

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, OCTOBER 19, 2020

7:00 p.m.

This meeting will be conducted by teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

**Dial-In Number: (929) 436-2866
Meeting ID: 381 083 245**

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 186-19** Communication from Mayor re: Appointment of John M. Klein (R) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.
- 187-19** Communication from Mayor re: Appointment of Ira Nachem (D) to the Zoning Board of Appeals as an Alternate, referred to Miscellaneous Matters Committee.
- 190-19** Communication from Mayor re: Appointment of Kai Starn (D) to the Energy Improvement District, referred to Miscellaneous Matters Committee.
- 191-19** Communication from Mayor re: Appointment of David Chard (D) to the Harbor Commission, referred to Miscellaneous Matters Committee.

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

- 188-19** Resolution presented by Council Member(s) Brown; Co-sponsor(s) Brantley & Burns re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 2.98 – Historic District Commission, referred to Ordinance Committee.
- 189-19** Resolution presented by Council Member(s) Brown; Co-sponsor(s) Brantley & Burns re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 12.32 – Historic Districts, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *154-19** Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Dennis Rodgerson having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *161-19** Contracts Committee Report re: Resolution for the University – Agency Affiliation Agreement regarding Social Work Field Placement with Sacred Heart University, Inc.
- *168-19** Contracts Committee Report re: Settlement of Municipal Prohibited Practice Matter Pending before the State Labor Board MPP 33,523 relating to a Tentative Agreement between Bridgeport Firefighters Local 834 and City of Bridgeport concerning Firefighters working beyond the Age of 65.

MATTERS TO BE ACTED UPON:

- 176-19** Contracts Committee Report re: Lease Agreement with Marlin Business Services Corp. regarding Office Equipment for the City Attorney's Office.

(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2019-2020; Full/Minutes/Size; 2020-10-19 pdf)

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 19, 2020

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This meeting will be conducted by teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

Dial-In Number: (929) 436-2866

Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 3, 2020; September 8, 2020 & September 21, 2020

ITEMS FOR IMMEDIATE CONSIDERATION:

- 184-19** Communication from Central Grants re: Grant Submission: United States Department of Justice – Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children (#20214), **FOR IMMEDIATE CONSIDERATION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 177-19** Communication from Library re: Reappointment of James E. O'Donnell to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.
- 178-19** Communication from Library re: Reappointment of Hon. William Holden to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.
- 179-19** Communication from Library re: Reappointment of Kenya Osborne-Gant to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.
- 180-19** Communication from Library re: Reappointment of Donald W. Greenberg to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.
- 181-19** Communication from Library re: Reappointment of Denise Clemons to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 182-19** Communication from Library re: Reappointment of Jeanette Munoz Allam to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.
- 183-19** Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 185-19** Communication from Central Grants re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#21399), referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *162-19** Public Safety and Transportation Committee Report re: Resolution regarding 2020 Sidewalk Repair Pilot Program.
- *164-19** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#21312).

MATTERS TO BE ACTED UPON:

- 156-19** Public Safety and Transportation Committee Report re: Honorary Naming of John Street as “Joseph J. Kaliko Way” with appropriate signage placed on the intersecting corners along John Street from Water Street to Fairfield Avenue, **DENIED.**

(Special Note: All items listed on the agenda can be found on the City Clerk’s website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2019-2020; Full/Minutes/Size; 2020-10-19 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 19, 2020 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

DIAL-IN NUMBER#: (929) 436-2866
MEETING ID#: 381 083 245

NAME	SUBJECT
Joseph Kirkland Bridgeport Firebirds 41 Glen Place Bridgeport, CT 06610	Bridgeport Fire Department.
Maria Pereira 85 Nutmeg Road Bridgeport, CT 06610	Committee Assignments, Leadership and Good Governance.
Lisa Parziale 97 Bick Terrace Bridgeport, CT 06604	Committee Assignments, Leadership, Good Governance and State of the City.
Chris Caruso 208 Beechmont Street Bridgeport, CT 06610	Committee Assignments, Leadership, Good Governance and State of the City.
Lynn Cera 40 East Pasadena Place Bridgeport, CT 06610	Committee Assignments, Leadership, Good Governance and State of the City.
Michele Small 10 Mencil Circle Bridgeport, CT 06610	Committee Assignments, Leadership, Good Governance and State of the City.
Helen Olga Losak 304 Bradley Street Bridgeport, CT 06610	Committee Assignments, Leadership, Good Governance and State of our City.
Sonia Kirkland 96 Ohio Avenue Bridgeport, CT 06610	Committee Assignments, Leadership, Good Governance and State of City.
Adriana Christy 73 Pennsylvania Avenue Bridgeport, CT 06610	Committee Assignments, Leadership, Good Governance and State of the City.
Christine Perez 60 Dupont Place Bridgeport, CT 06610	Committee Assignments, Leadership and Good Government.

CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, OCTOBER 19, 2020

6:30 P.M.

This meeting was conducted by Zoom/Teleconference.

CALL TO ORDER

Council President Nieves called the Meeting of the City Council to order at 6:30 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

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

RECEIVED
CITY CLERKS OFFICE
20 OCT 27 PM 3:59
ATTEST
CITY CLERK

During the roll call, there appeared to be no response from the individuals whose names are listed in italics.

Council President Nieves announced that there was a 3 minute time limit for each speaker.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 19, 2020 AT 6:30 P.M.

NAME

SUBJECT

Joseph Kirkland
Bridgeport Firebirds
41 Glen Place
Bridgeport, CT 06610

Bridgeport Fire Department.

Mr. Kirkland said that he was the President of the Bridgeport Firebirds and wanted to mention a few problems that were happening with the Bridgeport Fire Department and Civil Service to the Council.

Mr. Kirkland stated there was a secret society in the Fire Department called the Bridgeport firefighters for merit appointment. He stated this was a secret society with no African-American or female members. This society was formed around 1976 to prevent African-Americans from being hired or promoted in the Bridgeport Fire Department.

The City of Bridgeport bypassed to superior candidates in the appointment of the current Fire Chief, Richard Thode. Chief Dennis Ruben who was the Fire Chief for the District of Columbia and Chief Carmichael, who was a retired Deputy Chief. The administration overlooked these two qualified candidates and chose Chief Thode who only has a high school diploma and is a former member of the secret society.

