in the Ordinance (the "Enterprise Zone Benefit"); and

**Whereas**, the Ordinance requires that "to qualify for assessment deferral...the property owner must file an application.....with the city no later than the date of issuance of a certificate of occupancy for the...newly constructed building....[and] ...within ninety days of the issuance of a building permit" (the "Timely Filing Requirement"); and

**Whereas**, the Bridgeport Neighborhood Trust, acting through its ownership entity, Downtown West Gates Apartment Limited Partnership (the "Owner"), has developed a Qualified Project at 515 West Avenue, which is located within the Enterprise Zone but did not meet the Timely Filing Requirement and seeks appropriate relief from the City Council;

**Now therefore be it Resolved**, the Owner has developed a Qualified Project at 515 West Avenue that has been confirmed by OPED but failed to meet the Timely Filing Requirement through an inadvertent mistake.

OPED has determined that the Qualified Project is entitled to the Enterprise Zone Benefit and would have been entitled to the same if it satisfied the Timely Filing Requirement.

Notwithstanding the Owner's failure to meet the Timely Filing Requirement, the Owner is requesting the City Council to consider authorizing the Enterprise Zone Benefit for the Qualified Project.



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on Miscellaneous Matters and Budget & Appropriations  
Item No. \*176-17 Consent Calendar


-2-

The City Council understands and accepts the fact that the Owner made an unintentional mistake and that it should not be deprived of the Enterprise Zone Benefit and further believes that it is in the best interests of the City of Bridgeport to support the Qualified Project by authorizing the Enterprise Zone Benefit.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Bridgeport hereby authorizes the Enterprise Zone Benefit for the Owner's Qualified Project at 515 West Avenue and authorizes OPED to work on ten, fifteen, and twenty-year abatement schedules going back to October 1, 2017 and return such schedules to the City Council for action.

**RESPECTFULLY SUBMITTED,  
THE JOINT COMMITTEE ON BUDGET & APPROPRIATIONS AND  
MISCELLANEOUS MATTERS**

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, *Co-Chair*

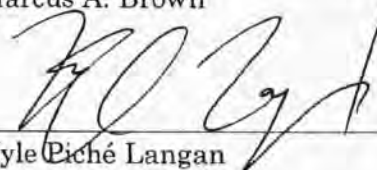
  
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Nessian J. Smith, *Co-chair*

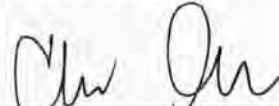
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Denese Taylor-Moye, *Co-Chair*


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Maria Zambrano Viggiano, *Co-Chair*

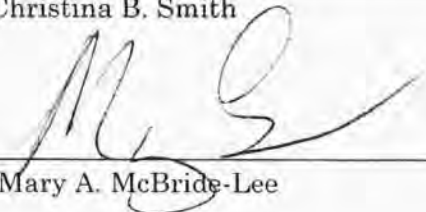
  
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Marcus A. Brown

  
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Michael A. Defilippo

  
\_\_\_\_\_  
Kyle Piché Langan

  
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Christina B. Smith

  
\_\_\_\_\_  
Jeanette Herron

  
\_\_\_\_\_  
Mary A. McBride-Lee

*City Council Date: October 15, 2018*

**Item # \*42-19 Consent Calendar**

Approval of General Obligation Bonds - To Refund Certain General Obligation Bonds.



**Report  
of  
Committee  
on  
Budget and Appropriations**

City Council Meeting Date: February 18, 2020

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

Approved by: Joseph J. Ganim  
Joseph J. Ganim, Mayor

Date Signed: 3/1/20

CITY CLERK  
20 MAR - 9 AM 9:20



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*42-19 Consent Calendar**

### **APPROVAL OF GENERAL OBLIGATION BONDS - To Refund Certain General Obligation Bonds**

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$45,000,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's General Obligation Bonds, 2012 Series A, the City's General Obligation Bonds, 2014 Series A and the City's General Obligation Bonds, 2016 Series D, and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed three percent (3%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, escrow fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

**BE IT FURTHER RESOLVED**, that the City Council, if the Officials deem it necessary, desirable or appropriate, appropriates and pledges for each year that the Refunding Bonds are outstanding, for the payment of the Refunding Bonds, all grant payments received by the City securing any and all of the Prior Bonds, and the City Council hereby authorizes the Officials to determine the terms and conditions of such pledge of security for the Refunding Bonds and whether or not, in fact, the City should grant such security, and the Officials are further authorized to take all such actions and execute all such documents to implement such security, all in such manner as such Officials shall determine to be in the best interest of the City; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Budget and Appropriations  
Item No. \*42-19 Consent Calendar

-2-

**BE IT FURTHER RESOLVED**, that the City Council authorizes and approves that the Refunding Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Refunding Bonds or which are contemplated by law; and

**BE IT FURTHER RESOLVED**, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant (i) if the Refunding Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Refunding Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Refunding Bonds will be paid, and the terms of any reserve or other fund for the benefit of the bondholders; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Refunding Bonds; and





# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations  
Item No. \*42-19 Consent Calendar

-3-

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Refunding Bonds, including the terms of any reserve that might be established as authorized herein and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as such Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by such Officials in order to issue, sell and deliver the Refunding Bonds; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to call irrevocably for redemption such maturities of the Prior Bonds, as they shall determine to refund from the proceeds of the Refunding Bonds and other moneys as they may determine to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The Officials are hereby authorized, on behalf of the City, to make representations or agreements for the benefit of the holders of the Refunding Bonds which are necessary or appropriate to ensure the exemption of interest on any maturities of the Refunding Bonds from taxation under the Internal Revenue Code of 1986, as amended; their respective approvals to be conclusively evidenced by their signatures on any such agreements or representations relating thereto; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Budget and Appropriations  
Item No. \*42-19 Consent Calendar

-4-

**BE IT FURTHER RESOLVED**, that the Refunding Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Refunding Bonds may be by facsimiles of such signatures printed on the Refunding Bonds, and each of such Officials is authorized to execute and deliver, on behalf of the City, all agreements, instruments and documents including, but not limited to a bond purchase agreement with the underwriter and an engagement letter with a financial advisor, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.


RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS



*Maria Zambrano Viggiano, Co-Chair*



*Michael A. DeFilippo, Co-Chair*



*Denese Taylor-Moye*



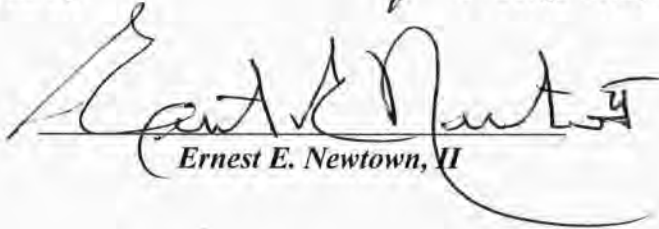
*Jeanette Herron*



*Matthew McCarthy*



*Jorge Cruz, Sr.*



*Ernest E. Newtown, II*

*City Council Date: February 18, 2020*

Item# \*27-19 Consent Calendar

Grant Submission: re United State Conference of Mayors  
(USCM) for Dollarwise Innovation Grant. (#21320)



**Report  
of  
Committee  
on**

**Public Safety and Transportation**

City Council Meeting Date: February 18, 2020

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

Approved by: Joseph P. Ganim  
*Joseph P. Ganim*  
Joseph P. Ganim, Mayor  
Date Signed: 3/1/20

2020 FEB 18 9:24 AM  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*27-19 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
United States Conference of Mayors  
Dollarwise Innovation Grant (#21320)**

**WHEREAS**, the **United States Conference of Mayors** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **United States Conference of Mayors Dollarwise Innovation Grant**; and

**WHEREAS**, funds under this grant will be used to support the development of a direct service program to returning citizens in collaboration with various partnerships; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **United States Conference of Mayors** to support reentering citizens in obtaining resources necessary to acquire proper identification, receive financial literacy training and pardon tutorials upon release in an effort to break the cycle of recidivism and increasing public safety; and

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

1. That it is cognizant of the City's grant application to and contract with the **United States Conference of Mayors** for the purpose of the **Dollarwise Innovation Grant**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **United States Conference of Mayors** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



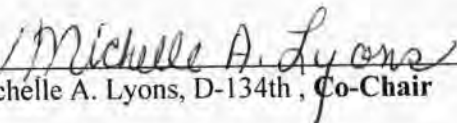
# City of Bridgeport, Connecticut Office of the City Clerk

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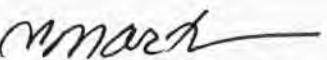
Report of Committee on Public Safety and Transportation  
Item No. \*27-19 Consent Calendar

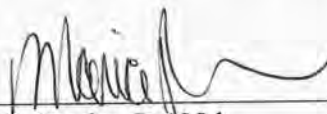
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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**


  
Michelle A. Lyons, D-134th, Co-Chair


Denese Taylor-Moye, D-131st, Co-Chair

  
Eneida L. Martinez, D-139th

  
Maria H. Pereira, D-138th

  
Maria Valle, D-137th

  
Mary McBride-Lee, D-135th

  
Amy Marie Yizzo-Paniccia, D-134th

*City Council Date: February 18, 2020*

Item # \*13-19 Consent Calendar

Resolution regarding a Memorandum of Understanding (MOU) with Action for Bridgeport Community Development, Inc. (#20266).



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: February 18, 2020

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

Approved by: Joseph P. Ganin  
*Joseph P. Ganin*  
Joseph P. Ganin, Mayor  
Date Signed: 2/18/20

CITY OF BRIDGEPORT  
20 MAR - 3 11 54 20



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*13-19 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Memorandum of Understanding  
Between  
Action for Bridgeport Community Development, Inc.  
and  
City of Bridgeport (#20266)**

**WHEREAS**, the Action for Bridgeport Community Development, Inc. (ABCD) is authorized to extend financial assistance to municipalities in the form of a Memorandum of Understanding (MOU); and

**WHEREAS**, this MOU establishes the terms and conditions of an agreement under which the parties agree to coordinate resources to provide programs and services; and

**WHEREAS**, this collaborative partnership is being formed in an effort to facilitate information sharing, cross referral and to enhance both parties' ability to provide services to qualified clients within the service area; and

**WHEREAS**, financial support provided by ABCD to the City of Bridgeport is limited to purchasing food items for the Veterans Food Pantry; and

**WHEREAS**, services provided by ABCD to the Office of Veterans Affairs' program participants include but are not limited to assessment, case management services, energy assistance services, emergency utility/rent/mediation assistance, referrals, basic skills training, job skills trainings, computer trainings, and job search; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport execute a MOU to accomplish outcomes to maintain or improve the quality of life of Bridgeport's veterans.

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

1. That it is cognizant of the **Memorandum of Understanding Between Action for Bridgeport Community Development, Inc and City of Bridgeport** for the purpose of establishing a partnership to provide financial support and case management services; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

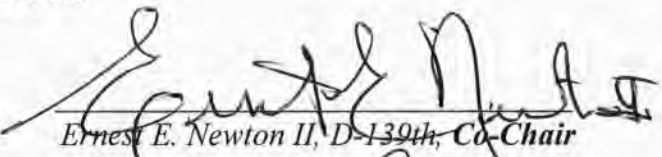
Report of Committee on Contracts  
Item No. \*13-19 Consent Calendar

-2-

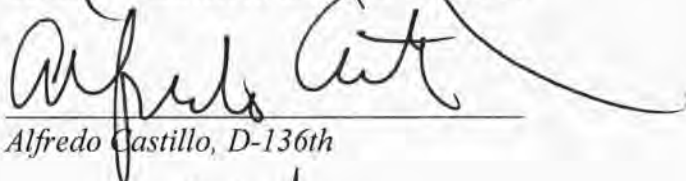
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute such **Memorandum of Understanding Between Action for Bridgeport Community Development, Inc. and City of Bridgeport** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.


RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

  
\_\_\_\_\_  
Jeanette Herron, D-133rd, Co-Chair


  
\_\_\_\_\_  
Ernest E. Newton II, D-139th, Co-Chair

\_\_\_\_\_  
Jorge Cruz, Sr., D-131st

  
\_\_\_\_\_  
Alfredo Castillo, D-136th

  
\_\_\_\_\_  
Michael A. DeFilippo, D-133rd

  
\_\_\_\_\_  
Maria H. Pereira, D-138th

  
\_\_\_\_\_  
Scott Burns, D-130th

City Council Date: February 18, 2020



**Item # 43-19**

Approval of Additional Capital Project Authorization to the  
2020-2024 Capital Plan and Approval of General  
Obligation Bonds.



**Report  
of  
Committee  
on  
Budget and Appropriations**

City Council Meeting Date: February 18, 2020

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

Approved by *[Signature]*  
Joseph B. Ganim, Mayor

Date Signed: *3/1/20*

20 MAR - 9:24  
-7KCE



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. 43-19**

### **APPROVAL OF ADDITIONAL CAPITAL PROJECT AUTHORIZATION TO THE 2020-2024 CAPITAL PLAN AND APPROVAL OF GENERAL OBLIGATION BONDS**

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has previously adopted the City's Five-Year Capital Plan for Fiscal Years 2020-2024 (the "2020-2024 Capital Plan"); and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to add additional capital plan authorization in the amount of \$7,000,000 for the capital projects more particularly listed on Exhibit A attached hereto to the City's 2020-2024 Capital Plan (the "2020 Capital Plan Projects"); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against any Five-Year Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve additional borrowing authorization for the City's Five-Year Capital Plan for Fiscal Years 2019-2023 (the "2019-2023 Capital Plan") and the 2020-2024 Capital Plan in the amount of \$12,000,000 for the projects, all as more particularly listed on Exhibit B attached hereto (the "Bond Projects"); and now therefore, be it

**RESOLVED**, that the City's 2020-2024 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the 2020 Capital Plan Projects as set forth on Exhibit A.

**RESOLVED**, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves an appropriation of the amounts necessary to: (i) fund the Bond Projects in an aggregate principal amount not to exceed \$12,000,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in an aggregate principal amount not to exceed \$12,000,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Bond Projects as set forth on Exhibit B; and (ii) finance such additional costs and expenses, in an amount not to exceed three percent (3%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations  
Item No. 43-19

-2-

and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

**RESOLVED**, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

**RESOLVED**, that the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

**RESOLVED**, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Budget and Appropriations

Item No. 43-19

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**RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

**RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further

**RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Bonds and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and be it further

**RESOLVED**, that the Bonds shall be signed by the Officials provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Budget and Appropriations  
Item No. 43-19

-4-

**RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds to other City projects authorized for bonding, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

**RESOLVED**, that the Officials are hereby authorized to apply for and accept any available State or federal grant in aid of the financing of the Bond Projects, and to take all action necessary or proper in connection therewith.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

*Maria Zambrano Viggiano, Co-Chair*

*Michael A. DeFilippo, Co-Chair*

*Denese Taylor-Moye*

*Jeanette Herron*

*Matthew McCarthy*

*Jorge Cruz, Sr.*

*Ernest E. Newtown, II*

City Council Date: February 18, 2020

**Exhibit A**

**Additional Capital Projects**

| <b><u>Project Description</u></b>                | <b><u>Fiscal Year<br/>2020<br/>Capital Plan<br/>Authorization</u></b> |
|--|---|
| <i><u>Economic Development</u></i>               |   |
| Remington Arms Remediation/Demolition/Clean Up   | \$5,000,000   |
| <i><u>Public Facilities</u></i>                  |   |
| Roadway Paving, Bridges, Culverts, Intersections | <u>\$2,000,000</u>  |
| <b>Total</b>                                     | <b><u>\$7,000,000</u></b>   |

**Exhibit B**

**Bonding Authorization**

| <b><u>Project Description</u></b>                | <b><u>FY19 Capital Plan<br/>Bonding<br/>Authorization</u></b> | <b><u>FY20 Capital Plan<br/>Bonding<br/>Authorization</u></b> |
|--|---|---|
| <i>Board of Education</i>                        |   |   |
| Bassick High School - New                        | \$5,000,000   |   |
| <i>Economic Development</i>                      |   |   |
| Remington Arms Remediation/Demolition/Clean Up   |   | \$5,000,000   |
| <i>Public Facilities</i>                         |   |   |
| Roadway Paving, Bridges, Culverts, Intersections |   | \$2,000,000   |
| <b>Total</b>                                     | <b><u>\$5,000,000</u></b>                                     | <b><u>\$7,000,000</u></b>                                     |
| <b>TOTAL BONDING AUTHORIZATION</b>               |   | <b>\$12,000,000</b>   |

CITY OF BRIDGEPORT

FY2020-2024 CITY COUNCIL PROPOSED AMENDMENT TO THE FIVE YEARS CAPITAL PLAN ( as adopted by Budget & Appropriations Committee on 02/10/2020 )

| PROJECT DESCRIPTIONS   | FY2019<br>Council<br>Amended<br>Capital Plan | FY2020 "BAC"<br>Adopted Capital<br>Plan<br>Amendment | FY2021<br>Proposed<br>Capital Plan | FY2022<br>Proposed<br>Capital Plan | FY2023<br>Proposed<br>Capital Plan | FY2024<br>Proposed<br>Capital Plan | Total Amended<br>Capital Plan<br>FY2020-FY2024 |
|--|--|--|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--|
| <b>BOARD OF EDUCATION:</b>                                     |  |  |                                    |                                    |                                    |                                    |  |
| BOE - Maintenance Veh. Dump Truck/4 vans/2 pickup              |  |  |                                    | 105,000                            |                                    |                                    | 105,000  |
| New Bassick High School(21% City Share)                        | 27,500,000                                   |  |                                    |                                    |                                    |                                    | 0  |
| High Horizons - HVAC Controls                                  | 400,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| Black Rock - 4 Exterior Doors                                  |  |  | 150,000                            |                                    |                                    |                                    | 150,000  |
| Multi-Cultural-HVAC Controls ( 2 roof top Units)               | 400,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| Read School -Elevator Repairs/Upgrades                         | 120,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| Cesar Batallia - Replace Ice Storage Syst.w/Chiller            |  | 100,000  |                                    |                                    |                                    |                                    | 100,000  |
| Read - Renovate Students Bathroom                              | 100,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| JFK Air Handling Admin- 2 Roof Tops Units                      |  | 450,000  |                                    |                                    |                                    |                                    | 450,000  |
| JFK Air - Elevator Repair/Upgrades                             | 85,000                                       |  |                                    |                                    |                                    |                                    | 0  |
| Madison - Roof Top Heating Units Replace 4 units               |  | 225,000  |                                    |                                    |                                    |                                    | 225,000  |
| Madison School - Elevator Repairs/Upgrades                     | 182,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| Bryant - Masonry and Parapet                                   |  | 160,000  |                                    |                                    |                                    |                                    | 160,000  |
| Edison School - Boiler Replacement (2 units)                   |  | 160,000  |                                    |                                    |                                    |                                    | 160,000  |
| Park City Magnet - HVAC Equip-Replace 2 boilers                |  | 250,000  |                                    |                                    |                                    |                                    | 250,000  |
| Blackham - Masonry-Outside Pool Wall/Heating Syst.             |  |  | 125,000                            |                                    |                                    |                                    | 125,000  |
| Blackham - Elevator Repairs/Upgrades                           | 40,000                                       |  |                                    |                                    |                                    |                                    | 0  |
| Marin - HVAC Equipment-Replace 3 A/C Units                     |  | 300,000  |                                    |                                    |                                    |                                    | 300,000  |
| Marin - Roof Replacement (21% City Share)                      | 504,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| Marin School - Elevator Repair/Upgrades                        | 33,000                                       |  |                                    |                                    |                                    |                                    | 0  |
| Hallen - Elevator Repairs/Upgrades                             | 51,000                                       |  |                                    |                                    |                                    |                                    | 0  |
| <b>TOTAL BOARD OF EDUCATION</b>                                | <b>29,415,000</b>                            | <b>1,645,000</b>                                     | <b>275,000</b>                     | <b>105,000</b>                     | <b>0</b>                           | <b>0</b>                           | <b>2,025,000</b>                               |
| <b>ECONOMIC DEVELOPMENT:</b>                                   |  |  |                                    |                                    |                                    |                                    |  |
| Land Management / Acquisition                                  | 1,000,000                                    | 1,000,000  | 1,000,000                          | 1,000,000                          | 0                                  |                                    | 3,000,000                                      |
| City Owned Properties-Development Ready Program                | 1,000,000                                    | 1,000,000  | 1,000,000                          | 1,000,000                          |                                    | 1,000,000                          | 4,000,000                                      |
| Congress Street Bridge Replacement - City Share(Amended)*      | 12,000,000                                   |  |                                    |                                    |                                    |                                    | 0  |
| Master Plan Update and Zoning Update                           | 150,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| Lafayette Blvd/Fairfield Ave./Redesign-(10 %City Match)        | 290,000                                      | 400,000  |                                    |                                    |                                    |                                    | 400,000  |
| <b>Remington Arms Site Improvement(FY20 Amendment)*</b>        |  | <b>5,000,000</b>                                     |                                    |                                    |                                    |                                    | <b>5,000,000</b>                               |
| Site Improvement/Public Housing                                |  | 600,000  | 600,000                            |                                    | 600,000                            | 600,000                            | 2,400,000                                      |
| Gateway To South End/Citywide Strategic Acquisition            | 1,000,000                                    | 1,000,000  | 1,000,000                          | 1,000,000                          | 1,000,000                          |                                    | 4,000,000                                      |
| Blight / Demolition / Clean Up/Property Management             | 1,000,000                                    | 3,000,000  |                                    | 1,000,000                          | 2,000,000                          | 0                                  | 6,000,000                                      |
| Seaview Ave Corridor/Waterfront Proj(20% city match)(Amended)* |  | 2,000,000  |                                    | 1,000,000                          |                                    |                                    | 3,000,000                                      |
| Preservation Block Acquisition/Demolition (Amended)*           | 1,000,000                                    |  |                                    |                                    |                                    |                                    | 0  |
| Civic Block Demolition/ Clean Up (Amended)*                    | 1,000,000                                    |  |                                    |                                    |                                    |                                    | 0  |
| City Wide Acquisition/Clean Up (Amended)*                      | 4,850,000                                    |  |                                    |                                    |                                    |                                    | 0  |
| City Wide Streetscapes/Blight/Development(Amended)*            | 4,000,000                                    |  |                                    |                                    |                                    |                                    | 0  |
| <b>TOTAL ECONOMIC DEVELOPMENT</b>                              | <b>27,290,000</b>                            | <b>14,000,000</b>                                    | <b>3,600,000</b>                   | <b>5,000,000</b>                   | <b>3,600,000</b>                   | <b>1,600,000</b>                   | <b>27,800,000</b>                              |

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CITY OF BRIDGEPORT

FY2020-2024 CITY COUNCIL PROPOSED AMENDMENT TO THE FIVE YEARS CAPITAL PLAN ( as adopted by Budget & Appropriations Committee on 02/10/2020 )

| PROJECT DESCRIPTIONS   | FY2019<br>Council<br>Amended<br>Capital Plan | FY2020 "BAC"<br>Adopted Capital<br>Plan<br>Amendment | FY2021<br>Proposed<br>Capital Plan | FY2022<br>Proposed<br>Capital Plan | FY2023<br>Proposed<br>Capital Plan | FY2024<br>Proposed<br>Capital Plan | Total Amended<br>Capital Plan<br>FY2020-FY2024 |
|--|--|--|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--|
| <b>PUBLIC FACILITIES:</b>                                    |  |  |                                    |                                    |                                    |                                    |  |
| Roadway Paving, Bridges, Culverts, Intersections(Amendment)* | 0  | 3,000,000  | 1,000,000                          | 1,200,000                          | 2,100,000                          | 0                                  | 7,300,000                                      |
| Public Facilities Equipment                                  | 1,700,000                                    | 1,000,000  | 500,000                            | 0                                  | 0                                  | 1,500,000                          | 3,000,000                                      |
| Muni Bldg. HVAC / Heating / Elec./ Facilities                | 0  | 1,450,000  | 750,000                            | 500,000                            | 800,000                            |                                    | 3,500,000                                      |
| City Wide Building & Security Improvements                   | 1,500,000                                    | 1,000,000  | 0                                  | 1,000,000                          | 1,000,000                          | 0                                  | 3,000,000                                      |
| Public Facilities Buildings at 990 Housatonic Avenue         | 875,000                                      | 350,000  |                                    | 0                                  | 0                                  | 0                                  | 350,000  |
| Municipal Storm Sewer Separator System (MS4 Req.)            | 500,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| New East Side Senior Center-Old Engine 10/Putnam St.         | 500,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| Facilities Assessments /Planning Studies                     |  |  |                                    | 100,000                            |                                    |                                    | 100,000  |
| Energy Conservation /Conversion Program                      |  | 250,000  |                                    | 250,000                            |                                    |                                    | 500,000  |
| Harbor Yard Ballpark Upgrades                                |  | 150,000  | 150,000                            | 150,000                            | 150,000                            |                                    | 600,000  |
| Arena Rehabilitation (Amendment)*                            | 10,000,000                                   | 5,000,000  | 0                                  | 0                                  |                                    |                                    | 5,000,000                                      |
| Producto Building Demolition/Remediation (Amended)*          | 3,000,000                                    |  |                                    |                                    |                                    |                                    | 0  |
| 752 East Main Street Demolition (Amended)*                   | 2,000,000                                    |  | 3,000,000                          |                                    |                                    |                                    | 3,000,000                                      |
| Street Lights Wattage Upgrade                                |  | 500,000  |                                    | 250,000                            |                                    | 250,000                            | 1,000,000                                      |
| Various Airport Improvement Projects                         |  |  |                                    | 275,000                            |                                    |                                    | 275,000  |
| Parks Maintenance Equip(Include Golf Course)                 | 200,000                                      | 400,000  | 300,000                            | 400,000                            | 600,000                            |                                    | 1,700,000                                      |
| Various Park Improvement Projects                            | 450,000                                      | 200,000  |                                    | 400,000                            | 100,000                            |                                    | 700,000  |
| Barnum Museum  |  |  | 1,000,000                          |                                    |                                    |                                    | 1,000,000                                      |
| Bloom Bulkhead   | 2,500,000                                    |  |                                    |                                    |                                    |                                    | 0  |
| Side Walks/Street scape Replacements                         | 0  |  | 1,500,000                          | 500,000                            | 500,000                            | 500,000                            | 3,000,000                                      |
| Pleasure Beach Bridge and Fishing Pier                       |  |  | 1,000,000                          |                                    |                                    |                                    | 1,000,000                                      |
| Landfill Closure-Stewardship                                 | 1,000,000                                    |  |                                    |                                    |                                    |                                    | 0  |
| Ferry Terminal Ramp/Loading Dock (20% City Match)            | 250,000                                      | 225,000  | 0                                  | 0                                  |                                    |                                    | 225,000  |
| Citywide Signage   | 125,000                                      | 125,000  | 125,000                            | 0                                  |                                    |                                    | 250,000  |
| Citywide Deco Lights   |  | 500,000  | 0                                  |                                    |                                    | 500,000                            | 1,000,000                                      |
| Traffic Lights Upgrades                                      |  | 125,000  | 125,000                            |                                    |                                    |                                    | 250,000  |
| Perry Memorial Arch.   | 250,000                                      | 0  | 0                                  | 400,000                            | 400,000                            |                                    | 800,000  |
| Veterans Memorial Park Improvements                          |  | 100,000  | 100,000                            | 150,000                            | 0                                  |                                    | 350,000  |
| Tennis Courts Improvement                                    | 100,000                                      | 100,000  | 150,000                            | 0                                  | 130,000                            |                                    | 380,000  |
| Kennedy Stadium  |  | 150,000  |                                    |                                    |                                    |                                    | 150,000  |
| Knowlton Park  |  | 100,000  |                                    |                                    |                                    |                                    | 100,000  |
| Park Restrooms   | 100,000                                      | 120,000  | 0                                  | 170,000                            | 170,000                            |                                    | 460,000  |
| Pleasure Beach Park  | 0  | 300,000  | 100,000                            | 150,000                            |                                    |                                    | 550,000  |
| Golf Course Improvements                                     | 150,000                                      | 150,000  | 150,000                            | 300,000                            | 0                                  |                                    | 600,000  |
| Beardsley Zoo Improvements                                   |  | 640,000  |                                    |                                    | 1,500,000                          | 1,000,000                          | 3,140,000                                      |
| Lincoln Boulevard  |  |  | 500,000                            |                                    |                                    |                                    | 500,000  |
| <b>TOTAL PUBLIC FACILITIES</b>                               | <b>25,200,000</b>                            | <b>15,935,000</b>                                    | <b>10,450,000</b>                  | <b>6,195,000</b>                   | <b>7,450,000</b>                   | <b>3,750,000</b>                   | <b>43,780,000</b>                              |
| <b>OTHER DEPARTMENTS:</b>                                    |  |  |                                    |                                    |                                    |                                    |  |
| Police Fleet Upgrade   |  |  |                                    |                                    | 1,000,000                          | 0                                  | 1,000,000                                      |
| Police Equipment / Technology/VHF Portable Radios            |  |  |                                    | 500,000                            |                                    |                                    | 500,000  |
| Fire Apparatus Replacement Program / Vehicles                |  | 705,000  |                                    | 1,606,000                          | 1,128,500                          | 846,000                            | 4,285,500                                      |
| Technology Enhancement / Systems Improvement                 |  |  | 250,000                            |                                    |                                    |                                    | 250,000  |
| WPCA Capital Improvements (Amended )*                        | 2,095,000                                    | 1,140,000  | 1,085,000                          | 1,390,000                          | 1,115,000                          | 925,000                            | 5,655,000                                      |
| Emergency Operations / Technology upgrade                    | 300,000                                      |  |                                    |                                    |                                    |                                    | 0  |
| IT Telephony & Computer Replacement Program                  |  | 200,000  | 500,000                            |                                    | 500,000                            |                                    | 1,200,000                                      |
| Citywide Departments -Fiber Optics Installation              | 3,500,000                                    |  |                                    |                                    |                                    |                                    | 0  |
| <b>TOTAL OTHER DEPARTMENTS</b>                               | <b>5,895,000</b>                             | <b>2,045,000</b>                                     | <b>1,835,000</b>                   | <b>3,496,000</b>                   | <b>3,743,500</b>                   | <b>1,771,000</b>                   | <b>12,890,500</b>                              |
| <b>TOTAL ALL DEPARTMENTS</b>                                 | <b>87,800,000</b>                            | <b>33,625,000</b>                                    | <b>16,160,000</b>                  | <b>14,796,000</b>                  | <b>14,793,500</b>                  | <b>7,121,000</b>                   | <b>86,495,500</b>                              |

\* On February 10, 2020 the Budget & Appropriations Committee amended the FY2020 Capital budget plan by increasing the Public Facilities Roadway Paving, culverts line item by \$2,000,000 and the adding \$5,000,000 line item under the Economic Development Department for the demolition, clean up of the Remington Arms Site for future economic development.

The Budget & Appropriations Committee \$2,000,000 roadway paving and \$5,000,000 Remington Arms site amendments will increase the FY2020 Council adopted Capital plan from \$26,625,000 to \$33,625,000.

Consequently, the \$7,000,000 amendments will increase the total FY20-24 Council adopted capital plan from \$79,495,500 to \$86,495,500.

**Item #18-19**

Agreement with PMA Management Corporation of New England, Inc. to provide Third Party Administrative Services for Workers' Compensation and Heart and Hypertension Benefits.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: February 18, 2020

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

Approved by: *Joseph P. Ganin*  
Joseph P. Ganin, Mayor

Date Signed: *2/1/20*



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No.** 18-19

### RESOLUTION

#### **Proposed Agreement with PMA to provide Third Party of 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, SUBJECT TO APPROVAL BY THE BRIDGEPORT BOARD OF EDUCATION**, 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.

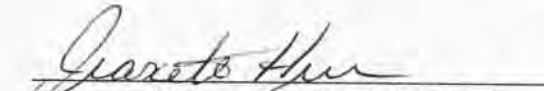


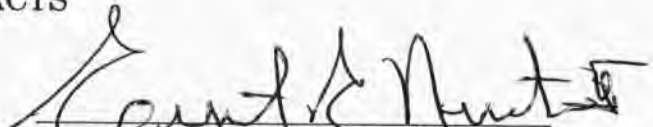
City of Bridgeport, Connecticut  
Office of the City Clerk

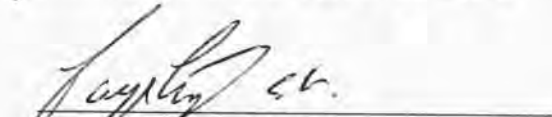
Report of Committee on Contracts  
Item No. 18-19


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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

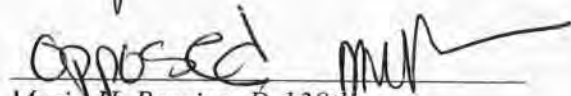
  
Jeanette Herron, D-133rd, Co-Chair


  
Ernest E. Newton II, D-139th, Co-Chair

  
Jorge Cruz, Sr., D-131st

  
Alfredo Castillo, D-136th

\_\_\_\_\_  
Michael A. DeFilippo, D-133rd

  
Maria H. Pereira, D-138th

  
Scott Burns, D-130th

City Council Date: February 18, 2020

**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 1<sup>st</sup>, 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 11<sup>th</sup> 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.
- c) 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 Indemnitee 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

## Request for Proposals

Third Party Administration of Workers Compensation and  
Heart and Hypertension Benefits

Bid Number: BFX127194



Request for Proposals (RFP)

*Third Party Administration of Workers Compensation and  
Heart and Hypertension Benefits*

Bid No. BFX127194

CITY OF BRIDGEPORT, CT

DEPARTMENT OF PUBLIC PURCHASES

999 BROAD STREET

BRIDGEPORT, CT 06604

February 15, 2019



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## **I. PURPOSE, GENERAL INFORMATION, BACKGROUND**

- A. Purpose:** The City of Bridgeport, CT and the Bridgeport, CT Board of Education (the "City") are seeking proposals from outstanding firms (the "Vendor") to provide third-party administrative services only (ASO) for the City's Workers' Compensation and Heart and Hypertension program.

Bridgeport's objective is to choose a Vendor that demonstrates the ability to meet the City's goals of 1) reduced claims frequency and severity, 2) responsive and effective claim and medical management for the benefit of injured employees, 3) early return to work to minimize lost time and permanent disability, 4) vigorous investigation and defense of claims, 5) most efficient use of Bridgeport's resources to accomplish these goals, and 6) lowest attainable cost.