Chief Thode along with Mr. David Dunn, manipulated a test so that a probationary captain, James Buck, who is also a former member of the secret society occupied the position of Captain for only four months before being promoted to Deputy Chief. This individual had not completed his probationary period as a captain before being promoted. This violates the City Charter. There were rumors that James Buck was going to be appointed as the Deputy Chief before the decision was even announced. Chief Thode then announced that he could choose whoever he wanted to fill the position.

The most current Lieutenant's exam was administered by I/O Solutions, who were expected to employ out of state experts to review and score the oral portion of the exam. Instead the grading was done by local firefighters and friends of the secret society along with Civil Service, Chief Thode and others who were on the list. Mr. Kirkland said that Chief Thode had singled out an individual to encourage who is also a Local 834 officer and was number two on the list. I/O Solutions provided the answers to the exam to a Norwalk Fire Deputy senior officer who then passed them on to a test-taker.

Mr. Kirkland said that the Firebirds would like the Council to do a formal investigation into the last Lieutenant's exam and the last Captain's exam which he did not believe were done properly.

Maria Pereira
85 Nutmeg Road
Bridgeport, CT 06610

Committee Assignments, Leadership
and Good Governance.

Councilmember Pereira said that she was the only member of the City Council that could check off all three boxes of not being affiliated with the DTC, Mayor Ganim and having zero conflicts of interest on the City Council. She said that this allows her to speak the truth to power without fear. [Inaudible comments.]

The only way that one gives an example of leadership is by showing integrity, assurance and confidence while earning the respect of others. Leaders do not retaliate against their own members who demonstrate their own independence by voting in the best interest of their constituents.

City of Bridgeport
City Council Meeting
Regular Meeting
October 19, 2020

Rather as the Council President's press release stated, there would be respect for differences. The Council President's assertions that the removal of Councilmember Pereira from the committees because of chaotic and disruptive behavior along with the threatening language towards her colleagues is false. Councilmember Pereira said that she believed Council President Nieves confused her with Councilmember Newton. Attempting to portray her as disrespectful, inappropriate only to defend Council President Nieves comments are pure propaganda. No one has been more disrespected during meetings then Councilmember Pereira has with her colleagues interrupting her when she was speaking, making snide and disparaging remarks all while Council President Nieves and the mayor allowed this inappropriate behavior. Councilmember Pereira said that quite frankly if the City Council meetings were dysfunctional it was a direct reflection on Council President Nieves' leadership or more importantly, Council President Nieves' lack of leadership. One person cannot disrupt 19 other people.

It is important to consider the broader implications that this decision would have on others which Council President Nieves is thoroughly incapable of. Council President Nieves disregarded the interest of 15,000 residents who were entitled to Councilmember Pereira's representation at the committee level. She was duly elected to serve their interests as a councilmember. Council President Nieves is showing that she is incapable of thinking about what is in the best interest of the residents because she was blinded by pettiness and vindictiveness. This is a further reflection of Council President Nieves' lack of leadership. [Inaudible comments] This demonstrates her lack of leadership skills as Council President. Council President Nieves' required Councilmember Burns to serve as her as her press secretary

Finally, not only has Councilman President Nieves chosen to disrespect Councilmember Pereira but she chose to disrespect Councilmember Pereira's 15,000 constituents. This shows a lack of leadership.

Lisa Parziale
97 Bick Terrace
Bridgeport, CT 06604

Committee Assignments, Leadership,
Good Governance and State of the
City.

Lisa Parziale- I served 14 years as Council President, plus
2 years with Mayor Mary Moran as Minority Leader

That's a total of 16 consecutive years in a leadership position serving with 4 different
administrations.

Succeeding me as Council President was

Former Mayor John Fabrizi

Andre Ayala, a professional man who served Bridgeport for many years

Tom McCarthy, an attorney and Labor Relations expert who served 10 years as CP

This covers a span of of 34 years. In all that time not one of us treated our colleagues as subordinates, we were all equal in that we were elected by our constituents

There are many of you with the experience and knowledge necessary to hold the title of Council President. I can't understand how a newbie, with no experience was approved by the rest of you. Were committee assignments so important to some that you cut deals? With the many problems Bridgeport faces, she just added more by further dividing the Council with her arbitrary actions to remove and change council members from their assigned committees for reasons she concocted in her limited mindset. This is what you get when you "go along" with approving an inexperienced person.

For those of you who are as shocked as the rest of us, you can fix this. When her term as Council President Ends, if she's reelected, replace her with one among you capable of being professional, reasonable and able to understand the workings of the City Council. The City of Bridgeport deserves better, you deserve better, remember she is a Council Representative that holds no more authority than the rest of you. For those of you that care, watch every move she makes and don't allow her to push any of you around. She's a bully. If she deviates from protocol. The Charter or Council Rules, submit an action to have her removed.

Chris Caruso
208 Beechmont Street
Bridgeport, CT 06610

Committee Assignments,
Leadership, Good Governance and
State of the City.

Good evening Madame President and Members of the Common Council:

This evening, I direct my remarks to the Council President and those members involved in stripping three duly elected members (Michael DeFilippo, Maria Pereira and Michelle Lyons) of their leadership and committee assignments because of their courageous actions against unbridled corruption.

While the City is once again under federal investigation, this is no time to settle political conflicts, personality differences, and petty disputes, or to exercise one's power and authority. Rather, it's time for our City's legislative body to unite and exercise its lawful right of oversight and accountability of the Executive branch. It is no time to blindly follow the leader, or to retaliate against fellow colleagues who challenge authority or speak out against corruption.

It's time that robust debate, legislative proposals on anti-corruption ordinances or charter revisions, and the monitoring of city operations and taxpayer dollars are front and center. It's time that the Council calls on City employees to report wrong doing under the protection of whistleblower status, and to speak out against other elected and public officials (including colleagues) who have conflicts of interest that are counter to the public good and form the breeding ground of corruption.

City of Bridgeport
City Council Meeting
Regular Meeting
October 19, 2020

Some elected officials are under the ill-informed impression that if people don't talk about the corruption and the federal investigation, it will go away. Believe it or not, it's just begun. So, buckle up and get ready.

Lynn Cora
40 East Pasadena Place
Bridgeport, CT 06610

Committee Assignments,
Leadership, Good Governance and
State of the City.

Council President Nieves announced Ms. Cora was the next speaker. There was no response.

Michele Small
10 Mencil Circle
Bridgeport, CT 06610

Committee Assignments, Leadership,
Good Governance and State of the
City.

Council President Nieves announced Ms. Small was the next speaker. There was no response.

Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610

Committee Assignments,
Leadership, Good Governance and
State of our City.

Ms. Losak identified herself and gave her address. She said that she was the Upper East Side Watch Leader for over 20 years and served as an elected Town Committee member for the 138th District from 2016-2018. This allowed her to work directly with Maria for many years.

Maria Pereira was elected as the Council Member for the 138th District by her 15,000 constituents to represent their matters in the City Council. They need her to be reinstated to her originally assigned committees in order to represent her District in City Council matters without harassment from several City Council Members. This includes the laughing, the coughing, the overtalking and lack of acknowledgement and snickering whenever she speaks. This behavior of her fellow Council Members are highly disrespectful to us. Maria has proven to us that she is honest and ethical with a deep passion to serve all Bridgeporters fully.

Maria has perfect attendance at full City Council meetings and a 98% attendance record at Committee meetings including the ones that she is not assigned to. She does her homework and is very prepared with facts, not lies for all the City Council meetings. Maria thoroughly researches all matters and issues regarding City government operations. She has met with hundreds of 138th District constituents to resolve incidents that have occurred in the Upper East Side and around the City to make Bridgeport a better City for all. She has proven to us to be an ever present helper in City government. This is good government and leadership in action. We need more leaders like Maria Pereira in our City government.

I [inaudible] removing her from Committees as a punishment because she does not support the corrupt City government and the corrupt Democratic party machine. Maria Pereira must be restored to all her committees as an equal, duly elected member of the City Council. Thank you.

Michele Small
10 Mencil Circle
Bridgeport, CT 06610

Committee Assignments, Leadership,
Good Governance and State of the
City.

Ms. Small identified herself and gave her address. Ms. Small said that Ms. Pereira has been her representative and Ms. Small could not understand why they were taking her off the Committees when there is so much corruption and other problems going on in Bridgeport.

[Due to a severe echo during the call, many of Ms. Small's comments were inaudible.]

She speaks her mind. She is not a follower, but a leader. Ms. Small said that she did not understand why the Council Members were laughing and talking every time Maria has something to say.

Ms. Small said that Ms. Pereira had been there for her when she needed her to do something about the condo association. She has a heart of gold. Playing kids games with her is wrong. Ms. Pereira needs to be reinstated as a representative for the 138th District. This is all I have to say.

Sonia Kirkland
96 Ohio Avenue
Bridgeport, CT 06610

Committee Assignments, Leadership,
Good Governance and State of City.

Ms. Kirkland said that she wanted to address to Council President Nieves as one Puerto Rican woman to another. She said that Council President Nieves was embarrassing the Puerto Rican community. Council Member Martinez was involved in a tragedy where someone was killed and later arrested on a number of charges. Council Member Martinez was not removed from her positions. Ms. Kirkland said that they love Council Member Pereira because she helps the residents. She mentioned something about a sidewalk and someone who had been promoted. Ms. Kirkland said that anyone that messes with Council Member Pereira, messes with them. She demanded that Council Member Pereira be reinstated.

Lynn Cora
40 East Pasadena Place
Bridgeport, CT 06610

Committee Assignments, Leadership,
Good Governance and
State of the City.

Ms. Cora identified herself and gave her address. She said that she was a native resident taxpayer and retired teacher. She said that she was appalled with the reasons that were given for Council Member Pereira's removal from all Committee work. Reading the minutes, Ms. Cora said that the reasons to remove Committee members was poor attendance and not fulfilling their obligations. This is far from the truth about Maria, as everyone knows. The real reasons were stated later in the meeting. Ms. Nieves said that Maria was found to be disruptive and her inability to establish working relationships with others in committee meetings. Ms. Nieves also said that Ms. Pereira used inflammatory language and threats that were unproductive.

Ms. Cora said that it was her understand that legislative members could only be removed if they were currently under criminal investigation, which Ms. Pereira is not. The real reason for removing Ms. Pereira was she was unable to work well with others.

In education, this is called uncooperative. Ms. Pereira is a critical thinker and is not blindly or easily led as far too many are today. She seeks transparency and researches to find answers, all of which are good qualities for leadership. Denying Ms. Pereira voting rights on the Committees, the Council is denying Ms. Cora the right to have any say on issues that directly impact her neighborhood as well as the rest of the 138th District. The District is represented in Council, but not on the Committees where neighborhood issues are brought up by the duly elected representatives.

Ms. Cora asked if the Council Members had forgotten why the American Revolution was fought. It was over representation, which is now guaranteed in the Bill of Rights and the first Ten Amendments of the Constitution. This District isn't getting full representation in Committees but only in Council. What are they getting for their high City taxes.? Instead of acting like rational, intelligent adults that many of the Council Members are, the Council Members are acting like bickering 12 year old children. Not much gets done without squeaking wheels taking the Council to task. In the past, Council Members acted like adults and got things accomplished. It's time to choose to act like adults and to get along with Maria just like teachers do with 30 squeaking wheels in a classroom.

Reinstate Council Member Pereira immediately because trying to silence her will not work. Unless she is reinstated to her committees, it will be business as usual by power hungry people. Not much has changed in Bridgeport in the past 35 years. God bless the Council, Bridgeport and Maria. And God bless America.

Adriana Christy
73 Pennsylvania Avenue
Bridgeport, CT 06610

Committee Assignments, Leadership,
Good Governance and State of the City.

Ms. Christy identified herself and gave her address. She said that her district representative was removed from all the committees and the Council. Ms. Pereira was elected by the resident of the 138th District. Ms. Christy said that she and her husband pays high taxes and Ms. Christy said that her family should have service. Ms. Pereira fights for her family and for community matters. Ms. Pereira fights with honesty and is persistent and patient about community matters. The residents can not tell Council President Nieves how to run the Council, but residents like Ms. Christy will be greatly disappointed if Council Member Pereira is not reinstated. She asks the right questions and challenges the decisions that affect everyone. She cares deeply for everyone, is hardworking and tenacious.

Christine Perez
60 Dupont Place
Bridgeport, CT 06610

Committee Assignments, Leadership
and Good Government.