Eligible respondents will be those companies that have a demonstrated track record in providing a complete menu of Workers' Compensation and Heart and Hypertension administration services to a government entity employing a broad range of occupations in law enforcement, firefighting, public education, administrative services and Public Facilities (including roadway and building services, sanitation, public parks and golf course, municipal airport and zoo) and sewage treatment. The Board of Education employees certified teachers and administrators, property maintenance, security, food services, transportation and administrative personnel.

### **B. Background:**

The City employs approximately 3,900 full time employees of which 1,250 are employed by the City and 2,680 are employed by the Board of Education. Approximately, 725 employees in the City and 322 in the Board of Education work in either part-time or seasonal capacity.

The City's Benefits Administration Department coordinates worker's compensation and loss control services for all departments, which individually are responsible managing employee safety and absences due to work-related injuries within their respective areas.

The City has maintained a self-funded workers compensation plan for many years. From 1999 to 2012, claims administration, medical management and loss control services were provided by Berkley Administrators. In 2012, PMA of CT became the third-party administrator. The agreement with PMA is scheduled to terminate on June 30, 2019.

The City has engaged the services of RMI Associates, LLC (the "Consultant") to provide professional consulting services regarding this solicitation.

## Bridgeport Claims Count

### Workers Compensation

| <i>Year</i>                     | <i>Indemnity Closed</i> | <i>Indemnity Open</i> | <i>Total Indemnity</i> | <i>Medical Closed</i> | <i>Medical Open</i> | <i>Total Medical</i> | <i>Record Only</i> |
|---------------------------------|-------------------------|-----------------------|------------------------|-----------------------|---------------------|----------------------|--------------------|
| 2018<br>(6 mo.)                 | 21                      | 47                    | 68                     | 195                   | 51                  | 246                  | 34                 |
| 2017                            | 84                      | 66                    | 150                    | 445                   | 10                  | 455                  | 52                 |
| 2016                            | 109                     | 34                    | 143                    | 454                   | 7                   | 461                  | 22                 |
| 2015                            | 98                      | 12                    | 110                    | 420                   | 4                   | 424                  | 35                 |
| 2014                            | 116                     | 9                     | 125                    | 543                   | 1                   | 544                  | 70                 |
| 2013                            | 134                     | 10                    | 144                    | 487                   | 1                   | 488                  | 76                 |
| Prior Years                     |                         | 70                    |                        |                       | 4                   |                      |                    |
| <b>Total Open</b>               |                         | <b>248</b>            |                        |                       | <b>78</b>           |                      |                    |
| <b>2013-2017 Average Annual</b> |                         |                       | <b>134</b>             |                       |                     | <b>474</b>           | <b>51</b>          |

### Heart & Hypertension

| <i>Year</i>                     | <i>Indemnity Closed</i> | <i>Indemnity Open</i> | <i>Total Indemnity</i> | <i>Medical Closed</i> | <i>Medical Open</i> | <i>Total Medical</i> | <i>Record Only</i> |
|---------------------------------|-------------------------|-----------------------|------------------------|-----------------------|---------------------|----------------------|--------------------|
| 2018<br>(6 mo.)                 | 0                       | 0                     | 0                      | 0                     | 0                   | 0                    | 0                  |
| 2017                            | 0                       | 3                     | 3                      | 5                     | 0                   | 5                    | 0                  |
| 2016                            | 0                       | 6                     | 6                      | 6                     | 0                   | 6                    | 0                  |
| 2015                            | 1                       | 3                     | 4                      | 3                     | 0                   | 3                    | 0                  |
| 2014                            | 3                       | 2                     | 5                      | 1                     | 0                   | 1                    | 1                  |
| 2013                            | 2                       | 0                     | 2                      | 6                     | 0                   | 6                    | 0                  |
| Prior Years                     |                         | 179                   |                        |                       | 33                  |                      |                    |
| <b>Total Open</b>               |                         | <b>193</b>            |                        |                       | <b>33</b>           |                      | <b>1</b>           |
| <b>2013-2017 Average Annual</b> |                         |                       | <b>4</b>               |                       |                     | <b>4</b>             | <b>0</b>           |

All data as of 12/31/18

## C. General Information

1. **Electronic Posting of Invitation to Bid.** The invitation to submit proposals will be posted on [www.bidsync.com](http://www.bidsync.com), the City's electronic bidding website. All Questions and Answers about the RFP (Q & A process described in paragraph I. C. (6) below) will also be posted on such website.
2. **Minority Business Enterprises Are Encouraged to Respond.** The City encourages Minority Business Enterprises ("MBEs") to submit their qualifications. For further information about the MBE Ordinance, Target Groups or the assignment of Evaluation Credits, please contact Fred Gee at 203-576-8473 or by email at [Fred.Gee@bridgeportct.gov](mailto:Fred.Gee@bridgeportct.gov).
  - a. **Target Groups:**
    - i. **Definition:** An MBE TPA is entitled to Evaluation Credits if it is a Target Group for these services under the provisions of the Minority Business Enterprise Ordinance, Section 3.12.130 of the City Ordinances ("MBE Ordinance"). Target Groups for this procurement are: Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.
    - ii. **Evaluation Credits:** TPAs that demonstrate that they are Minority **Business Enterprises** that constitute Target Groups, as defined in the City's Minority Business Enterprise Ordinance, Chapter 3.12.130, shall be granted an additional ten points (10) as Evaluation Credits.
    - iii. **Obtaining Target Group Certification:** A Target Group TPA seeking Evaluation **Credits** must provide a certification of its minority business status and state in its qualifications statement its desire to be recognized as a minority business enterprise and to receive Evaluation Credits.
  - b. **Joint Ventures between Non-Minority TPAs and Target Group TPAs.** Non-minority TPAs are encouraged to form joint ventures or partnerships with Target Group TPAs and the joint venture will be entitled to additional points based on the extent of the Target Group's ownership interest in the joint venture/partnership as further described below.
    - i. **Meaning of Joint Venture:** A "joint venture" is a written contractual business undertaking by two or more parties who agree to contribute equity and to share risk, expertise, experience, and profits in the undertaking. The term "joint venture" refers to the purpose of the entity but not its type. A joint venture can be a corporation, a limited liability company, a partnership, individuals or

groups of individuals, or another legal structure. It is typically established for a single business transaction. The joint venture agreement includes an agreement to form a new entity, an agreement to contribute equity, an agreement to share revenues, expenses and profits, and an agreement concerning control of the enterprise.

- ii. **Evaluation Credits for Joint Ventures:** Up to five (5) points to non-MBE TPAs that have formed joint venture arrangements with Target Group TPAs determined by a formula that takes the percentage of the Target Group TPA's ownership interest in such joint venture converted to a percentage (e.g., .25 or 25% ownership interest  $\times 10 = 2.5$  points) to arrive at the number of points not to exceed 5.
- iii. **Applying for Evaluation Credits:** Evidence of the written existence and attributes of a joint venture must be submitted at the time of bid submission. The City, with the advice of the Office of the City Attorney, will determine the qualifications and entitlement to joint venture status of any such entity in the exercise of its prudent business judgment, reasonably exercised.
- iv. Requirements of non-MBE TPAs seeking Evaluation Credits
  - (a) state the basis for seeking Evaluation Credits,
  - (b) identify the joint venture created with a Target Group TPA,
  - (c) identify the minority TPA as one of the Target Groups for the type of services or work sought by the bid,
  - (d) identify the Target Group's percentage ownership interest in the joint venture,
  - (e) State whether such joint venture
    - (i) Was created only for this particular bid,
    - (ii) Is now and/or will in the future be utilized for bidding,
    - (iii) Is currently utilized for bidding on both public and private work,
    - (iv) Has bid on, undertaken or completed work in the past, together with a description of such work and customer contact information.
  - (f) Describe the Target Group's active involvement in and dollar volume of the work that the Target Group will perform as part of the services that are the subject of the bid to ensure that its participation is reasonably similar to its percentage ownership interest in such entity. Items (a) through (f) must be supported by documentation satisfactory to the City so that the City can independently verify the basis for the claim to Evaluation Credits, determine any entitlement to the award of Evaluation Credits, and determine the amount of Evaluation Credits to be awarded.

- 3. Treatment of Confidential Information.** Financial statements, proposals and other business confidential information may not be subject to disclosure under the Connecticut Freedom of Information law, Section 1-210(b)(5)(A) of the Connecticut General Statutes (FOIA), if such information constitutes "trade secrets" as defined therein. If a Vendor desires certain information to be protected from disclosure under FOIA as a trade secret, the Vendor should clearly identify such information, place such information in a separate envelope appropriately marked, and submit such information with its bid or proposal. Such information shall be retained by the Project Manager in confidence, shall only be viewed by City employees and consultants having a "need to know," and shall be returned to all unsuccessful Vendors, or will be destroyed, upon award or the termination or withdrawal of the bid. If such information is sought to be disclosed, the Project Manager will afford notice to the party or parties whose information is being sought so that each has an opportunity to dispute disclosure in a court of law at such party's sole cost and expense. The City shall protect information from disclosure or refuse to disclose such information unless it (i) is already known; (ii) is in the public domain through no wrongful act of the City; (iii) is received by the City from a third party who was free to disclose it; (iv) may be properly disclosed under FOIA; or (v) is required to be disclosed by a court of law.
- 4. Vendor's Costs in responding to this RFP:** The City shall not be liable for any costs that the Vendor incurs in the preparation and submission of its proposal, in participating in the selection process or in anticipation of an award of contract.
- 5. Who Can Bid:** Proposals will only be accepted from Vendors who are licensed to provide the services under consideration, and otherwise capable of performing the services described in the Scope of Services within the State of Connecticut.
- 6. Questions and Answers About this RFP:** It is the responsibility of the Vendor to inquire about additional information or clarification of any aspect of this RFP, by submitting questions to [www.bidsync.com](http://www.bidsync.com). Questions will be received until **5:00 PM on Friday, March 8, 2019**. All responses will be posted no later than **5:00 PM on Monday, March 18, 2019**. All Vendors are obligated to become familiar with such questions and responses and to submit or revise their proposals accordingly. The City assumes no responsibility for a Vendor's failure to read questions and responses or to revise their proposals accordingly.
- 7. Intent to Respond Notification:** The City has excluded certain information from the bid specifications included in this RFP. Vendors are requested to notify [Richard.Weiner@Bridgeportct.gov](mailto:Richard.Weiner@Bridgeportct.gov) of its intention to respond to this RFP **no later than 5:00 PM on Friday, March 1, 2019**. **Vendor must provide a return email address.** Upon receipt of Vendor's notice, City will send additional claims and loss information by return email. See Exhibit 3.

**8. Tentative Bid Review Timetable.** Dates are subject to change

RFP Issued: February 15, 2019

Deadline to submit intent to respond: 5:00 PM, Friday, March 1, 2019

Deadline to submit questions to Bidsync: March 8, 2019

Answers to question posted on Bidsync: March 18, 2019

**Deadline to submit proposals: 2:00 PM, March 27, 2019**

Date for finalist interviews: April 8, 2019

Vendor Selected: By April 15, 2019

- 9. Request for Modification:** The City reserves the right to (1) request that Vendors modify their proposals to more fully meet the needs of the City, (2) negotiate modifications to the proposal with the successful Vendor, and (3) waive minor irregularities in the proposals. If it becomes necessary to revise or amend any part of this RFP, the City will post a revision by written addendum to Bidsync and contact Vendors who notified the City of their intent to respond to this RFP.
- 10. Proposals Become the property of the City:** Any information or materials submitted as a response to this RFP shall become the property of the City of Bridgeport and will not be returned. All submitted materials will be available for public review.
- 11. Form of Agreement:** The parties will use a service contract created by the selected Vendor with mutually agreed upon terms and modifications. Upon the acceptance of a proposal, the City will endeavor to negotiate a mutually satisfactory contract with the successful Vendor. In the event the successful Vendor fails, neglects or refuses to reach agreement with the City on contract language within thirty (30) days after the selection procedure has been approved by the Board of Public Purchases the City may, at its option, terminate and cancel its action in awarding said contract, the City's offer of a contract shall be withdrawn and the contract shall become null and void and of no effect, and the City may consider other proposals or solicit new proposals.
- 12. Subcontracting:** Services to be provided by the Vendor pursuant to the contract shall not be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the successful Vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent to the assignment. Any subcontract to which the City has consented shall be attached to the original of the contract on file with the City.
- 13. Conformance to RFP Specifications:** Vendor's proposal is presumed to conform in every respect to the Scope of Service described herein except where Vendor has expressly set forth deviations from these specifications.

- 14. Right to reject submissions and/or cancel this RFP:** This RFP in no way obligates the City to select a Vendor. Moreover, the City may, at any time prior to the execution of a contract, reject any and all proposals and/or cancel this RFP without further liability therefor, when doing so is deemed to be in the City's best interests.
- 15. No Contact between Vendor and City.** Once this RFP is published, no Vendor may communicate with the City on any matter pertaining to this RFP except through the Question and Answer process described in paragraph (I)(C)(6) of this document. Should administrative or logistical issues arise, the Vendor should post its issue on Bid-sync for guidance. Any unauthorized contact will be grounds for disqualification of Vendor's proposal and other remedies.
- 16. Vendor's Certificate of Independence:** By submitting a response to this RFP, the Vendor certifies that no officer or agent of the City of Bridgeport and Bridgeport Board of Education has a direct or indirect pecuniary interest in its proposal or in the contract which the Vendor offers to execute or in expected profits to arise there from or payments to be made in connection therewith. Any contract made by the City of Bridgeport and Bridgeport BOE in which any such person, has a financial interest, directly or indirectly, shall be void.
- 17. Duration of Proposal:** By submitting a proposal to this RFP, Vendor agrees to honor the terms of its proposal for not less than 180 days from deadline for submission.
- 18. Conformance to RFP Specifications:** To assure that all proposals are evaluated on a uniform basis, the following will pertain:
- Vendor's fee quote presumes that the Vendor will perform fully all of the specifications in Section II, Scope of Services, unless Vendor has specifically indicated where difference exist between the specifications described in the Scope of Services and Vendor's capacity to perform.
  - Vendor's proposal must address, at minimum, all of the specifications in Section II, Scope of Services.
  - Failure by a Vendor to address a specification in the Scope of Services may adversely affect scoring of Vendor's proposal under Section V, below.



## **II. SCOPE OF SERVICES**

Listed herein are the minimum services required by the RFP. Vendors should review these services in conjunction with Section III, Mandatory Submission Requirements, when drafting their proposals. Proposals should clearly describe the services that the Vendor intends to provide.

Vendors should offer the broadest level of service available necessary to achieve the City's goals and describe how your services will successfully return injured employees to work while minimizing overall costs to the City. Describe the resources you would dedicate to each area. Provide your standards of accountability and how these are measured/audited.

While the following service areas should be addressed in your proposal, they should be regarded only as minimum standards for services required by the City. They are not intended to limit or constrain the services offered by the successful Vendor. Any additional services, information, suggestions, or recommendations you can offer regarding your own unique strengths, programs, expertise or resources that might contribute to better attaining Bridgeport's objectives are invited and encouraged.

### **A. Term of Engagement:**

The successful Vendor will be expected to begin work effective July 1<sup>st</sup>, 2019. The term of the initial engagement will be for three years, subject to satisfactory performance, such determination to be made in the sole judgment of the City. The City will require the option for two additional annual extensions, at the its sole discretion.

### **B. Claims Administration**

1. Vendor will administer both new and existing claims as of the effective date of the contract
2. Vendor will provide prompt, aggressive and proactive adjudication of claims for work-related injuries and illnesses pursuant to the State of Connecticut workers' compensation and heart and hypertension statutes.
3. Absent circumstances to the contrary, adjustor will allow no more than 30 days between physician appointments on lost-time cases. Adjustor will notify the City promptly upon receiving notice of status change in claimant's condition.
4. Vendor will provide three-point contact with the injured employee, the City and the treating physician within 24 hours of receipt of the claim, and a claims investigation process that includes the department head or immediate supervisor.
5. Vendor will assign claim adjustors who are sufficiently trained, experienced and licensed to provide requisite services described in this section (B). The Vendor will communicate with the City before removing or assigning a new adjustor to

the City's account and will comply with City requests to replace any adjuster whose performance, in the sole judgement of the City, does not meet the City's performance standards.

6. Vendor will conduct and attend monthly on-site claim review meetings with the City Benefits Department to report on the status of outstanding claims. A similar discussion will take place twice monthly with the Board of Education Payroll/Benefits Office.
7. Adjusters and other staff will be available and accessible to the City staff during normal business hours either by telephone, email, or through the Vendor's dedicated MIS. Vendor will provide fax and email capabilities for receiving claim reports 24 hours per day, seven days per week.
8. Vendor will issue payments for each program, including but not limited to payment of indemnity benefits for lost time to injuries, vouchers to injured workers on salary continuation, payments ordered by the workers compensation commission or agreed to by counsel, payment to providers for health care services, payment to legal counsel, payment to other claim related vendors, and allocated loss expenses.