Ms. Perez said that she was present to address the Council as a City resident. She said that in light of the number Federal investigations, she was disappointed that she had to discuss this subject. She said that her vote was being discounted by having Council Member Pereira removed from the Committees. She had lived in Bridgeport for the past 6 years and Bridgeport has a habit of forgiveness. There are Council Members with criminal charges in their past and one with pending criminal charges that has not been removed. Removing someone on the basis

of not getting along with others is wrong. With all the current problems in the City, it seems rather odd that Council Member Pereira was removed from her Committees. She asked that the Council reconsider their actions. They should take time and act correctly.

ADJOURNMENT

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

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 19, 2020

7:00 P.M.

This meeting was conducted by teleconference.

The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:13 p.m.

PRAYER

Mayor Ganim asked Council Member McBride-Lee to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked City Clerk Martinez to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk called the roll.

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

During the roll call, there appeared to be no response from the individuals whose names are listed in italics.

MINUTES FOR APPROVAL:

Approval of City Council Minutes:

August 3, 2020; September 8, 2020 & September 21, 2020

**** COUNCIL MEMBER BRANTLEY MOVED THE MINUTES OF AUGUST 3, 2020; SEPTEMBER 8, 2020 & SEPTEMBER 21, 2020.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** COUNCIL MEMBER LYONS MOVED TO AMEND THE MINUTES OF SEPTEMBER 21, 2020 TO INCLUDE THE FOLLOWING STATEMENT:**

City Councilwoman Michelle Lyons Statement – October 19, 2020

I making a motion to amend the September 21st minutes to reflect my actual vote from Aye vote to a nay vote because recorded incorrectly.

Reason: I did not get a chance to vote due to the process happening so fast. A row call vote was asked by City Councilwoman Evette Brantley which would have helped clarify matters but would have placed many council people in an awkward position so it did not take place. I also texted President Aidee Nieves that evening to discuss what happened she texted me back stating she would call me but never did. I then called Lydia Martinez but she it all went so fast. I did not find out what happened until the next day when I called the City Clerk's office.

To add further confusion we had a Leadership Meeting a month ago and 3 City Council people were to be reprimanded. Names I will not mention only if necessary to avoid further conflict. To keep peace I made a suggestion to President Aidee Nieves and the rest of the leadership to send a letter to all council people informing them of proper protocol which would eliminate further problems and keep things in order. We all agreed and Attorney Anastasia was working on the letter but due to city events it was never sent out. The next minute I know my name is included in committee changes and other accusations.

Due to this particular season of police issues my husband being on the Police Commission I had to abstain from any matters affecting the Police Department to avoid the appearance of a conflict of interest. A statement was made to me if Michelle cannot vote on these particular issues what good is she. In the past I abstained on the Ordinance Committee regarding WPCA items because of my husband is a State Marshall and that was not a problem. All in all I still would have to abstain when coming to the entire council vote regarding WPCA and some Police Commission items.

Over the years many council people working for the city and sitting on the council had to abstain from many votes and it was never an issue.

Also, I do not use social media to insult or degrade anyone.

We all have disagreements on the council due to the many personalities, values and our own views.

I do not know why I was removed as Co-Chair of Public Safety for 13 years but left on committee. I set many agendas, missed two meeting to go on vacation, but over the years my attendance and Co-Chairs and I were never had any issues or conflicts.

In closing: I will not disagree that according to City Council rules President Aidee Nieves can change people on committees. It would have been a nice gesture if she had called to discuss these changes and especially me being a part of leadership. Each Council person should be handled separately regarding any changes and why. So in that I do not agree with the process that was done incorrectly at the September 21st Council Zoom Meeting.

I hope in the future things will be handled correctly.

Council Member Pereira announced that she had submitted a number of edits for the minutes as follows:

City Council Meeting Minute Edits Monday, August 3, 2020

Page 12 –112-19- Should read, “Council member Pereira said that this would take \$93,000 off the rolls and some of the delinquent taxes were as **recent** as 2017... “

Page 14- 115-19- Fourth paragraph should state “Council member Pereira stated that Robert’s Rules of Order requires that the person who introduced the resolution speak on it first.”

Fifth paragraph – should state, “Since the resolution passed in the Public Safety Committee the legislature passed a significant police reform bill, therefore we need to read the bill to ensure the resolution does not conflict with new bill.” **Delete “She said that moving something forward before it was studied.”**

Page 19- Motion for Immediate Consideration of Resolution 152-19 – The actual votes cast for the Immediate Consideration is missing on Page 19; however there are two votes back to back on Page 23. The second cluster of votes on Page 23 related to resolution 152-19 is the actual vote approving Immediate Consideration as I was the only one that voted no to the Motion for Immediate Consideration.

Page 22 – Motion to Amend Resolution 152-19 was not seconded by Alfredo Castillo. It was seconded by Mike Defilippo.

City Council Meeting Minute Edits Tuesday, September 8, 2020

Roll Call: Matthew McCarthy was initially on the call but departed as he was out-of-state. (Listed as absent)

Denese Taylor-Moye arrived at 7:11 PM

Mary-Evette Brantley arrived at 7:12 PM

Marcy McBride Lee- arrived at 7:23 PM (Zoning Meeting)

Rosalina Roman-Christy – arrived at 7:23 PM (Zoning Meeting)

Alfredo Castillo- arrived at 7:10 PM (Listed as absent)

Avelino Silva arrived at 7:27 (Listed as Absent)

Page 2 – Motion to Table the Minutes of June 18th Public Hearing does not identify the individuals that made and seconded the motion. Matthew McCarthy was on the call for this vote

but not listed as voting. Denese Taylor-Moye & Evette Brantley were not yet on the call but are identified as voting.

Page 2 – Motion to approve the July 28, 2020 Special Meeting does not identify who made and seconded the motion.

Page 7- Motion on 144-19 does not identify McCarthy as casting a vote although he voted on the following motion; therefore he was present for 144-19

Page 7- Councilwoman Maria Pereira was recognized by the Chair and was reading the following prepared statement into the record: **“Mr. Chair, I will be requesting a roll call vote on this matter. Just since 2013, the following issues regarding being a “bona-fide” resident of a district/and or Bridgeport have arisen.”**

- 1) **State Representative Christina Ayala was arrested and prosecuted for representing and voting in a municipal and state district she did not reside in. She pleaded guilty to a felony and received one year suspended.**
- 2) **Senator Andres Ayala was being investigated by the SEEC for registering to vote at 9 different addresses in ten years and whether he resided in the 23rd Senate District. Governor Malloy suddenly moved him into the position of Director of DMV prior to his taking his oath of office for his second senate term**
- 3) **Civil Service Chair Eleanor Guedes was found to have registered to vote in a suburban town while serving on the Civil Service Commission**
- 4) **136th City Councilman Richard DeJesus was investigated by the SEEC for voting and representing the 136th District while residing in the 138th District. He resigned his seat on the City Council**
- 5) **Board of Education Member Jessica Martinez is currently being investigated for serving on the 137th District Town Committee and voting in the 137th District while residing in the 136th District**
- 6) **Mayor Ganim has utilized 5 different addresses from August 2015 –November 2019**
- 7) **The SEEC just issued a finding that Board of Education member Chris Taylor was not residing in Bridgeport from at least December 2016-October 2019 which means he ran for office in Bridgeport illegally and is serving on the school board illegally and...”**

Councilman Ernest Newton and Councilwoman Eneida Martinez interrupted Councilwoman Pereira as did the Chair directing Councilwoman Pereira submit her statement to the City Clerk for the record.

Page 7- The motion to deny 36-19- Resolution concerning Municipal Code of Ordinance Section 2.02.080- Residency Reporting of all municipal Elected Officials, Boards and Commissions identifies City Council President Aidee Nieves as voting against the denial. She voted in favor. Castillo is not identified as voting which is incorrect.

Page 9 – The motion to approve 140-19 & 141-19 does not identify Castillo as voting which is incorrect.

Page 10- First paragraph should read, “Councilwoman Pereira stated all Zoning is required to do is to scan the two page application, not drawings/plans, to the respective city council members within three business days of receipt.” This will give City Council members plenty of notice of prospective businesses or projects being proposed in their district so that they can have time to organize in opposition or in favor.”

Page 10- Alfredo Castillo is not identified as voting which is incorrect.

Page 10 – Second paragraph, second sentence should read, “**Councilwoman Pereira stated that if there were excess bond funds due to a project being abandoned, another revenue source was located, or there were unspent funds at the completion of a project; the City Council must be notified within 30 days so that the City Council can either utilize those funds to pay down bonded debt or reallocate the funds to another Capital project....**”

Pages 12- Please add, “Councilwoman Pereira repeatedly objected that the Chair was recognizing other City Councilmembers although it was her resolution and stated, “**Per Robert’s Rules of Order, the individual(s) who introduce the resolution speak on the resolution first.**”

City Council Meeting Minute Edits Monday, September 21, 2020

Roll Call: Eneida Martinez is identified as absent, however she and Evette Brantley arrived at 7:05 PM

Page 6 – Second Paragraph – Alfredo Castillo did not second the motion for immediate consideration. It was seconded by Mike Defilippo

Page 6- Third Paragraph -The sentence should read, “Council Member Brown reminded everyone that this item would have to pass by two-thirds.”

Page 9 - First Paragraph – the sentence should read, “... but there were several positions receiving 4-8% raises in 2020-2021 in violation of the ordinance.”

Page 12 – Amendment to Agenda Item 132-19 – After the second, the next sentence should read, “both Council members Mike Defilippo & Maria Pereira objected to the Mayor Chairing the meeting for this item as the termination of all taxpayer funded criminal defense attorneys directly impacted him.

Page 13 – Final Paragraph – Should read, “Council Member Pereira said that CT state statute requires state and municipal officers and employees to be indemnified in civil actions not criminal. Every single retainer agreement states that each criminal defense attorney is representing each high level municipal officer and employee in a criminal investigation. Guidepost Solutions has already been paid \$320,000 for subpoena compliance and their invoices show they have conducted extensive data mining of hard drives, laptops, cellphones and more.

Page 14 – Delete the first sentence at the top of the page. In the same paragraph delete “criminal” and add Freedom of Information Commission.

Page 17- Second to last paragraph - The first sentence should read, “Council member Pereira asked why was she removed as Liaison to the WPCA when she had a 96% attendance record and was well prepared for their meetings. “ The third sentence should state, “Council member Pereira asked was she just removed from every committee.” Council President Nieves stated “yes.” Councilwoman Pereira stated, “What could possibly be the basis for her removal when she had the best attendance of every City Councilmember and was more prepared and well-researched than her colleagues. City Council President responded with, “well, you don’t work well with others.”

Page 17- Last Paragraph -Remove Defilippo and Lyons as voting in favor of new committee assignments. Castillo also told me he did not vote in favor of this motion.

Council Member DeFilippo said that he did not vote to remove himself from Budget and Appropriations and it was a nasty move by Council President Nieves. Mayor Gamin requested Council Member DeFilippo refrain from the inappropriate language. Council Member DeFilippo replied that he had not sworn and repeated his adjective describing Council President Nieves’ moves three more times.

Council Member Newton said when the vote was taken, he paid particular attention. He said that he was watching the names of those on the call and everyone was present. When the call for the votes in opposition was made, only one person said they were against which was Council Member Pereira. When people don’t respond, it is assumed that they are not against the item. He said that he did not understand why they were having this discussion. Council Member Newton said that if the situation was that serious, they could have gotten someone from the prevailing side to bring up the issue again for discussion. The vote was taken and it is over.

Council Member Vizzo-Paniccia said that the audio was breaking up and she was not clear on the reasons why the removal was being done. In the past, Committee members have been changed by the Council President. She said that she was not consulted on being placed on the Education Committee and did not want it. She said she had sent several emails to Council President Nieves about that. The situation has gotten out of hand. She added that she has sent other emails to the Mayor and was waiting for responses.

Council President Nieves clarified that on September 21st, she had made a motion to add something to the agenda and there was a second. She also made the motion regarding the changes and there which also had a second. The only person who had spoken about the item was Council Member Pereira.

She requested everyone mute their devices so there is no crosstalk, which causes confusion.