**C. Managed Care Plan or preferred provider organization.**

1. Vendor will provide and maintain a preferred provider organization/network approved by the Workers' Compensation Commission and tailored to the City's needs for treatment of City employees who suffer work injuries.
2. The Vendor will monitor and audit the performance of healthcare providers within the network to assure that they are responsive to the medical needs of City employees and the administrative needs of the City's workers' compensation program. Vendor will communicate with providers to keep them apprised of the City's jobs requirements, capability for providing modified duty assignments for workers who are temporarily restricted with regard to the duties they can perform and requirements for documentation regarding the injured workers' status.
3. Additions or deletions to the local network will be subject to approval by the City.

**D. Utilization Review:**

1. Vendor will monitor and audit medical treatment of work injuries against objective evidence based medical treatment standards and protocols.
2. Vendors will measure proposed treatment plans against such objective standards, identify instances where proposed treatments deviate or differ from such objective standards, and resolve those discrepancies.

**E. Medical Bill Review:**

Vendor will audit all medical and pharmacy bills to adjust them to the State fee schedule, to make further adjustments based on any additional discounts the Vendor can offer, and to audit and adjust individual large medical/hospital bills as needed. Vendors will identify and eliminate instances of double billing, charges for services unrelated to the work injury claim, and other billing errors.

**F. Litigation Management**

1. The City has selected the law firms it wishes to use for Workers' Compensation and Heart and Hypertension claims. Vendors will coordinate with selected attorneys to assure effective representation of the City's interests.
2. Informal hearing representation: Unless preempted by counsel, Vendor will provide in-house staff to attend informal hearings before the Workers' Compensation Commission.

**G. Subrogation Management**

Vendor will investigate each claim and identify any opportunities for recovery of claims costs from other parties who might bear liability for causing injury to City employees.

**H. Management Information System**

1. Vendor will work with the City to develop a menu of standard reports that must be provided at specified intervals.
2. Vendor will have claims systems which can be accessed by City personnel from which timely information on claims and from which standard and ad hoc reports can generated.
3. Vendor will furnish an annual stewardship report outlining all activity in the Workers Compensation and Heart and Hypertension administration program. This report should include a summary of all activity and work performed with a detailed cost benefit analysis for each specific service. These reports will be furnished no later than July 31<sup>st</sup> following the end of each fiscal year or other such date to which the parties agree.
4. The Vendor will provide data as required by an independent actuary for an annual GASB 45 report. Data will be requested shortly after the conclusion of the fiscal year.
5. Vendor will provide budget assistance to the City in preparation of the annual workers' compensation operating budget including expected expense for

indemnity payments, medical and other allocated loss expenses and payments to the second injury fund.

**I. Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA)**

1. The City is a Responsible Reporting Entity. Vendor will be the City's agent for reporting purposes.
2. Vendor will coordinate resolution of disputes arising from challenges by Medicare as to whether Medicare or workers' compensation is the proper venue for discharge of a claim.

**J. Safety and Loss Prevention Services:**

1. Vendor's experienced and where required, licensed, staff, will provide the following services:
  - a. assistance with safety promotion programs,
  - b. safety inspections including accompanying OSHA inspectors on unannounced site inspections when feasible,
  - c. attendance at safety meetings,
  - d. safety training (such as safety committee management, lock out tag out procedures, confined spaces, hazardous materials, proper lifting, first aid),
  - e. other services as the need arises.
2. Vendor will provide periodic training programs to City personnel on a variety of topics related to workers compensation, loss prevention and statutory compliance

### III. MANDATORY SUBMISSION REQUIREMENTS

Proposals must address the items requested below. Requested information omitted by the Vendor is done at the Vendor's peril. The City reserves the right to investigate all statements made by Vendor as to its qualifications and to request additional information it deems necessary.

**A. Vendor will complete and return the following forms with its proposal:**

1. Ownership, Disclosure and No Conflicts Form (Exhibit #1)
2. Non-Collusion Affidavit of Prime Vendor (Exhibit #2)

**B. Identification of the Vendor:** Provide a full description of the principal firm and team members supporting this proposal, including:

1. On Vendor's stationary, Vendor's name, address and contact information (telephone, fax, email and street address) for which all inquiries or questions about the proposal may be addressed, and the signature of the officer authorized to contract with the City for services proposed herein.
2. Location of the service office and the individual who will have overall day to day responsibility for the City's account
3. Resumes, Credentials and Proposed Roles of all Team Members. Note that Vendors will be evaluated based upon the experience and qualifications of the entire team. Therefore, once established, no changes in team compositions will be allowed without prior written approval by the City.
4. Illustrate the proposed organizational structure for administering the City's Workers Compensation and Heart and Hypertension program.

**C. Experience and Technical Competence: Vendor will provide a detailed regarding its experience including**

1. Implementing and managing similar Workers' Compensation and Heart and Hypertension Management Programs.
2. A description of the Vendor's Connecticut resources and the specific availability of these resources to the City.
3. A discussion of Vendor's experience with work similar to that being proposed. Indicate the length of time you have been engaged in the business of providing services similar to those proposed under your present name to organization of comparable size and complexity to the City.

4. Vendor will describe its established Quality Assurance Programs, which it will use to assure the City that all of its professionals and support resources are operating at optimum levels. Also provide specific examples of how these quality assurance initiatives have operated, been monitored and resulted in improved service or cost savings.
5. Vendor will summarize its plan to interface with City staff, and with representatives from the local medical community.
6. Vendor will describe how its firm will proactively address all applicable state and federal laws, ordinances, regulations and requirements applicable to this program.

**D. Scope of Services:**

Vendor's proposal should address the specifications set forth in the Scope of Services, Section II. In addition, Vendor is requested to address the items listed below in its proposal as they relate to items in the Scope of Services. Please number replies as they are numbered below

➤ **Claims Administration**

1. Describe Recommended reporting procedures
2. Describes Procedure for determining compensability
3. Describe Standards for fraud prevention;
4. Describe use of surveillance

➤ **Bill payment practices**

5. Describe reserving practices
6. Describe staff responsibilities and supervision protocols
7. How you will coordinate with the City's Return to Work program

➤ **Medical Care Management**

8. Identify your resources for managing medical costs.

| <b>Medical Cost Management Service</b>                                      | <b>Offered? (Yes/No)</b> | <b>Subcontracted? (Yes/No. If Yes, specify provider)</b> |
|---|--------------------------|--|
| a) Managed Care Plan (MCP); Setup, management and oversight                 |                          |  |
| b) Medical Bill Review; Reprice to State Fee Schedule                       |                          |  |
| c) Medical Bill Review; application of any additional PPO Discounts offered |                          |  |
| d) Medical Bill Review; large bill audit and adjustment                     |                          |  |
| e) Pharmacy Benefits Management (PBM) program                               |                          |  |
| f) Nurse Case Management; Telephonic management                             |                          |  |
| g) Nurse Case Management; Field case management                             |                          |  |
| h) Nurse Case Management; Vocational Rehabilitation                         |                          |  |
| i) Utilization Review (UR)  |                          |  |
| j) Medical Director File Review   |                          |  |
| k) Other medical cost management programs or resources (Describe)           |                          |  |

➤ **Managed Care Plan/PPO**

9. Describe any State approved Managed Care Plan/PPO that will be available to the City and how it will be coordinated and/or incorporated in your TPA services and with the City's Return to Work program. Please describe any unique elements/features of your network(s) relative to your competitors.
10. Describe the current number of staff at your company dedicated to auditing, managing and operating your preferred provider organization/medical plan networks.
11. Describe how your MCP/PPO resources will allow the City to customize its plan.
12. How will you select physicians for participation in the City's MCP/PPO?

13. How will you monitor and evaluate the performance and effectiveness of physicians in the City's MCP/PPO against evidence based medical performance standards? Provide a summary or overview of the performance standards by which you'll measure the performance of physicians in the City's MCP/PPO.

14. Describe any fees and costs associated with these services and how they are calculated.

➤ **Utilization Review**

15. Describe your process for receipt and processing of medical requests and for reviewing proposed medical treatments for conformance with evidence based medical treatment protocols.

16. Identify the evidence based medical standards, guidelines or treatment protocols that are your basis for such evaluation.

17. Describe how you select cases for pre-authorization and prospective utilization review.

18. How many (what percentage) of cases submitted by treating physicians for review are approved as requested in your system?

19. How many (what percentage) of cases reviewed require further inquiry or examination; who then provides these medical reviews?

20. How many (what percentage) of cases reviewed are rejected?

21. What is the cost for each review and how it is paid (allocated expense, separate charge, etc.)?

22. What reports are available to measure the benefits and costs of these utilization review services?

23. How do you integrate your medical bill review process with treatment authorization to assure services billed match services authorized?

24. Medical Director File Review: Describe any resources you have for an in-house Medical Director File Review, including management, staff and physician qualifications. Provide your suggested referral criteria for utilization of this service. What evidence based medical guidelines, standards or treatment protocols do your Medical Director(s) use? Describe costs and how fees and costs are calculated. Identify reports available that measure costs for these services and savings from them



25. Case Management: Describe your company's resources and scope of available services for case management, including management and staff qualifications. For each specific case management service you provide, please provide your suggested referral criteria for service utilization. What evidence based medical guidelines, standards or treatment protocols do your case managers use? Describe all fee options and how fees and costs are calculated. Identify reports available that measure costs for these services and savings from them.
26. Describe any other programs or initiatives you offer to better manage and control medical treatment of work-related injuries and costs associated with workplace injuries.

➤ **Medical Bill Review**

27. Describe your services in this area, including management and staff qualifications, current number of medical bill review staff at your company, and where they are located. Describe in detail all costs associated with these services.
28. Describe your process for repricing medical bills to the State fee schedule. What are the costs for these services? What reports are available to measure the benefits and costs of these services?
29. Describe any additional proprietary fee schedules or pricing discounts you offer below the State fee schedule. What is your process for repricing medical bills to these fee schedules? What are the costs for these services? What reports are available to measure the benefits and costs of these services?
30. Describe your process for reviewing and repricing specific large medical or hospital bills. What are the costs for these services? What reports are available to measure the benefits and costs of these services?
31. Describe any other services you offer to manage, review, audit or reprice medical bills.
32. Describe your Pharmacy Benefits Management program, and proposed benefits to Bridgeport and to Bridgeport employees. Describe in detail all costs associated with these services. Identify reports available that measure costs for these services and savings from your PBM program.

➤ **Litigation Management:**

33. Describe your procedures regarding file preparation, litigation management, follow up investigation and legal bill review.
34. Describe your procedures to identify and manage subrogation opportunities.

➤ **Subrogation Management**

35. Describe your procedures to identify and manage subrogation opportunities.
36. Is there any difference in procedure for subrogation recovery activities for claims not in suit and claims in suit?

➤ **Management Information System Describe:**

37. What are the capabilities and advantages of your system?
38. What are your remote access capabilities?
39. What support do you offer for client users?
40. How you ensure data security?
41. Describe all standard reports available to Bridgeport through your system. Include samples.
42. Does your system allow users to design and run their own custom reports? If not, can you produce custom reports? On average, how long does it take to deliver custom reports? Identify any additional costs for these reports.

➤ **Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA)**

43. Describe your capabilities for reporting under the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), and what steps you have taken to assure compliance with all reporting requirements under the Act. Is this service provided by outsourced vendor or in-house?

➤ **Safety and Loss Prevention Services:**

44. Describe your experience in providing safety and loss prevention services to risks similar to Bridgeport, and any special expertise or programs you may have.
45. Describe available programs and number of qualified staff.
46. Describe any industrial hygiene, hazardous material, environmental testing, ergonomic or other specialized facilities, services or resources available.
47. Please provide a draft of a detailed outline of a recommended Safety and Loss Prevention service program for Bridgeport. Include recommended services, proposed goals or outcomes, and a timetable. Identify staff responsible for each task.

48. Describe your cost for these services; include an estimate of the annual cost for the program you propose for Bridgeport.
49. Include in your proposal a separate cost proposal for 100 hours of safety and loss prevention services. Based on your proposal, the City reserves the right to negotiate for additional hours or eliminate these services completely from any final contract.

**E. Client References:**

Provide names, contact information, and dates of engagement for three organizations of comparable size and complexity to the City for which Vendor has performed services comparable to those requested here. In addition, list account(s), if any, that Vendor has lost in the past three years. If none, state, "None."

**F. Partnerships and Subcontractors:**

1. For all services described in its proposal, Vendor will indicate if they are being provided by its employees, by subcontractors, or by other firms partnering with you in this proposal.
2. For subcontractors, include a description of their specific role or responsibility, their experience in that role, the length of time you have used them in that role, and your reasons for using that firm.
3. If proposals provide for use of outside contractors or TPAs as part of a package of services or team approach to meeting the requirements of this RFP, one entity must have primary overall responsibility and accountability for management of the entire program. All outside firms and subcontractors, with their relationships and responsibilities, must be identified in your proposal.

**G. Financial:**

Vendor will describe its preferred methods or options for handling funds and making required payments for benefits and claims.

**H. Licensing:**

Include a statement that Vendor is properly licensed to provide all the services you propose to offer.

**I. Implementation:**

Vendor will include as an exhibit a proposed timetable and work plan for implementation of its services should it be selected as the successful Vendor. Vendor will specifically describe its service plan for the first twelve months of service to the City.

**J. Sample Contract:**

Provide a sample contract for the services proposed.

**K. Cost Proposal:**

Please provide a detailed cost proposal for all services proposed. The proposal should cover the initial contract period and the additional two option years.

All services Vendor proposes will be assumed to be included in the basic fee unless additional charges are specified. At minimum, the following costs should be identified:

1. Indemnity Claims (New Claims)
2. Medical Only Claims (New Claims)
3. Record Only Claims (New Claims)
4. Costs for the takeover of existing open claims
5. Managed Care Plan Development and Administration
6. Medical Case Management Services
7. Medical Cost Management Services: Bill Review, PBM, etc. Please itemize.
8. Risk Management Information Systems
9. Loss Control Services.
10. Other Services.

The City will also consider a capitated rate proposal, either on a flat per claim basis, or on a flat annual fee basis (paid monthly), covering all costs proposed in Scope of Services associated with managing claims.

**L. Summarization of Strengths:**

Provide a summary statement explaining why the Vendor is the best qualified Vendor for this contract. Describe any value-added services and/or innovative programs or ideas not addressed elsewhere, and how they will benefit the City.

**M. Evaluation Credits:** If applicable, state the basis for seeking Evaluation Credits. See **Section (I) (C) (2), above.**

#### IV. SUBMISSION OF PROPOSALS

A. **Copies required, address and deadline for submission:**

Vendor must submit six (6) copies of its proposal in separate, sealed envelopes and one (1) flash drive with an electronic copy of all proposal items, to the Department of Public Purchases, 999 Broad Street, Bridgeport, CT 06604 by **2:00 PM on Wednesday, March 27, 2019** and then at said office to be publicly opened. **Note to Vendors: time is of the essence: late submissions, regardless of the reason, will not be accepted.**

- B. Please mark your envelope: **RFP for Third Party Administration of Workers Compensation and Heart and Hypertension Benefits –Bid # BFX127194**. If your envelope is not marked accordingly, the City will not assume responsibility if your package is misdirected or its delivery delayed.

## **V. EVALUATION PROCESS**

### **A. Selection Committee**

A Selection Committee consisting of five to ten employees from the City with knowledge of and day-to-day involvement with the Workers' Compensation and Heart and Hypertension issues will conduct a comprehensive, fair and impartial evaluation of all proposals. The composition of the Selection Committee is subject to change at the discretion of the City.

### **B. Evaluation Steps**

1. An initial review of proposals will be made to determine compliance with the required documentation and if additional time should be granted for missing or incomplete items.
2. The Consultant will perform an initial ranking of proposals using the evaluation criteria describe in paragraph C, below.
3. The Selection Committee will to meet to discuss Consultant's findings and establish a short list of finalists.
4. The Selection Committee will conduct interviews and hear oral presentations from finalist Vendors. Finalist interviews will be conducted on Monday, April 8, 2019. Vendors will be required to have members of the team they propose to assign to the City's account available for this interview, please reserve this date accordingly.
5. The Selection Committee will evaluate the finalist proposals relative to the Scope of Services based on Vendor's responses to the Mandatory Submission Requirements, Proposal Questionnaires, the various exhibits which Vendor provides, client references and the results of the interviews using the Evaluation Criteria described in paragraph C below to determine the winning Vendor.
6. At any time during the selection process before making a final decision, the Selection Committee may request additional information from Vendors, including requests for last, best and final offers.
7. The selection process and decision will be reviewed by the Board of Public Purchases for compliance with the City's purchasing ordinance
8. The winning Vendor will then be invited to enter into a contract with the City which is subject to approval by the City Attorney and then by the City Council and the Mayor. Prior to completion of this step, the Plan Sponsor may cancel this RFP without further liability thereto.

9. A notice to proceed will be issued upon execution of the contract.

**C. Selection Criteria:**

The City will use a mandatory 100-point scoring system.

1. Ability of the Vendor to deliver the Scope of Services, as measured by its written proposal and oral interview. The Selection Committee will evaluate the broad sweep of the Vendor's proposal emphasizing but not limiting itself to:

- a. Claims Administration
- b. Managed Care Plan
- c. Management Information Systems
- d. Ancillary services

**40 POINTS**

2. Experience of the Vendor, including

- a. Vendor's track record in delivering similar services to other municipalities of comparable size, complexity and nature as that of the City.
- b. Qualifications of the Vendor's team including experience and education and training

**25 POINTS**

3. Cost: The Selection Committee will evaluate the competitiveness of Vendor's cost proposal, fees, guarantees, contract term, value-added services, cost controls and financial strength.

**35 POINTS**

4. MBE Evaluation Credits (See paragraph 1 (C) (2), above):

- a. For Prime Contractors That Are Target Group Members (**10 POINTS**)
- b. Non-MBE Vendors Forming Joint Ventures with Target Groups (**5 POINTS**).

**Exhibit #1:**

**OWNERSHIP DISCLOSURE AND NO CONFLICTS FORM**

**CITY OF BRIDGEPORT VENDOR INFORMATION**

ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE CITY OF BRIDGEPORT FOR ANY CONTRACT VALUED OVER \$25,000 WILL BE AUTOMATICALLY DEEMED NON-RESPONSIVE IF THEY FAIL TO CONTAIN THE COMPLETED ORIGINAL OF THIS FORM\*. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

**Name of Business:** \_\_\_\_\_

**Person signing this form:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone Number:** (     ) \_\_\_\_\_ - \_\_\_\_\_

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (*check one*)

- |  |  |
|--|--|
| <input type="checkbox"/> a corporation                   | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company     | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____           |

2. Business Address: \_\_\_\_\_

\* See City of Bridgeport Ordinance, Sec. 3.08.070.



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3. State of incorporation or organization:  Connecticut

Other \_\_\_\_\_

If other, attach certificate of authority to do business in Connecticut.

4. What other trade names does the Business use, if any?

---

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---

5. (a) Identify all officers, directors, managing or general partners, or managing members.

| <u>Name</u> | <u>Address</u> | <u>Title</u> |
|-------------|----------------|--------------|
| _____       | _____          | _____        |
| _____       | _____          | _____        |
| _____       | _____          | _____        |
| _____       | _____          | _____        |

(b) Identify owners of 5% or more interest in the Business:

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

6. Identify all subcontractors to which the Business intends to give 5% or more of its total, subcontractor work on this contract.

Name of subcontractor

Contact

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

7. Identify any parent organization of the Business.

Parent's name \_\_\_\_\_, a

- |  |  |
|--|--|
| <input type="checkbox"/> a corporation                   | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company     | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____           |

State of Incorporation or organization: \_\_\_\_\_

8. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to:

- |   | <u>Yes</u>               | <u>No</u>                |
|---|--------------------------|--------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?   | <input type="checkbox"/> | <input type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | <input type="checkbox"/> | <input type="checkbox"/> |
| c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?   | <input type="checkbox"/> | <input type="checkbox"/> |
| d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.  | <input type="checkbox"/> | <input type="checkbox"/> |
| e) willfully failing to perform in accordance with the terms of one or more public contracts, agreements or transactions?   | <input type="checkbox"/> | <input type="checkbox"/> |

- f) a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions.
- g) willfully violating a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?

**EXPLAIN ANY "YES" ANSWER TO QUESTION 8 ON AN ATTACHED SHEET.**

9. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE CITY OF BRIDGEPORT.

\_\_\_\_\_ (Initial)

10. Read and initial as true at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.

\_\_\_\_\_ (Initial)

Dated: \_\_\_\_\_

Name:

Title:

duly-authorized

**Exhibit #2:**

**NON-COLLUSION AFFIDAVIT OF PRIME VENDOR**

(To be included with bid)

State of.....)

County of.....)

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Vendor that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Vendor nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bridgeport, owner, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_

\_\_\_\_\_

(Signed)

\_\_\_\_\_

\_\_\_\_\_

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Title)

My Commission Expires:

END OF SECTION 00420

**Exhibit #3: Intent to Respond Form**

**RE: RFP for Workers Compensation and Heart and Hypertension Administration, Bid Number: BFX127194**

**To City of Bridgeport:**

This is to confirm that we have received the Request for Proposal described above and plan to submit a proposal.

Check if applicable:

Please provide additional loss and claim information.

**Send your request by email to: Richard.Weiner@bridgeportct.gov**

**Requested by:**

**Vendor's Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City and State:** \_\_\_\_\_

**Vendor's Email Address:** \_\_\_\_\_

**Signature of Vendor:** \_\_\_\_\_

Exhibit B

Fee Proposal

Presented by PMA

April 18, 2019

Third Party Administration of Workers Compensation and  
Heart and Hypertension Benefits

Bid Number: BFX127194





## Third Party Administration of Workers' Compensation and Heart and Hypertension

Presented to:

CITY OF BRIDGEPORT CONNECTICUT



Bid No. BFX127194

Fee Proposal April, 18, 2019

|   |  |  |  |   |
|---|--|--|--|---|
| <b>25+</b><br><b>Years</b><br>TPA & Risk<br>Services<br>Expertise | <b>95%</b><br>Avg. Client<br>Retention | <b>15</b><br>National<br>Award<br>Winning<br>Clients | <b>100+</b><br><b>Years</b><br>in Workers'<br>Compensation | <b>95%</b><br>of Clients<br>Would<br>Recommend<br>PMA |
|---|--|--|--|---|



OLD REPUBLIC INSURANCE GROUP

**Flat Annual – Life of Contract**

*PMA will provide comprehensive Life of Contract Third-Party Administration Services including 100 hours of Risk Control Services as requested in the bid specifications. Additional Risk Control Services with this option can be purchased at the hourly rate of \$150/hour. Alternatively, PMA offers a proposal which includes the current Risk Control services in the amount of 500 hours of consulting.*

|  | <u>Year 1</u>             | <u>Year 2</u>             | <u>Year 3</u>             |
|--|---------------------------|---------------------------|---------------------------|
| <b>Flat Annual Fee w/ 100 Hours of RC</b>  | <b>\$288,000</b>          | <b>\$288,000</b>          | <b>\$288,000</b>          |
| <b>Flat Annual Fee w/ 500 Hours of RC</b>  | <b>\$348,000</b>          | <b>\$348,000</b>          | <b>\$348,000</b>          |
| <b>Bundled Services</b>                    |                           |                           |                           |
| Claims Handling                            | <b>Included</b>           | <b>Included</b>           | <b>Included</b>           |
| Annual Administration Fee                  | <b>Included</b>           | <b>Included</b>           | <b>Included</b>           |
| <b>Unbundled Services</b>                  |                           |                           |                           |
| Cost Containment fee, % savings            | <b>25%</b>                | <b>25%</b>                | <b>25%</b>                |
| Medical Bill Review Fee                    | <b>\$ 8.25 (per bill)</b> | <b>\$ 8.25 (per bill)</b> | <b>\$ 8.25 (per bill)</b> |
| <b>Optional Services</b>                   |                           |                           |                           |
| – Cinch, unlimited users                   | <b>Included</b>           | <b>Included</b>           | <b>Included</b>           |
| – Web Imaging                              |                           |                           |                           |
| – OSHA Log                                 |                           |                           |                           |
| Tele/On-Site Case Management / hr          | <b>\$98</b>               | <b>\$98</b>               | <b>\$98</b>               |
| Risk Control Services – 700 hours          | <b>Included</b>           | <b>Included</b>           | <b>Included</b>           |
| PMA Care 24/Call                           | <b>\$98</b>               | <b>\$98</b>               | <b>\$98</b>               |
| Point of Sale Pharmacy Intervention / Call | <b>\$35</b>               | <b>\$35</b>               | <b>\$35</b>               |
| Peer / Utilization Review / hr             | <b>\$235</b>              | <b>\$235</b>              | <b>\$235</b>              |

*For Flat-Fee Pricing options, if any individual occurrence results in more than ten claimants then beginning with the 11<sup>th</sup> claim and for every claim thereafter, \$850 will be charged for each lost-time claim and \$125 for each medical-only claim.*

|   | <u>Year 4</u>             | <u>Year 5</u>             |
|---|---------------------------|---------------------------|
| <b>Optional 2 Additional Years</b>        |                           |                           |
| <b>Flat Annual Fee w/ 100 Hours of RC</b> | <b>\$297,000</b>          | <b>\$297,000</b>          |
| <b>Flat Annual Fee w/ 500 Hours of RC</b> | <b>\$359,000</b>          | <b>\$359,000</b>          |
| <b>Bundled Services</b>                   |                           |                           |
| Claims Handling                           | <b>Included</b>           | <b>Included</b>           |
| Annual Administration Fee                 | <b>Included</b>           | <b>Included</b>           |
| <b>Unbundled Services</b>                 |                           |                           |
| Cost Containment fee, % savings           | <b>25%</b>                | <b>25%</b>                |
| Medical Bill Review Fee                   | <b>\$ 8.25 (per bill)</b> | <b>\$ 8.25 (per bill)</b> |
| <b>Optional Services</b>                  |                           |                           |
| – Cinch, unlimited                        | <b>Included</b>           | <b>Included</b>           |
| – Web Imaging                             |                           |                           |
| – OSHA Log                                |                           |                           |
| Tele/On-Site Case Management / hr         | <b>\$98</b>               | <b>\$98</b>               |



# Cost Proposal

PMA offers a complete and comprehensive claims management and risk services program

## Claims Handling Activities:

- Investigation
- Three-Point Contact
- Action Planning
- Claims Processing
- Compensability Decisions
- SIF Investigation
- Excess Reporting & Recovery
- Fraud Prevention / SIU Capabilities
- Account Management
- Quality Assurance Program Oversight
- Structured Settlements
- Pre-Settlement Advisories
- EDI with State as Required
- 1099 Reports
- Resolution Negotiation
- Litigation Management
- Check Issuance
- Payment Registers
- Claim Review Meetings
- Stewardship Meeting
- First Report of Injury Filed with State Agency
- Customized Claim Handling Instructions
- Reserve Advisories
- Patriot Act Compliance
- Office of Federal Asset Control Compliance
- Claim Acknowledgements
- Direct Deposit of Indemnity Payments
- Settlement Authority

## PMA's Managed Care:

- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Early Intervention Nurse Assessment on Lost Time Claims
- PPO & Specialty Network Access
- PPO Radius Listing & Mapping to Locations
- Pharmaceutical Benefit Management
- Case Management

## Safety/Loss Prevention Services:

- Webservice Access
- PMA Technical Bulletins
- PMA Monthly Web Events Training
- 300+ Safety Videos/DVD Library
- WC/Liability Performance Indicator Report
- Risk Management Assessment
- PMA Insights White Papers
- PMA Engineering & Safety Services

## RMIS Services:

- Executive "Dashboard"
- Internet Claim reporting via Cinch
- Claim Number Notification
- Real Time Access to Claim Log Notes
- Client Diary System
- Loss Analysis Reports
- Managed Care Savings Reports
- Reserve Analysis Reports
- Email Claims Professional Capabilities
- "Schedule My Reports" Feature

## Loss Adjustment Expenses:

- Independent Medical Exams
- Medical Bill Review
- Complex Bill Review
- Out-of-Network Bill Review
- Case Management Expenses
- Utilization Review Expenses
- SIF / SITF Recovery
- PPO Network Access Fees
- Private Investigators
- Medicare Section 111 Reporting Fee
- Central Index Bureau /National Insurance Crime Bureau
- Legal Fees / Attorney Fees
- Records Reproduction Fees
- Medicare/Medicaid Conditional Payment Review

*Client is responsible for the payment of all Loss Adjustment Expenses including, but not limited to, the above.*



|  |       |       |
|--|-------|-------|
| Risk Control Services / hr                 | \$125 | \$125 |
| PMA Care 24/Call                           | \$98  | \$98  |
| Point of Sale Pharmacy Intervention / Call | \$35  | \$35  |
| Peer / Utilization Review / hr             | \$235 | \$235 |

## Allocated Expenses

| Service   | Cost/Hour  |
|---|--|
| Telephonic Cast Management                              | \$98 per hour  |
| Field Case Management                                   | \$98 per hour  |
| Medical Bill Review (Re-pricing to state fee scheduled) | \$8.25 per bill  |
| PPO/Network Medical Bill Reductions                     | 25% of network savings below fee schedule                  |
| Hospital Bill Review                                    | 25% of network savings below fee schedule                  |
| Prescriptions   | 25% of network savings below fee schedule                  |
| Rx Dispensing Fee                                       | \$3.00 per fill  |
| Rehabilitative Nurse Services                           | \$98 per hour  |
| Independent Medical Exam                                | \$225, plus physician cost                                 |
| Utilization Peer Review                                 | \$125 per review   |
| Utilization Review (concurrent or Prospective)          | \$98 per hour  |
| Medical Consultant (Physician) Review                   | \$300 per review   |
| Medicare Section 111 Reporting Fee                      | \$8 per claim  |
| Medicare/Medicaid Conditional Lien Review               | Cost of the vendor   |
| Legal Services  | Cost of preferred counsel                                  |
| ISO Index   | \$7.90 - \$13.10 depending upon search method and services |
| Risk Control Services                                   | \$150 per hour   |



## PMA Funding Options

|                                       | Traditional Escrow   | Direct Funding ACH Debit   |
|---------------------------------------|--|--|
| <i>Required Escrow</i>                | 3 months of estimated claims payments and loss adjustment expenses | <ul style="list-style-type: none"> <li>• <u>Zero</u>: Daily funding only</li> <li>• <u>Weekly funding</u>: Two weeks of estimated claims payments and loss adjustment expenses</li> <li>• <u>Monthly funding</u>: 45 days of estimated claims payments and loss adjustment expenses</li> </ul> |
| <i>Source of Loss Funding</i>         | Escrow account held by PMA   | Client's checking account  |
| <i>Monthly Billing</i>                | Escrow replenishment and loss handling fees                        | Loss handling fees   |
| <i>Required Banking Documentation</i> | None   | Authorization to Access Account form   |

### Traditional Escrow

This option is available to all large deductible and self-insured clients. With this option, the client will provide PMA with an escrow of three months of estimated paid losses and loss adjustment expenses. PMA will pay for the claims throughout the month with this account. At the end of the month, PMA will bill the client for losses and loss adjustment expenses paid along with the appropriate claims handling fees (if applicable). The client will also receive detailed loss reports showing all claims activity for the month and a cumulative claims summary report by policy/contract.

### Direct Funding – ACH Debit

This option is available to all large deductible and self-insured clients. With this option, the client will receive a daily, weekly, or monthly electronic communication from Wells Fargo Bank with the total claim checks issued that day, week, or month. On the next business day, Wells Fargo will initiate an ACH transfer to deduct the previous days' (weeks'/months') claims from the client's bank account. Payment is deposited directly into a sub-account, which is unique to the client. At month-end, the client will receive an AMPS billing statement for the loss-handling fees. The client will also receive detailed claims reports showing all activity for the month and a cumulative claims summary report by policy/contract. Reimbursement by check or client-initiated wire transfer/ACH transfer is required for payment of all fees.

**ACH Debit customers must fill out and sign the Authorization to Access Account form in duplicate and forward to the Credit/AMPS Department.**

### Direct Deposit

PMA offers eligible injured workers direct deposit of indemnity payments into their bank accounts.



## **PMA Companies eBilling Solution**

**Sign-up to access your invoices and statements on-line**

eBilling\* is available to PMA clients for loss funding and service fees bills. With eBilling you can easily access and view your bills electronically through our secure internet site instead of receiving paper copies through the mail.

### **Consider the benefits of PMA eBilling...**

- Easy access to your statements and invoices stored on-line, including previous billing information
- Invoices and statements received faster
- Automatic email notification when invoices and statements are generated
- Claims detail data in an Excel format, allowing you to format the data according to your needs
- Escrow balance, installment schedules, and pre-fund reconciliation reports, as applicable, available on-line

\* Please note that PMA eBilling does not include electronic payment remittance.

An example of what you'll see in PMA's on-line bill summary page:

The screenshot shows a web browser window with the address bar displaying "The PMA Group - Field Management Information...". The browser's menu bar includes "Home", "Read Mail", "Print", "Page", "Safety", "Tools", and "Help". The page header features a navigation bar with "Home", "AMPS Billing", "Tools", "Help", and "Exit". The main content area is titled "AMPS Billing Statements and Invoices" and displays a "Statement for 09/30/2012 (Due: 10/20/2012)". Below this title is a list of links: "Detailed Statement Summary", "Escrow Statement", "Policy Transaction Detail By Policy Reason", "Claim Transaction Detail By Program", "Claim Transaction Detail / Check Register", and "Claim Detail Spreadsheet". A PMA logo is visible in the top left corner of the page content.

To sign-up for eBilling, simply send an email to [AMPSFinancialSupport@pmagroup.com](mailto:AMPSFinancialSupport@pmagroup.com) and a PMA Representative will respond to assist you.

**\*\* Please allow up to two (2) billing cycles for activation \*\***



Exhibit C

PMA Modification

June 11, 2019

Third Party Administration of Workers Compensation and  
Heart and Hypertension Benefits

Bid Number: BFX127194



101 Barnes Road, Suite 300, Wallingford, CT 06492 | T: 203.679.3900

**Drew Clarkin**  
Regional Risk Control Manager

June 11, 2019

Mr. Weiner:

This letter serves as a confirmation to the City of Bridgeport of some requested changes in the PMA Risk Control billing practices.

Although our travel to and from a client has an associated cost, such as time and vehicle operating expenses, we have agreed that our relationship with the City of Bridgeport is most important. To honor your request, we have changed our RC billing allocations to address your recent concerns.