**** THE MOTION TO AMEND THE MINUTES OF AUGUST 3, 2020; SEPTEMBER 8, 2020 & SEPTEMBER 21, 2020 FAILED TO PASS DUE TO THE LACK OF A SECOND.**

**** THE MOTION TO APPROVE THE MINUTES OF AUGUST 3, 2020; SEPTEMBER 8, 2020 & SEPTEMBER 21, 2020 AS SUBMITTED PASSED WITH ELEVEN (11) IN FAVOR (TAYLOR-MOYE, CRUZ, BRANTLEY, BROWN, HERRON, MCBRIDE-LEE, CASTILLO, VALLE, NIEVES, MARTINEZ AND NEWTON) AND EIGHT (8) OPPOSED (BURNS, MCCARTHY, DEFILIPPO, LYONS, PEREIRA, SILVA, VIZZO-PANICCA AND ROMAN-CHRISTY).**

ITEMS FOR IMMEDIATE CONSIDERATION:

184-19 Communication from Central Grants re: Grant Submission: United States Department of Justice – Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children (#20214), FOR IMMEDIATE CONSIDERATION.

**** COUNCIL PRESIDENT NIEVES MOVED AGENDA ITEM 184-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES DEPARTMENT OF JUSTICE – OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION FY 2020 SECOND CHANCE ACT ADDRESSING THE NEEDS OF INCARCERATED PARENTS AND THEIR MINOR CHILDREN (#20214), FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council President Nieves said for the record that due to timing and COVID issues, it was not presented to the Committee and it would help Second Chance Families.

Council Member Burns asked Ms. DeJesus to fill them in a bit more on the grant details. Ms. DeJesus said that there was no matching funds required and Mr. Earl Bloodworth was present to answer questions.

Council Member Burns asked Mr. Bloodworth how the funds would be dispersed. Mr. Bloodworth said that Career Resources would be partnering and he gave a brief overview on the program.

Council Member Pereira said that before items were discussed, the Charter requires a 2/3rd vote for immediate consideration. Mayor Ganim said that he was not sure it required a vote. Council Member Pereira said that the Council needed to vote on Immediate Consideration. Mayor Ganim said that they had already moved for immediate consideration.

Council Member Pereira called the question.

**** THE MOTION TO APPROVE THE IMMEDIATE CONSIDERATION OF AGENDA ITEM 184-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES DEPARTMENT OF JUSTICE – OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION FY 2020 SECOND CHANCE ACT ADDRESSING THE NEEDS OF INCARCERATED PARENTS AND THEIR MINOR CHILDREN (#20214) PASSED WITH EIGHTEEN IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, HERRON, DEFILIPPO, LYONS,**

VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, PEREIRA, MARTINEZ AND NEWTON) AND ONE ABSTENTION (BROWN).

Council Member Brown said he would abstain due to a conflict of interest.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM 184-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES DEPARTMENT OF JUSTICE – OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION FY 2020 SECOND CHANCE ACT ADDRESSING THE NEEDS OF INCARCERATED PARENTS AND THEIR MINOR CHILDREN (#20214)
** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Newton thanked the Council for including MIRA in the budget. This has allowed them to seek outside grants which assist the children and spouses of the second chance candidates. Council Member Newton said for the record that he does not stand to benefit from this grant, which is why he did not abstain from voting.

Council Member Castillo said it was good but these grants help the fathers returning to the community, but they need jobs. He said for the record no one from Bridgeport is working on these projects. He said that he would support this grant.

Council Member Brantley said that she supports this grant and thanked everyone who has worked on it. There are a number of returning fathers who do find jobs. This is a necessary program to help them reconnect with their families.

Council Member Pereira asked about the third page of the application. She asked about the two part time outreach employees. [Inaudible] Ms. DeJesus said that they would be city employees.

Council Member Pereira asked about the MIRA portion of the program. Mr. Bloodworth replied and explained how the program would work.

Council Member Pereira asked why they couldn't teleconference with the inmates and use the money for other programs. Mr. Bloodworth said that the prisons do not have the technology. Council Member Brantley said that there were many institutions where children were involved were working towards in- person visits.

Council Member McCarthy asked for an overview of the partnership. Ms. DeJesus spoke but her response was inaudible.

Council Member Cruz thanked Mr. Bloodworth for his work with MIRA. He pointed out that the grant funding was not coming from the resident taxpayers. It is important to keep the family relationships solid. He asked his fellow Council Members to support the item. He thanked Career Resources for their partnership.

Council Member Newton said that Career Resources, the City of Bridgeport and other resources, people are being trained and are working. He said that he had done four consecutive job placements that were successful at City Hall. It connects fathers with their children.

**** THE MOTION TO APPROVE THE IMMEDIATE CONSIDERATION OF AGENDA ITEM 184-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: UNITED STATES DEPARTMENT OF JUSTICE – OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION FY 2020 SECOND CHANCE ACT ADDRESSING THE NEEDS OF INCARCERATED PARENTS AND THEIR MINOR CHILDREN (#20214) PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, PEREIRA, MARTINEZ AND NEWTON); ONE (1) OPPOSED (DEFILIPPO) AND ONE ABSTENTION (BROWN).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

177-19 Communication from Library re: Reappointment of James E. O'Donnell to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

178-19 Communication from Library re: Reappointment of Hon. William Holden to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

179-19 Communication from Library re: Reappointment of Kenya Osborne-Gant to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

180-19 Communication from Library re: Reappointment of Donald W. Greenberg to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

181-19 Communication from Library re: Reappointment of Denise Clemons to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

182-19 Communication from Library re: Reappointment of Jeanette Munoz Allam to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

183-19 Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII (11), ACCEPTED AND MADE PART OF THE RECORD.

185-19 Communication from Central Grants re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#21399), referred to Public Safety and Transportation Committee.

186-19 **Communication from Mayor re: Appointment of John M. Klein (R) to the Water Pollution Control Authority, referred to Miscellaneous Matters Committee.**

187-19 **Communication from Mayor re: Appointment of Ira Nachem (D) to the Zoning Board of Appeals as an Alternate, referred to Miscellaneous Matters Committee.**

190-19 **Communication from Mayor re: Appointment of Kai Starn (D) to the Energy Improvement District, referred to Miscellaneous Matters Committee.**

191-19 **Communication from Mayor re: Appointment of David Chard (D) to the Harbor Commission, referred to Miscellaneous Matters Committee.**

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

188-19 **Resolution presented by Council Member(s) Brown; Co-sponsor(s) Brantley & Burns re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 2.98 – Historic District Commission, referred to Ordinance Committee.**

189-19 **Resolution presented by Council Member(s) Brown; Co-sponsor(s) Brantley & Burns re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 12.32 – Historic Districts, referred to Ordinance Committee.**

**** COUNCIL MEMBER NEWTON MOVED TO CONSOLIDATE AND REFER THE FOLLOWING ITEMS:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

177-19 **COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF JAMES E. O'DONNELL TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

178-19 **COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF HON. WILLIAM HOLDEN TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

179-19 **COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF KENYA OSBORNE-GANT TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

180-19 **COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF DONALD W. GREENBERG TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

181-19 COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF DENISE CLEMONS TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

182-19 COMMUNICATION FROM LIBRARY RE: REAPPOINTMENT OF JEANETTE MUNOZ ALLAM TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

183-19 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII (11), ACCEPTED AND MADE PART OF THE RECORD.

185-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT COURT SUPPORT SERVICES DIVISION – YOUTH VIOLENCE PREVENTION INITIATIVE (#21399), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

186-19 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF JOHN M. KLEIN (R) TO THE WATER POLLUTION CONTROL AUTHORITY, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

187-19 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF IRA NACHEM (D) TO THE ZONING BOARD OF APPEALS AS AN ALTERNATE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

190-19 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF KAI STARN (D) TO THE ENERGY IMPROVEMENT DISTRICT, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

191-19 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF DAVID CHARD (D) TO THE HARBOR COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

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

188-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) BROWN; CO-SPONSOR(S) BRANTLEY & BURNS RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 2.98 – HISTORIC DISTRICT COMMISSION, REFERRED TO ORDINANCE COMMITTEE.

189-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) BROWN; CO-SPONSOR(S) BRANTLEY & BURNS RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 12.32 – HISTORIC DISTRICTS, REFERRED TO ORDINANCE COMMITTEE.

- ** COUNCIL MEMBER BRANTLEY SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *154-19 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Dennis Rodgerson having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.**
- *161-19 Contracts Committee Report re: Resolution for the University – Agency Affiliation Agreement regarding Social Work Field Placement with Sacred Heart University, Inc.**
- *162-19 Public Safety and Transportation Committee Report re: Resolution regarding 2020 Sidewalk Repair Pilot Program.**
- *164-19 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#21312).**

Mayor Ganim asked if any Council Member wished to have an item removed from the Consent Calendar. Council Member Pereira requested the following Agenda Items: 162-19, 154-19, and 168-19 be removed from the Consent Calendar.

City Clerk Martinez read the remaining items into the record as the Consent Calendar.

- ** COUNCIL MEMBER HERRON MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

161-19 CONTRACTS COMMITTEE REPORT RE: RESOLUTION FOR THE UNIVERSITY – AGENCY AFFILIATION AGREEMENT REGARDING SOCIAL WORK FIELD PLACEMENT WITH SACRED HEART UNIVERSITY, INC.

164-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: U.S. DEPARTMENT OF JUSTICE FY 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM (#21312).

- ** COUNCIL MEMBER BRANTLEY SECONDED.**
- ** THE MOTION TO APPROVE THE CONSENT CALENDAR AS READ PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

***162-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT
RE: RESOLUTION REGARDING 2020 SIDEWALK REPAIR PILOT PROGRAM.**

**** COUNCIL MEMBER VALLE MOVED TO APPROVE AGENDA 162-19 PUBLIC
SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION
REGARDING 2020 SIDEWALK REPAIR PILOT PROGRAM.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that she obtained a signed copy of the contract dated in February 2017. She said that it had expired in February 2020. The Purchasing guidelines require it to go back out to bid. She said that there were extensive Committee minutes indicating that it was going back out to bid. No subsequent bids were ever presented to the Committee. She asked how the Committee could bring the item out of Committee when there were no bids submitted. She said that she was trying to understand how this was legal.

Atty. Trachtenburg said that she appreciates the attention that Council Member Pereira gives to the contracts. The contract was put on hold inappropriately by the City Atty. Trachtenburg has an obligation to the City as a whole. Discussion about the details followed.

Council Member Newton said that there was an opinion received earlier in the day that opined that if they did not honor the contract, the City could be liable. Atty. Trachtenburg said that she would like to address the concerns. The City has breached a contract and they are trying to repair that breach and fix something that the City did wrong.

Council Member Burns asked about the contract from the residents' viewpoint. He asked if they were obligated to honor the contract. Atty. Trachtenburg said that they were not.

Council President Nieves said that when they had tabled the sidewalks in Public Safety Committee, the DPW Director and Ms. Lambert were there in order to restructure the program due to concerns about overpricing. Council President Nieves said that her concern was the price but G. Pic has decided to honor the price. It is a choice program. Since they unilaterally suspended the contract, they have to honor the contract.

Council Member Brantley said she would like to see the project move forward. She initiated the program and likes the program. She said she heard negative reports and was tired of having outside contractors picked. The program should be closely monitored to make sure that everyone is treated fairly.

Council Member McCarthy asked that the contract expired or on hold. Atty. Trachtenburg said that it was not expired because the City had not fulfilled their obligations on their end of the contract.

Council Member Lyons said that she wanted to clarify that Council President Nieves was correct in what she said regarding the April minutes for the Public Safety Committee.

**** THE MOTION TO APPROVE AGENDA 162-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING 2020 SIDEWALK REPAIR PILOT PROGRAM PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, BROWN, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, MARTINEZ AND NEWTON) AND TWO (2) OPPOSED (DEFILIPPO AND PEREIRA).**

Council President Nieves said that Council Member Suliman was out of the country.

154-19 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Dennis Rodgeron having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 154-19 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT DENNIS RODGERSON HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira said that she did not believe this was the correct item. She said that it was not about an individual firefighter. Discussion followed.