***Effective 7/1/2019 and for the life of our valued relationship, the following changes will apply:***

- PMA will no longer charge for the travel time to and from activities performed by PMA Risk Control Specialists.
- PMA will no longer charge for phone calls, emails for scheduling and responding to general safety questions, which don't require research, development or investigative actions.

***The following items will remain unchanged:***

- PMA will continue to charge for on-site risk management services (training/consultation) from our PMA Risk Control staff as requested by the City of Bridgeport. This will include time required to set-up and breakdown of the training environment (ie. audio and/or visual equipment required that is not provided by the client).
- PMA will continue to charge for developing presentation materials, printing handouts and processing OSHA certificates.
- PMA will continue to charge for writing follow-up reports necessary to provide a thorough response to safety issues identified during work activity for the city. Some instances, such as researching the regulations or researching viable recommendations/solutions will require allocated time, such as, but not limited to, validating any and all materials -- handouts, flyers, posters and any and all safety and risk related subject matter).
- PMA will charge for any scheduled training that is cancelled within 24 hours of the training event and for any additional time required on-site due to delays in the start and finish of the scheduled training or intended service activity.

As we discussed, this isn't a standard business practice and would ask that this agreement remain confidential with you and the leadership team at the City of Bridgeport. I'm hopeful we have addressed your concerns and can continue working with you and your staff to help advance and sustain the City's safety program.

If you have any questions or concerns, please don't hesitate to call me directly @ 203-645-8381.

Respectfully,

Regional Risk Control Manager  
New England/New York

All risk control services are provided to assist the Client in recognizing the Client's loss exposures. Evaluations concern only such conditions and practices that are discovered at the time of PMA visits. PMA Management Corp. of New England makes no warranties or representations of any kind. Specifically, PMA Management Corp. of New England does not warrant that hazards of the Client are discovered, adequately controlled, or that employees, property, operations, workplaces, machinery, or equipment are safe or in compliance with any law, rule, or regulation.



OLD REPUBLIC INSURANCE GROUP



## Exhibit D

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

Third Party Administration of Workers Compensation and Heart and Hypertension Benefits

Bid Number: BFX127194

It is proposed that the existing document in the proposed agreement labelled as Exhibit "A" be changed to Exhibit "D".

**Exhibit D**  
**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

**Item #30-19**

Agreement with AFSCME 1303-272 (City Attorneys) Collective Bargaining Agreement for 2018-2022.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: February 18, 2020

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by: \_\_\_\_\_

*Joseph P. Ganlin*, Mayor

Date Signed: \_\_\_\_\_

3/1/20

22 FEB 23 11:15



# City of Bridgeport, Connecticut Office of the City Clerk


*To the City Council of the City of Bridgeport:*


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

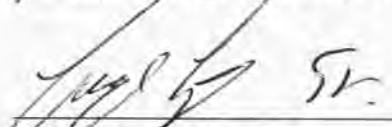
**Item No. 30-19** Amended from the floor on 02/18/2020: Whereas, the Bridgeport City Council believes that, if new attorneys be hired under either of these two new steps, at least one of them shall be assigned by the City Attorney under Article 8 – MANAGEMENT RIGHTS of the CBA to work solely with the Bridgeport City Council in regards to legal questions and procedural matters concerning the Bridgeport City Council.

**RESOLVED**, That the attached Collective Bargaining Agreement between the City of Bridgeport and the Bridgeport City Attorney's Union, Local AFSCME 1303-272, Council #4 for the period of January 1, 2018 through December 31, 2022, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS


  
\_\_\_\_\_  
Jeanette Herron, D-133rd, Co-Chair

  
\_\_\_\_\_  
Ernest E. Newton II, D-139th, Co-Chair

  
\_\_\_\_\_  
Jorge Cruz, Sr., D-131st

  
\_\_\_\_\_  
Alfredo Castillo, D-136th

  
\_\_\_\_\_  
Michael A. DeFilippo, D-133rd

  
\_\_\_\_\_  
Maria H. Pereira, D-138th

  
\_\_\_\_\_  
Scott Burns, D-130<sup>th</sup>

**City Council Date: February 18, 2020**

# ON THE RECORD

Tentative Agreement  
 Between City of Bridgeport  
 &  
 Bridgeport City Attorney's Union  
 Local AFSCME 1303-272, Council  
 4

|                          |                        |
|--------------------------|------------------------|
| <b>Contract duration</b> | 1/1/2018 to 12/31/2022 |
| <b>Wages</b>             | <b>Increase</b>        |
| Effective 1/1/2018       | 0.0%                   |
| Effective 1/1/2019       | 2.0%                   |
| Effective 1/1/2020       | 2.0%                   |
| Effective 1/1/2021       | 2.0%                   |
| Effective 1/1/2022       | 2.5%                   |

1. The union and city agree to restructuring the existing wage table as indicated below to allow the City more flexibility when hiring new attorneys as well as reflect the current fair market value of public sector attorneys. The starting Step for any newly hired attorney will be based on skills and ability as determined by the hiring manager.

| Step #  | Salary         | Comment                        |
|---------|----------------|--------------------------------|
| Step 1  | \$ 77,000      | New as of 1/1/2020             |
| Step 2  | \$ 84,000      | New as of 1/1/2020             |
| Step 3  | \$ 90,669(1)*  | Wage as of 1/1/2017 – 12/31/18 |
| Step 4  | \$ 96,247(2)*  | Wage as of 1/1/2017 – 12/31/18 |
| Step 5  | \$ 101,830(3)* | Wage as of 1/1/2017 – 12/31/18 |
| Step 6  | \$ 107,411(4)* | Wage as of 1/1/2017 – 12/31/18 |
| Step 7  | \$ 112,988(5)* | Wage as of 1/1/2017 – 12/31/18 |
| Step 8  | \$ 118,567(6)* | Wage as of 1/1/2017 – 12/31/18 |
| Step 9  | \$ 124,145(7)* | Wage as of 1/1/2017 – 12/31/18 |
| Step 10 | \$ 129,725(8)* | Wage as of 1/1/2017 – 12/31/18 |
| Step 11 | \$ 136,214(9)* | Wage as of 1/1/2017 – 12/31/18 |
| Step 12 | \$ 142,500     | New Step as of 1/1/2018**      |

(\*) denotes steps in preceding collective bargaining agreement with corresponding wages.

\*\* No employee shall qualify for Step 12 until January 1, 2020. However, wage percentage increases shall apply to Steps 3-12 inclusive, effective January 1, 2018.

It is understood that the new salary scales identified above will not adversely affect the current salaries of current members of the bargaining unit. For example, if a

member is at the Step 8 salary identified in the collective bargaining agreement preceding this collective bargaining agreement that member now would be at Step 10 of this collective bargaining agreement.

## **2 Medicare cost sharing premium language**

Article 19.3 shall be amended to read as follows:

**193** Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). *For members who retire on or after 1/1/2018 and meet the eligibility requirements for retiree health benefits; the retiree and their enrolled eligible spouse at the time of retirement who are provided with a Medicare supplement plan in place of the City's insurance plan; it is agreed that the premium cost share for this insurance coverage shall be based on the premium rate cost of the supplemental plan.*

## **3 Article 19 Insurance**

**194** For employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and on or prior to the last day of the Agreement, the City will provide and pay for benefits under the Medical Plan or, for those over the age of sixty-five (65), a supplemental plan to Medicare offering benefits equal to the Medical Plan and the Prescription Drug Plan. Coverage for surviving spouses shall terminate upon remarriage.

- (a) Effective July 1, 2010 for purposes of this Article "retirees" shall mean employees who: (1) have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and retirees must accept Medicare Part B coverage if eligible and pay for the premium.
- (b) It is the intent of this agreement that for the purpose of determining eligibility for retiree medical benefits all union members hired on or before April 1, 2010 shall be "grandfathered" under the terms specified in this article. All union members whose original date of hire is before April 1, 2010, shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following: 1. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed

twenty-five (25) years of municipal service regardless of age; and  
2. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS). The City and the Union agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

(c) Retirees must accept Medicare Part B coverage if eligible.

195 All members of the bargaining unit whose original date of hire is after December 31, 2014 will not be entitled to post-retirement health benefits. It is understood that all union members whose original date of hire is on or prior to December 31, 2014 shall be entitled to post-retirement health benefits if they satisfy the eligibility requirements specified in this collective bargaining agreement. The Union and City agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

**4 Health insurance premium cost share language**

Article 19.11 shall be modified to include the following

(a) Members of the Union who were hired on or before June 30, 2010 or who were regular full-time employees on June 30, 2010 shall have their Premium Cost Share (PCS) contribution capped at twenty five percent (25%) for their health care insurance. This shall include benefits eligible City employees who became new members of the Union by virtue of an intra-City transfer. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the Collective Bargaining Agreement and elect to receive City health benefits coverage at the time of their retirement. NOTE: The Union and City have agreed to list the names of these employees as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.

(b) New members to the Union, who were hired after June 30, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule: new members shall start at 25% PCS contribution. There will be a one (1) percent increase each year for the PCS up to fifty-percent (50%). This shall be capped at fifty (50%) after twenty-five years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during this entire period of retirement.

Said premium contribution shall be the above-named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

- (c) Employees covered under item 4(a) of this agreement who separate from City employment for more than 180 calendar days for any reason other than those mentioned in the following sentence, shall, if re-hired by the City, be treated as new employees according to the terms and conditions of item 4(b) above.

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

**5 Connecticut Partnership Plan 2.0**


Effective October 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan). If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

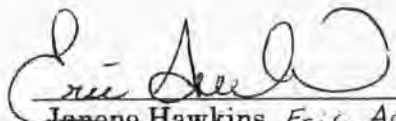
This Tentative Agreement agreed to by the undersigned

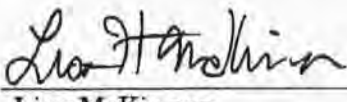
**FOR THE CITY**

\_\_\_\_\_  
Joseph P. Ganim, Mayor                      Date

**FOR THE UNION**

  
\_\_\_\_\_  
John Mitola, President                      Date  
AFSCME 1303-272

  
\_\_\_\_\_  
Janene Hawkins, Eric Amadio,                      Date  
Director of Labor Relations

  
\_\_\_\_\_  
Lisa McKinnon                      Date  
AFSCME Council 4





AGREEMENT

between

THE CITY OF BRIDGEPORT

-and-

BRIDGEPORT CITY ATTORNEYS UNION

LOCAL 1303-272, COUNCIL #4, AFSCME, AFL-CIO

JANUARY 1, 2018 to DECEMBER 31, 2022

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## AGREEMENT

This Agreement is made and entered into by and between the City of Bridgeport (hereinafter referred to as the "Employer") and the Bridgeport City Attorneys' Union, Local 1303-272, Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

### I. THE UNION AND UNION SECURITY

#### ARTICLE 1 - RECOGNITION

- 1.1 The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for all employees of the City who are employed as Associate City Attorney, as certified by the Connecticut State Board of Labor Relations in Decision No. 2835 (1990).
- 1.2 The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative, or representatives, as the sole representative(s) of the Employer for the purpose of collective bargaining.
- 1.3 The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.

#### ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION

- 2.1 Employees covered by this Agreement who individually and voluntarily have authorized union dues deductions from their wages in writing shall remain members in good standing in the Union.

Employees covered by this Agreement who are not members of the Union but who individually and voluntarily authorize union dues deductions from their wages in writing shall on the thirty-first (31st) day following the effective date of this Agreement, or on the one hundred eighty-first (181st) day following their date of hire, become and remain members in good standing in the Union.

- 2.2 The City agrees to deduct from the pay of all employees covered by this Agreement, who individually and voluntarily authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by the law, Union dues for such deduction period shall be a deduction in the next pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the

date such deductions were or should have been made and delivered to the Union. It is also agreed that the obligations of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union. Upon delivery of a copy of a signed voluntary authorization, all such dues shall be automatically payroll deducted and remitted to the Union.

- 2.3 Deduction Period. The remittance to the Union for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.
- 2.4 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

#### ARTICLE 3 - SUBCONTRACTING

- 3.1 The City agrees that it will not contract or subcontract any work normally performed by employees in the bargaining unit. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform, provided that the City complies with all relevant Charter, Code or Ordinance provisions.

#### ARTICLE 4 - SENIORITY

- 4.1 For all purposes, except layoff, seniority shall mean length of municipal service. For layoff, seniority shall mean length of service as a bargaining unit member.
- 4.2 The Employer shall prepare a list of all employees in the bargaining unit, showing their length of service with the Employer and deliver the same to the Secretary of the Union on July 1 of each year.

#### ARTICLE 5 - PROBATIONARY PERIOD

- 5.1 All new employees shall serve a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City an additional six (6) months upon approval of the Director of Labor Relations with written notice to the employee and the union. During probation the department head may terminate or otherwise discipline an employee. Such action may be contested by the grievance procedure through Step 2. This

process shall be the sole and exclusive remedy and such action shall not be arbitrable.

The probationary period shall be counted as part of the seniority after the employee is considered permanent. Probationary employees shall not be eligible for vacation benefits during their probationary period; however, they will be eligible to receive vacation benefits upon completion of their probationary period.

#### ARTICLE 6 - LAY-OFF AND RECALL

- 6.1 In the event that the City makes a reduction in the number of Associate City Attorneys, employees with the least seniority in that job will be laid-off first. Subsequent recalls to open positions shall be made in the reverse order of the lay-offs.
- 6.2 An employee shall retain his/her seniority status and right to recall for thirty-six (36) months following the date of his/her lay-off. If the employee refuses recall to the position from which he/she was laid-off or fails to report for work, he/she loses his/her right to further recall and such refusal or failure shall be treated as his/her resignation.
- 6.3 No bargaining unit employee shall be laid-off while non-bargaining unit part-time and/or appointed attorneys continue to be employed, nor while bargaining unit work is contracted or sub-contracted out. The City agrees that the scope of bargaining unit work cannot be diminished by the existence of contracted or shared work.
- 6.4 No new persons will be hired or assigned to bargaining unit positions so long as employees laid-off retain seniority status and right of recall.
- 6.5 Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump to job classifications previously held, provided he/she has greater seniority than the employee being bumped. Employees in the classified Civil Service who bump into a position not within the classified Civil Service, or a grants position, shall retain their Civil Service status including time in grade, without interruption in seniority for purposes of recall, promotion or transfer.
- 6.6 For purpose of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination or funding elimination.

## ARTICLE 7 - UNION ACTIVITIES

- 7.1 The City agrees that a Union Officer or Steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself from his/her work area may be withheld by the Department Head only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.
- 7.2 Union officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.
- 7.3 Union Officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by Labor Relations.
- 7.4 Union Officers shall be able to consult with the Employer, his/her representative, Local Union Officers, or other union representatives concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relations Officer or his/her designee is notified in advance of such meetings and consultations.

## II. MANAGEMENT AND THE WORKPLACE

### ARTICLE 8 - MANAGEMENT RIGHTS

- 8.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to: recruit, select, train, promote, discipline, transfer, layoff and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 3.1; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with express provisions

of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act Conn. Gen. State. #7-467, et seq).

#### ARTICLE 9 - HOURS OF WORK

- 9.1 All employees covered by this Agreement will work a minimum of forty (40) hours per week.

#### ARTICLE 10 - DISCIPLINARY PROCEDURE

- 10.1 No employee shall be discharged or otherwise disciplined without just cause.
- 10.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.
- 10.3 Disciplinary action shall be in the following order:
- A) a verbal warning;
  - B) a written warning;
  - C) suspension without pay, and
  - D) discharge.

The City and the Union recognize the concept of a progressive discipline policy, however, both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions.

- 10.4 In the case of any employee who has received a verbal warning or a written warning when a maximum period of one year has lapsed without the employee receiving further discipline, i.e., written warning or verbal warning; such written warning or verbal warning will not be used as the basis for other discipline.
- 10.5 All disciplinary actions may be appealed through the established grievance procedure.
- 10.6 All suspensions and discharges must be stated in writing and a copy given to the employee and the Union President.

#### ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

- 11.1 Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner:

**STEP 1** - The employee and the Union Representative shall take up the grievance or dispute with the employee's Department Head within ten (10)



days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee and the Union Representative to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

**STEP 2** - If the grievance still remains unadjusted, it shall be presented by the Union Representative to the City's Labor Relations Office, in writing, ten (10) days after the response of the Department Head is due. Within one (1) week after submission, a meeting shall be held between the Union Representative and the Labor Relations Officer for the purpose of adjusting the grievance. The City's Labor Relations Officer shall respond in writing to the Union Representative (with a copy of the response to the local Union President) at the meeting or within seven (7) working days.

**STEP 3** - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Officer is due or within fifteen (15) days following receipt of the written reply by the Labor Relations Officer, whichever period is later, petition the Connecticut State Board of Mediation and Arbitration for arbitration. The Board shall hear and act on such dispute in accordance with its applicable rules and regulations. The arbitrators shall not add to, nor subtract from, the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issues submitted.

The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and argument.

- 11.2 Upon mutual agreement by the City and the Union, any of the time limits in this Article may be waived.

#### ARTICLE 12 - TRANSFERS

- 12.1 Employees desiring to transfer to other jobs within the City shall submit an application in writing to their Department Head. The application shall state the reason for the requested transfer.
- 12.2 Employees requesting transfer or involuntarily transferred for reasons other than the elimination of their jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job effectively without further training.
- 12.3 Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs shall be transferred to the same or any other job of an equal classification on the basis

of seniority.

**ARTICLE 13 - AMERICANS WITH DISABILITIES ACT**

Nothing in this agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act.

**ARTICLE 14 - DRUG AND ALCOHOL TESTING**

The parties agree the City may conduct drug and alcohol testing based on reasonable suspicion. The City agrees to follow the requirement of CGS, Section 31-51t through 31-51bb, inclusive excluding Section 31-51v.

**III. MONETARY PAYMENTS**

**ARTICLE 15 - WAGES**

- 15.1 The salaries of all employees covered by this Agreement shall be in accordance with the plan shown as Appendix A. (attached)
- 15.2 Effective January 1, 2018, wages shall be increased by zero percent (0%).
- 15.3 Effective January 1, 2019, wages shall be increased by two percent (2.0%).
- 15.4 Effective January 1, 2020, wages shall be increased by two percent (2.0 %).
- 15.5 Effective January 1, 2021, wages shall be increase by two percent (2.0%).
- 15.5A Effective January 1, 2022, wages shall be increase by two and one-half percent (2.5%)
- 15.6 In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate as applicable, whichever is appropriate in determining such benefits.
- 15.7 All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks.
- 15.8 The City Attorney, with the approval of the Director of Labor Relations, will have discretion to determine the starting Step for any newly hired attorney based on the candidate's skills and abilities.
- 15.9 Effective September 30, 2014, all City Attorney's will have and maintain direct deposit for payroll purposes.

#### ARTICLE 16 - PAYMENT OF TUITION

- 16.1 The City shall reimburse each employee or prepay the direct costs of registration of each employee who satisfactorily completes continuing legal education courses in subjects which are designed to increase his/her proficiency in his/her present or potential duty assignments as determined by the City Attorney. The total of such payments to all employees shall not exceed five thousand dollars (\$5,000) in any fiscal year. The employee must apply and obtain the approval of the Director of Labor Relations in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this article and shall not be unreasonably withheld.

#### ARTICLE 17 - LONGEVITY

- 17.1 Each employee who has or will have five (5) or more years of municipal service by October 1, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy-five dollars (\$75.00) by the number of years of such completed service.
- 17.2 This longevity pay will be payable during the month of December.

#### ARTICLE 18 - RETROACTIVE PAYMENTS

- 18.1 The City will use its best efforts to pay all wage increase sums retroactive to the negotiated effective date of increase in one (1) lump sum within ninety (90) days of acceptance of this agreement.

### IV. BENEFITS

#### ARTICLE 19 - INSURANCE

- 19.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:
- a) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan.
  - b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five dollars (\$5.00) for generic drugs, ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs. Prescriptions shall be limited to a thirty (30) day supply at retail and a ninety (90) day supply at mail order. Mandatory mail order shall be required for maintenance drugs on the list maintained by the City's pharmacy benefits manager for refills of the prescription beyond the

third or the co-payments and employee payment provided above shall double at retail (the "Prescription Drug Plan").

- c) The twenty-five dollar (\$25.00) deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- d) The Vision Service Plan, or its equivalent, as outlined and attached (the "Vision Plan") as Appendix C

**19.1A** Effective October 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan), a summary of which is attached as Appendix B. If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

**19.2** The City provide and pay for cost of fifty thousand (\$50,000) dollars group life insurance and accidental death and dismemberment policy (double indemnity) for all employees.

**19.3** Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). For members who retire on or after 1/1/2018 and meet the eligibility requirements for retiree health benefits; the retiree and their enrolled eligible spouse at the time of retirement who are provided with a Medicare supplement plan in place of the City's insurance plan; it is agreed that the premium cost share for this insurance coverage shall be based on the premium rate cost of the supplemental plan.

**19.4** For employees, and their surviving spouses, if any, who retire on or after the first day of this Agreement and on or prior to the last day of the Agreement, the City will provide and pay for benefits under the Medical Plan or, for those over the age of sixty-five (65), a supplemental plan to Medicare offering benefits equal to the Medical Plan and the Prescription Drug Plan. Coverage for surviving spouses shall terminate upon remarriage.

(a) Effective July 1, 2010 for purposes of this Article "retirees" shall mean

employees who: (1) have completed twenty-five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and retirees must accept Medicare Part B coverage if eligible and pay for the premium.

- (b) It is the intent of this agreement that for the purpose of determining eligibility for retiree medical benefits all union members hired on or before April 1, 2010 shall be "grandfathered" under the terms specified in this article. All union members whose original date of hire is before April 1, 2010, shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following: 1. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of age; and 2. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of the Connecticut Municipal Employees Retirement System (CMERS). The City and the Union agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.
- (c) Retirees must accept Medicare Part B coverage if eligible

- 19.5 All members of the bargaining unit whose original date of hire is after December 31, 2014 will not be entitled to post-retirement health benefits. It is understood that all union members whose original date of hire is on or prior to December 31, 2014 shall be entitled to post-retirement health benefits if they satisfy the eligibility requirements specified in this collective bargaining agreement. The Union and City agree to list the names of those employees who are covered under this provision as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.
- 19.6 Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.
- 19.7 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan or Insurance as set forth in Section 19.1 or 19.1A and Section 19.2 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but

not to exceed that which the City pays for the City's Plans or Insurance as specified in Section 19.1 or 19.1A and Section 19.2 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

- 19.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 or 19.1A of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 19.1 or 19.1A of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 19.1 or 19.1A of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 19.1 or 19.1A of this Article and substitution may be proposed for any one or more of the specified coverages.
- 19.9** The City shall provide a payment in lieu of health benefits, for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective January 1, 2010 the amount will be increased to one thousand five hundred dollars (\$1,500.00). Effective January 1, 2011 the amount will be increased to two thousand dollars (\$2,000.00) and will be capped at two thousand dollars.
- 19.10** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments.

The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

- 19.11** Effective July 1, 2009 all active employees shall contribute 12% of the Premium Cost as defined in this Section for the Medical Plan and

Prescription Drug Plan. Effective January 1, 2010 the contribution shall increase to fifteen percent (15%) of the Premium Cost. Effective January 1, 2011 the contribution shall increase to eighteen percent (18%) of the Premium Cost. Effective January 1, 2012 all contributions shall increase to twenty-one percent (21%) of the Premium Cost. Effective January 1, 2013 all contributions shall increase to twenty-five percent (25%) of the Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third-party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").

- (a) Members of the Union who were hired on or before June 30, 2010 or who were regular full-time employees on June 30, 2010 shall have their Premium Cost Share (PCS) contribution capped at twenty five percent (25%) for their health care insurance. This shall include benefits eligible City employees who became new members of the Union by virtue of an intra-City transfer. This 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage as defined in the Collective Bargaining Agreement and elect to receive City health benefits coverage at the time of their retirement. NOTE: The Union and City have agreed to list the names of these employees as an addendum to the contract. They are: *(Mark Anastasi, Richard Kasack, Jr., John R. Mitola, John Bohannon and Lisa Trachtenburg)*.
- (b) New members to the Union, who were hired after June 30, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule: new members shall start at 25% PCS contribution. There will be a one (1) percent increase each year for the PCS up to fifty percent (50%). This shall be capped at fifty (50%) after twenty-five years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during this entire period of retirement.

Said premium contribution shall be the above-named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

- (c) Employees covered under item 4(a) of this agreement who separate from City employment for more than 180 calendar days for any reason other than those mentioned in the following sentence, shall, if re-hired by the City, be treated as new employees according to the terms and

conditions of item 4(b) above.

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

19.12 -

- A) The City may implement and maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for childcare from the gross income of the employee for tax purposes.
- B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

19.13 Divorced employees must notify the City within thirty (30) days of the divorce or repay the City by payroll or pension reduction for the cost of any benefit improperly paid as a result of such failure.

#### ARTICLE 20 - PENSION PLAN

- 20.1 All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund B, hereinafter referred to as CMERF Fund B.
- 20.2 Employee contributions to CMERF Fund B will be on a pre-tax basis subject to meeting the CMERF requirement that all City unions which are CMERF agreeing to have this done.

#### ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 21.1 The City recognizes that a wide range of problems not directly associated with ones' job function can have an undesirable effect on an employee's job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.
- 21.2 The EAP may establish, and therefore discontinue, and provide its services to



all City employees and their immediate family members at no cost to employee or family.

- 21.3 The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 21.4 Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employees problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.
- 21.5 No reference or record shall be made or stored in any Personnel, Payroll, Supervisor's, Civil Service Commission, or other file regarding an employee's need for, access to, or use of the EAP. All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission, Board or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.
- 21.6 To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

V. HOLIDAY AND LEAVES

ARTICLE 22 - HOLIDAYS

22.1 The following days shall be paid holidays:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| President's Day        | Veterans Day           |
| Good Friday            | Thanksgiving           |
| Memorial Day           | Day after Thanksgiving |
| Independence Day       | Christmas Day          |

and any holiday officially proclaimed as such by the President of the United States of America, by the Governor of the State of Connecticut or by the Mayor of the City.

22.2 If a holiday falls on a Sunday, the following Monday shall be considered the

holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

- 22.3 If any such holiday shall occur during the vacation of any employee, the employee shall receive an additional day's vacation in lieu thereof.
- 22.4 Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

#### ARTICLE 23 - VACATIONS

- 23.1 Vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.
- 23.2 Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed two (2) calendar weeks in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such Municipal Service, but less than five (5) years of such service shall receive three (3) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous municipal service, shall receive four (4) weeks of vacation with pay. Employees with ten (10) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.
- 23.3
  - a) Employees with one (1) week vacation are not eligible for either the option of carry-over or pay-out as set forth below.
  - b) Employees with three (3) weeks or more vacation may exercise the option of carrying over only one (1) week of unused vacation time from one contract year/vacation year to the next contract year/vacation year, and, in addition to the carry-over option set forth above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carry-over and pay-out options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one (1) week actual vacation.
  - c) Employees with four (4) or more weeks of vacation, in addition to the carry-over option set forth in advance, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked. An employee eligible for both carry-over and pay-out options may elect to take one or both options in any contract

year/vacation year. Each employee must take at least one week actual vacation.

d) Employees who have not carried over from the prior year and who elect the pay-out option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the pay-out option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All pay-outs shall be paid to the employee at the end of the vacation year in which the election is made.

#### ARTICLE 24 - SICK LEAVE

- 24.1 Sick Leave Allowance - Sick Leave shall be earned by each employee of the bargaining unit, at the rate of ten (10) days per year, which shall be allotted on January 1st, of each year.
- 24.2 Sick Leave Accumulation - Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- 24.3 A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive days from City service.
- 24.4 Sick leave accumulated at retirement or death or other separation from City service.
- (a) Upon retirement or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. For accumulated days held on June 30, 1992, the above stated credit shall be paid on a lump sum basis of eight-five (85%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of the retirement or separation date. For days accumulated after July 1, 1992, the credit shall be paid at the rate of fifty (50%) percent of all unused sick leave up to a limit of two hundred and fifteen (215) days.
- (b) On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or the estate of the employee.
- 24.5 Usage of accumulated sick leave shall be first from the then current year allotment, then from the days accumulated after July 1, 1992 and thereafter from the accumulated days held on June 30, 1992.

24.6 (a) The Department Head shall be responsible for the administration of these provisions, subject to the authority of the Mayor and the Director of Personnel, when so authorized by the Mayor.

(b) There shall be maintained in the Department a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him/her.

(c) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:

(1) A record of an employee's accumulated sick leave shall be submitted to him upon request at least once annually.

(2) A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.

#### ARTICLE 25 - PERSONAL LEAVE

25.1 Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied. At the end of the contract year, personal days which are unused will be credited to the employee's sick leave account.

#### ARTICLE 26 - BEREAVEMENT LEAVE

26.1 Bereavement Leave - Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue throughout and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing on the day of death. For purpose of this Article, the term "immediate family" shall mean and include the following: Mother, father, spouse, brother, sister, child, grandparent, grandchildren, step-parents, mother-in-law and father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law. Any other bereavement leave, or any extension of the above leave, shall be charged to the employee's sick leave account.

26.2 Employees shall be granted one day leave with pay for the death of any aunt or uncle.

#### ARTICLE 27 - LEAVES OF ABSENCES

27.1 A Department Head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period of not to exceed one (1) year. No leave without pay shall be granted without a written

request of the employee and guarantee by that employee that he/she will service the City of at least one (1) year after his/her return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Department Head and the Director of Labor Relations.

Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted if the position is funded; provided that if the position no longer exists or is not funded, the returning employee is to be placed in a position which he/she has demonstrated that he/she can perform effectively while in City service and to which his/her seniority entitled him/her. Failure of the employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

- 27.2 Military leave shall be granted according to all applicable Federal and State Laws.

#### ARTICLE 28 - PREGNANCY LEAVE

- 28.1 Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.
- 28.2 Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.
- 28.3 Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- 28.4 Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.
- 28.5 Parental leave, shall, upon written request to the Department Head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six (6) month period. Such request shall not be

unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 24.

- 28.6 During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.

#### ARTICLE 29 - WORKERS' COMPENSATION

- 29.1 In the event that an employee is required to be absent from work due to a job-related accident, and as a result thereof, has been determined to be entitled to compensatory Workers' Compensation payments pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases and no differential payment shall be made in any such case.
- 29.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 2 of Article 24, "Sick Leave", of this Agreement.
- 29.3 Subject to the limitation provided in Section 27.1 of Article 27, workers compensation leave shall be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical recovery.
- 29.4 Each employee so injured or disabled must choose from the list of approved medical care providers on the Bridgeport Worker' Compensation Managed Care Plan as it may be modified from time to time by the Plan Administrator with the approval of the Workers' Compensation Commission.
- 29.5 If an employee on Workers' Compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee to return to a modified duty position, such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. The positions are intended to be temporary in nature, generally no more than three (3) months, and are designed to return the employee back to his/her regular work.
- 29.6 When there is a disagreement between the City and the employee, the determination of the number of weeks the employee was necessarily absent

from work by reason of a compensable injury shall be determined by the City's Director of Health or a Medical Doctor to whom such Director delegates his/her authority to make such a determination. If not settled, the grievance procedure set out in this contract may be used.

#### ARTICLE 30 - JURY DUTY

- 30.1 For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the reimbursement provided herein required for jury duty more often than once in a fiscal year.

### VI. MISCELLANEOUS

#### ARTICLE 31 - CIVIL SERVICE APPLICABILITY

- 31.1 The City and the Union agree that City employees who are covered by the Civil Service Provisions of the City Charter shall continue to remain covered by such Civil Service Provisions of the City Charter except where such provisions are superseded by this contract. This provision shall not be construed to limit or infringe any of the provisions of this contract.

#### ARTICLE 32 - APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE

- 32.1 The provisions of this agreement shall apply equally to all employees who have retired or separated from City Service following the expiration of the prior agreement and before the effective date of this agreement.

#### ARTICLE 33 - NONDISCRIMINATION

- 33.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, disability, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any alleged violation of this Section of the Agreement may only be processed through the step II of the grievance procedure and no further.

**ARTICLE 34 - BULLETIN BOARDS**

- 34.1 The City will furnish and maintain suitable bulletin boards in convenient places in each work area and may be used by the Union.

**ARTICLE 35 - COPIES OF THE CONTRACT**

- 35.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. The Union is to receive ten (10) signed copies of this Agreement.

**ARTICLE 36 - SAVINGS CLAUSE**

- 36.1 If any section, sentence, clause or phrase of this Agreement shall be held for any reasons to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby; it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions.

**ARTICLE 37 - MISCELLANEOUS**

- 37.1 Any employee will be given time off with pay in order to attend a seminar, training session or the like which is in connection with his/her City position when attendance has been authorized by his/her Department Head. Should the employee use his/her own car for travel, the City will reimburse him/her at the standard City rate per mile, plus fees, hotel charges and meals. If the employee travels by other means, he/she shall be reimbursed for the cost of the fare. The Employer may not unreasonably deny a request and may require reasonable documentation prior to reimbursement.
- 37.2 The City shall reimburse each employee for any Connecticut Occupational taxes paid by the employee that are related to the practice of law.

**ARTICLE 38 - PRIOR PRACTICE**

- 38.1 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that all employees within a classification have enjoyed hereto before, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

**ARTICLE 39 - DURATION**

- 39.1 All provisions of this agreement shall be effective as of the first (1<sup>st</sup>) day of January 2018 and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December 2022. It shall be negotiated pursuant to the terms and conditions of M.E.R.A..



ARTICLE 40 - CITY ATTORNEY

Anyone holding the position of "City Attorney" be it permanent or acting cannot and/or will not be a member of the Bridgeport City Attorney's Union, Local 1303-272, Council #4, AFSCME, AFL-CIO. Should the individual who assumes the position of City Attorney relinquish or be removed for reasons other than disciplinary from holding that position then in that event the employee may return to the position held prior to assuming the position of City Attorney and his/her membership within the Bridgeport City Attorney's Union. It is understood that if said individual returns to the bargaining unit the time spent as City Attorney will be counted towards his/her seniority as a member of the bargaining unit.

Signed this Day of \_\_\_\_\_, 2020.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Joseph P. Ganim  
Mayor

\_\_\_\_\_  
John Mitola, Esquire

\_\_\_\_\_  
Eric Amado  
Director of Labor Relations

APPENDICES

APPENDIX A

| Step #  | Salary         | Comment                          |
|---------|----------------|----------------------------------|
| Step 1  | \$ 77,000      | New as of 1/1/2020               |
| Step 2  | \$ 84,000      | New as of 1/1/2020               |
| Step 3  | \$ 90,669(1)*  | Wage as of 1/1/2017 – 12/31/2018 |
| Step 4  | \$ 96,247(2)*  | Wage as of 1/1/2017 – 12/31/2018 |
| Step 5  | \$ 101,830(3)* | Wage as of 1/1/2017 – 12/31/2018 |
| Step 6  | \$ 107,411(4)* | Wage as of 1/1/2017 – 12/31/2018 |
| Step 7  | \$ 112,988(5)* | Wage as of 1/1/2017 – 12/31/2018 |
| Step 8  | \$ 118,567(6)* | Wage as of 1/1/2017 – 12/31/2018 |
| Step 9  | \$ 124,145(7)* | Wage as of 1/1/2017 – 12/31/2018 |
| Step 10 | \$ 129,725(8)* | Wage as of 1/1/2017 – 12/31/2018 |
| Step 11 | \$ 136,214(9)* | Wage as of 1/1/2017 – 12/31/2018 |
| Step 12 | \$ 142,500     | New Step as of 1/1/2018**        |

(\*) denotes steps in preceding collective bargaining agreement with corresponding wages.

\*\* No employee shall qualify for Step 12 until January 1, 2020. However, wage percentage increases shall apply to Steps 3-12 inclusive, effective January 1, 2018.

It is understood that the new salary scales identified above will not adversely affect the current salaries of current members of the bargaining unit. For example, if a member is at the Step 8 salary identified in the collective bargaining agreement preceding this collective bargaining agreement that member now would be at Step 10 of this collective bargaining agreement.

| Increase -->       | 0.0%      | 2.0%      | 2.0%      | 2.0%      | 2.5%      |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Effective date --> | 1/1/2018  | 1/1/2019  | 1/1/2020  | 1/1/2021  | 1/1/2022  |
| Step 1             | N/A       | N/A       | \$77,000  | \$78,540  | \$80,504  |
| Step 2             | N/A       | N/A       | \$84,000  | \$85,680  | \$87,822  |
| Step 3             | \$90,669  | \$92,482  | \$94,332  | \$96,219  | \$98,624  |
| Step 4             | \$96,247  | \$98,172  | \$100,135 | \$102,138 | \$104,692 |
| Step 5             | \$101,830 | \$103,867 | \$105,944 | \$108,063 | \$110,764 |
| Step 6             | \$107,411 | \$109,559 | \$111,750 | \$113,985 | \$116,835 |
| Step 7             | \$112,988 | \$115,248 | \$117,553 | \$119,904 | \$122,901 |
| Step 8             | \$118,567 | \$120,938 | \$123,357 | \$125,824 | \$128,970 |
| Step 9             | \$124,145 | \$126,628 | \$129,160 | \$131,744 | \$135,037 |
| Step 10            | \$129,725 | \$132,320 | \$134,966 | \$137,665 | \$141,107 |
| Step 11            | \$136,214 | \$138,938 | \$141,717 | \$144,551 | \$148,165 |
| Step 12            | \$142,500 | \$145,350 | \$148,257 | \$151,222 | \$155,003 |

## Appendix B

# CONNECTICUT PARTNERSHIP PLAN



### ***A Great Opportunity for Very Valuable Healthcare Coverage***

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

*The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit [www.osc.ct.gov/CTpartner](http://www.osc.ct.gov/CTpartner) to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

| <b>BENEFIT FEATURE</b>   | <b>IN-NETWORK</b>  | <b>OUT-OF-NETWORK</b>  |
|--|--|--|
| Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy) | \$0  | 20% of allowable UCR* charges  |
| Annual Deductible (amount you pay before the Plan starts paying benefits)  | Individual: \$350<br>Family: \$350 per member (\$1,400 maximum)<br><i>Waived for HEP-compliant members</i> | Individual: \$300<br>Family: \$900   |
| Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)                   | Not applicable   | 20% of allowable UCR* charges  |
| Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)                              | Individual: \$2,000<br>Family: 4,000   | Individual: \$2,300 (includes deductible)<br>Family: \$4,900 (includes deductible)             |
| Primary Care Office Visits   | \$15 copay (\$0 copay for Preferred Providers)   | 20% of allowable UCR* charges  |
| Specialist Office Visits   | \$15 copay (\$0 copay for Preferred Providers)   | 20% of allowable UCR* charges  |
| Urgent Care & Walk-In Center Visits  | \$15 copay   | 20% of allowable UCR* charges  |
| Acupuncture (20 visits per year)   | \$15 copay   | 20% of allowable UCR* charges  |
| Chiropractic Care  | \$0 copay  | 20% of allowable UCR* charges  |
| Diagnostic Labs and X-Rays†<br>** High Cost Testing (MRI, CAT, etc.)   | \$0 copay (your doctor will need to get prior authorization for high-cost testing)                         | 20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing) |
| Durable Medical Equipment  | \$0 (your doctor may need to get prior authorization)  | 20% of allowable UCR* charges (you may need to get prior authorization)                        |

IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

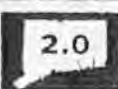
| <b>BENEFIT FEATURE</b>   | <b>IN-NETWORK</b>                                     | <b>OUT-OF-NETWORK</b>  |
|--|---|--|
| Emergency Room Care  | \$250 copay (waived if admitted)                      | \$250 copay (waived if admitted)   |
| Eye Exam (one per year)  | \$15 copay  | 50% of allowable UCR* charges  |
| **Infertility (based on medical necessity)   |   |  |
| Office Visit   | \$15 copay  | 20% of allowable UCR* charges  |
| Outpatient or Inpatient Hospital Care  | \$0   | 20% of allowable UCR* charges  |
| **Inpatient Hospital Stay  | \$0   | 20% of allowable UCR* charges  |
| Mental Healthcare/Substance Abuse Treatment  |   |  |
| **Inpatient  | \$0   | 20% of allowable UCR* charges (you may need to get prior authorization)                              |
| Outpatient   | \$15 copay  | 20% of allowable UCR* charges  |
| Nutritional Counseling<br>(Maximum of 3 visits per Covered Person per Calendar Year)   | \$0   | 20% of allowable UCR* charges  |
| **Outpatient Surgery   | \$0   | 20% of allowable UCR* charges  |
| **Physical/Occupational Therapy  | \$0   | 20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year |
| Foot Orthotics   | \$0 (your doctor may need to get prior authorization) | 20% of allowable UCR* charges (you may need to get prior authorization)                              |
| Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx | \$0   | Deductible plus Coinsurance (30 visits per Calendar Year)  |
| Medically necessary treatment resulting from other causes is subject to Prior Authorization  | \$0 (30 visits per Covered Person per Calendar Year)  | Deductible plus Coinsurance (30 visits per Calendar Year)  |

Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.



## CONNECTICUT PARTNERSHIP PLAN



## A MESSAGE FROM UNITEDHEALTHCARE

We are dedicated to helping people live healthier lives. *This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.*

### Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com).

For information on these discounts and special offers, please visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com)



### Oxford On-Call®

*Healthcare Guidance 24 hours a day*

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach *Oxford On-Call*, please call 800-201-4911. Press option 4. *Oxford On-Call* can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

### Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit [partnershipstateofct.welcometouhc.com](http://partnershipstateofct.welcometouhc.com) to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at [cthep.com](http://cthep.com), or by phone at 877-687-1448.

*Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.*

| <b>PRESCRIPTION DRUGS</b>                    | <b>Maintenance*<br/>(31-to-90-day supply)</b> | <b>Non-Maintenance<br/>(up to 30-day supply)</b> | <b>HEP Chronic<br/>Conditions</b> |
|--|---|--|-----------------------------------|
| Generic (preferred/non-preferred)**          | \$5/\$10                                      | \$5/\$10   | \$0                               |
| Preferred/Listed Brand Name<br>Drugs         | \$25  | \$25   | \$5                               |
| Non-Preferred/Non-Listed<br>Brand Name Drugs | \$40  | \$40   | \$12.50                           |
| Annual Out-of-Pocket Maximum                 | \$4,600 Individual/\$9,200 Family             |  |                                   |

\* Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

\*\* Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

### *Preferred and Non-Preferred Brand-Name Drugs*

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

### *If You Choose a Brand Name When a Generic Is Available*

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

### *Mandatory 90-day Supply for Maintenance Medications*

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

*Health Enhancement Program Requirements*

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

| PREVENTIVE SCREENINGS                 | AGE        |                     |                     |                     |                                 |                             |   |
|---------------------------------------|------------|---------------------|---------------------|---------------------|---------------------------------|-----------------------------|---|
|                                       | 0 - 5      | 6-17                | 18-24               | 25-29               | 30-39                           | 40-49                       | 50+   |
| Preventive Visit                      | 1 per year | 1 every other year  | Every 3 years       | Every 3 years       | Every 3 years                   | Every 2 years               | Every year  |
| Vision Exam                           | N/A        | N/A                 | Every 7 years       | Every 7 years       | Every 7 years                   | Every 4 years               | 50-64: Every 3 years<br>65+: Every 2 years              |
| Dental Cleanings*                     | N/A        | At least 1 per year | At least 1 per year | At least 1 per year | At least 1 per year             | At least 1 per year         | At least 1 per year                                     |
| Cholesterol Screening                 | N/A        | N/A                 | Every 5 years (20+) | Every 5 years       | Every 5 years                   | Every 5 years               | Every 2 years   |
| Breast Cancer Screening (Mammogram)   | N/A        | N/A                 | N/A                 | N/A                 | 1 screening between age 35-39** | As recommended by physician | As recommended by physician                             |
| Cervical Cancer Screening (Pap Smear) | N/A        | N/A                 | Every 3 years (21+) | Every 3 years       | Every 3 years                   | Every 3 years               | Every 3 years to age 65                                 |
| Colorectal Cancer Screening           | N/A        | N/A                 | N/A                 | N/A                 | N/A                             | N/A                         | Colonoscopy every 10 years or Annual FIT/FOBT to age 75 |

\*Dental cleanings are required for all members who are participating in the Partnership Plan as recommended by your physician



*The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.*



*Additional Requirements for Those With Certain Conditions*

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

*If You Do Not Comply with the requirements of HEP*

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

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Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit [www.cthep.com](http://www.cthep.com) to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.



*Office of the State Comptroller, Healthcare Policy & Benefit Services Division*

**|** [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
**860-702-3560**

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*UnitedHealthcare Oxford*

**|** <http://partnershipstateofct.welcometouhc.com>  
Prior to Effective Date: **1-800-760-4566**  
After Effective Date: **1-800-385-9055**

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*Caremark (Prescription drug benefits)*

**|** [www.caremark.com](http://www.caremark.com)  
**1-800-318-2572**

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*Health Enhancement Program (HEP) Care Management Solutions  
(an affiliate of ConnectiCare)*

**|** [www.cthep.com](http://www.cthep.com)  
**1-877-687-1448**

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For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

## Appendix C



# Your Vision Benefits Summary

Get the best in eye care and eyewear with CITY OF BRIDGEPORT and VSP® Vision Care.

### Using your VSP benefit is easy.

- **Create an account at [vsp.com](http://vsp.com).** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** The decision is yours to make—choose a VSP doctor, a participating retail chain, or any out-of-network provider. To find a VSP provider, visit [vsp.com](http://vsp.com) or call 800.877.7195.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on [vsp.com](http://vsp.com).

**That's it! We'll handle the rest**—there are no claim forms to complete when you see a VSP provider.

### Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

### Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more¹. Visit [vsp.com](http://vsp.com) to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at [Eyeconic.com](http://Eyeconic.com), VSP's online eyewear store.

### Plan Information

**VSP Coverage Effective Date:** 01/01/2017

**VSP Provider Network:** VSP Signature

CITY OF BRIDGEPORT and VSP provide you with an affordable eyecare plan.

Visit [vsp.com](http://vsp.com) or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

¹Brands/Promotion subject to change.

©2014 Vision Service Plan. All rights reserved. VSP, VSP Vision care for life, and WellVision Exam are registered trademarks of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other company names and brands are trademarks or registered trademarks of their respective owners.

| Benefit                                  | Description  | Copay                                |
|--|--|--------------------------------------|
| <b>Your Coverage with a VSP Provider</b> |  |                                      |
| <b>WellVision Exam</b>                   | <ul style="list-style-type: none"> <li>• Focuses on your eyes and overall wellness</li> <li>• Every 12 months</li> </ul>   | \$20                                 |
| <b>Prescription Glasses</b>              |  |                                      |
|  | <ul style="list-style-type: none"> <li>• \$105 allowance for a wide selection of frames</li> <li>• \$125 allowance for featured frame brands</li> <li>• 20% savings on the amount over your allowance</li> <li>• \$60 Costco® frame allowance</li> <li>• Every 24 months</li> </ul>  | Included in Prescription Glasses     |
| <b>Frame</b>                             | <ul style="list-style-type: none"> <li>• Single vision, lined bifocal, and lined trifocal lenses</li> </ul>  | Included in Prescription Glasses     |
| <b>Lenses</b>                            | <ul style="list-style-type: none"> <li>• Polycarbonate lenses for dependent children</li> <li>• Every 12 months</li> </ul>   | Included in Prescription Glasses     |
| <b>Lens Enhancements</b>                 | <ul style="list-style-type: none"> <li>• Standard progressive lenses</li> <li>• Premium progressive lenses</li> <li>• Custom progressive lenses</li> <li>• Average savings of 35-40% on other lens enhancements</li> <li>• Every 12 months</li> </ul>  | \$50<br>\$80 - \$90<br>\$120 - \$160 |
| <b>Contacts (Instead of glasses)</b>     | <ul style="list-style-type: none"> <li>• \$105 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>• 15% savings on a contact lens exam (fitting and evaluation)</li> <li>• Every 12 months</li> </ul>  | \$0                                  |
| <b>Diabetic Eyecare Plus Program</b>     | <ul style="list-style-type: none"> <li>• Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details.</li> <li>• As needed</li> </ul>   | \$20                                 |
| <b>Glasses and Sunglasses</b>            |  |                                      |
|  | <ul style="list-style-type: none"> <li>• Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details.</li> <li>• 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>  |                                      |
| <b>Extra Savings</b>                     | <p><b>Retinal Screening</b></p> <ul style="list-style-type: none"> <li>• No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>• Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>• After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul> |                                      |

#### Your Coverage with Out-of-Network Providers

Visit [vsp.com](http://vsp.com) for details, if you plan to see a provider other than a VSP network provider.

|                            |            |                             |             |
|----------------------------|------------|-----------------------------|-------------|
| Exam .....                 | up to \$40 | Lined Trifocal Lenses ..... | up to \$80  |
| Frame .....                | up to \$45 | Progressive Lenses .....    | up to \$80  |
| Single Vision Lenses ..... | up to \$40 | Contacts .....              | up to \$105 |
| Lined Bifocal Lenses ..... | up to \$60 |                             |             |

Copay with a participating retail chain may be different. Once your benefit is effective, visit [vsp.com](http://vsp.com) for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable



## OFFICE OF THE CITY CLERK RESOLUTION FORM

20 FEB 19 AM 9:

CITY RECEIVED  
OFFICE OF THE CITY CLERK

| SECTION I CITY COUNCIL SUBMISSION INFORMATION |  |
|---|--|
| Log ID/Item Number:                           | 52-19  |
| Submitted by Councilmember(s):                | Aidee Nieves Choose an item.   |
| Co-Sponsors(s):                               | Jorge Cruz, Sr. Matthew McCarthy Choose an item. Choose an item.   |
| District:                                     | 137TH  |
| Subject:                                      | Proposed Resolution for Creating a Public Hearing forum for the City Council to be Briefed on Current Youth Development Programming and Practices Funded by the City of Bridgeport |
| Referred to:                                  | Education and Social Services Committee  |
| City Council Date:                            | February 18, 2020 (OFF THE FLOOR)  |

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, the City of Bridgeport has a deep commitment to the positive development of youth in our community and expends an enormous amount money annually to fund a wide range of programs and activities to deliver positive youth development outcomes; and

**WHEREAS**, the recent epidemic of youth violence in the City causes us to ask if we are doing enough to prevent youth violence and more significantly are we doing the right thing; and

**WHEREAS**, to determine if our current generation of programs and activities in the city are delivering effective solutions to the problem of youth violence, or if alternative investments need to be made in city funded programs and activities, the City Council needs to know how effective current youth development programs and activities are; and

**WHEREAS**, likewise in the interest of public safety the City Council wants to ensure that our young people have the best youth development opportunities and programs available to prevent a variety of risk behaviors and improve social and emotional outcomes for them; and

**NOW, THEREFORE, BE IT RESOLVED** by the Bridgeport City Council that in order to strengthen future youth development practices and programs funded by Bridgeport the Director of the Lighthouse Program, the Chief Administrative Officer, and Office of Planning and Economic Development Deputy Director for the Community Development Block Grant Program come before the Committee on Education and Social Services in order to work with the Committee on Education and Social Services in planning a public hearing before the Bridgeport City Council where city funded youth development and service agencies provide a **briefing** on their programming and activities, and with other community youth-serving organizations provide thoughts on how to improve services and support networks for the young people of Bridgeport.



## 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 |                     |
| Choose an item. |                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |

### SECTION IV PUBLIC HEARING INFORMATION

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

### SECTION V 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)