**** THE MOTION TO APPROVE AGENDA ITEM 154-19 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT DENNIS RODGERSON HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, BROWN, HERRON, DEFILIPPO, MCBRIDE-LEE, SILVA, CASTILLO, NIEVES, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (LYONS, PEREIRA, ROMAN-CHRISTY, VALLE AND VIZZO-PANICCIA).**

***168-19 Contracts Committee Report re: Settlement of Municipal Prohibited Practice Matter Pending before the State Labor Board MPP 33,523 relating to a Tentative Agreement between Bridgeport Firefighters Local 834 and City of Bridgeport concerning Firefighters working beyond the Age of 65.**

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 168-19 CONTRACTS COMMITTEE REPORT RE: SETTLEMENT OF MUNICIPAL PROHIBITED PRACTICE MATTER PENDING BEFORE THE STATE LABOR BOARD MPP 33,523 RELATING TO A TENTATIVE AGREEMENT BETWEEN BRIDGEPORT**

**FIREFIGHTERS LOCAL 834 AND CITY OF BRIDGEPORT CONCERNING
FIREFIGHTERS WORKING BEYOND THE AGE OF 65.**

Council Member Herron said that this was something that came before the Committee in Executive Session. Atty. Mitola said that union contract allows Firefighters to remain at work until the age of 70. He gave the details of the MOU. He said that the Council has the agreement before them that would allow the Firefighters to remain on the job until the age of 68.

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that the State Statute indicated that age 70 was illegal. She then read a portion of the contract regarding the issue which prevents anyone from introducing anything into the contract. She said that the Council would not be able to deny a firefighter the right to remain at work.

Atty. Mitola said that it was about the upcoming negotiations. He added that he did not believe the City Council had the right to deny a firefighter the right to work to the age of 68. Those who will be grandfathered will have the right to work to age 70. Atty. Mitola said that the goal was to reduce the retirement age from 70 to 68. Discussion followed.

**** THE MOTION TO APPROVE AGENDA ITEM 168-19 CONTRACTS COMMITTEE
REPORT RE: SETTLEMENT OF MUNICIPAL PROHIBITED PRACTICE MATTER
PENDING BEFORE THE STATE LABOR BOARD MPP 33,523 RELATING TO A
TENTATIVE AGREEMENT BETWEEN BRIDGEPORT FIREFIGHTERS LOCAL 834
AND CITY OF BRIDGEPORT CONCERNING FIREFIGHTERS WORKING BEYOND
THE AGE OF 65**

**PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-
MOYE, BRANTLEY, BROWN, HERRON, DEFILIPPO, MCBRIDE-LEE, SILVA,
CASTILLO, NIEVES, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (LYONS,
PEREIRA, ROMAN-CHRISTY, VALLE AND VIZZO-PANICCIA).**

**156-19 Public Safety and Transportation Committee Report re: Honorary Naming of John
Street as "Joseph J. Kaliko Way" with appropriate signage placed on the intersecting
corners along John Street from Water Street to Fairfield Avenue, DENIED.**

**** COUNCIL MEMBER VALLE MOVED TO APPROVE THE REPORT OF THE
COMMITTEE ON 156-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE
REPORT RE: HONORARY NAMING OF JOHN STREET AS "JOSEPH J. KALIKO
WAY" WITH APPROPRIATE SIGNAGE PLACED ON THE INTERSECTING
CORNERS ALONG JOHN STREET FROM WATER STREET TO FAIRFIELD
AVENUE, DENIED.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member McBride-Lee said that she had asked the Committee for information and asked if she would receive that information soon. Council Member Valle said that Council Member Brown was supposed to prepare something for this meeting. She added that this item was also in Ordinance Committee. Discussion followed.

Council Member McBride-Lee said that Mr. Kaliko had provided housing for some people of color and also provided wheelchairs for some and financed a ballet program for her school.

Council Member Herron said that this was one of the first times that they were honoring someone who was still alive. There were other honorees who had passed on and she would like to see this approved.

Council Member Pereira said that this was in no way against Mr. Kaliko, but it was confusing for the EOC and people who are not familiar with the area. That is a public safety issue. She suggested that they name one of the new libraries after him.

Council Member Newton said that in committee, the item was denied. If the Council Members vote no, they are voting to support the item.

Council Member Lyons asked for clarification on this. She said that they had put a hold on honorary street namings. Council Member Lyons said that they had put in suggestions and she mentioned a public park downtown that could be given named in his honor.

Council Member Martinez said that Mr. Kaliko was on the line and listening. She said that she was in full support of honoring Mr. Kaliko with the honorary street name. This should not cause any issues with the other street names.

Council Member Silva said that this item was a denial coming out of Committee. A vote of Yes supports the denial while a No is opposed to the denial.

Council Member Brantley said she did not want to belabor this issue. Since Mr. Kaliko is alive, it would be an honor and after this, stop the honorary naming program.

Council Member Taylor-Moye said no one has come up with a plan before. This is the one time she believes that Mr. Kaliko's name should be honored.

Council Member Brown said that there had been a moratorium that was before the Ordinance Committee and had been tabled in order to create a plan. He said that he had sat down with Council Member Valle and Council Member Vizzo-Paniccia to discuss honorary street namings and the concerns the EOC and Fire Department have. He said that he was asking the Council to support this item in order to give the Ordinance Committee time to work out some issues. Council Member Brown said that the new ordinance would have a sign that was different in size and color. Mr. Kaliko's name could be submitted again.

**** THE MOTION TO APPROVE THE PUBLIC SAFETY'S COMMITTEE DENIAL OF AGENDA ITEM 156-19 RE: HONORARY NAMING OF JOHN STREET AS "JOSEPH J. KALIKO WAY" WITH APPROPRIATE SIGNAGE PLACED ON THE INTERSECTING CORNERS ALONG JOHN STREET FROM WATER STREET TO FAIRFIELD AVENUE FAILED TO PASS WITH EIGHT (8) IN FAVOR (BURNS, BROWN, LYONS, VIZZO-PANICCIA, ROMAN-CHRISTY, NIEVES, VALLE AND PEREIRA) AND ELEVEN (11) AGAINST (MCCARTHY, CRUZ, TAYLOR-MOYE,**

Council Member Valle said that the shouting back and forth was disrespectful. She said that she was sick and tired of this. Regarding 176-19, she was voting against this because they need to start working on this now.

Council Member Herron said that they had discussed this years ago. This is a Canon contract and the price was a good price for three years. However, the more departments that utilize the service the better the price would be.

**** THE MOTION TO APPROVE AGENDA ITEM 176-19 CONTRACTS COMMITTEE REPORT RE: LEASE AGREEMENT WITH MARLIN BUSINESS SERVICES CORP. REGARDING OFFICE EQUIPMENT FOR THE CITY ATTORNEY'S OFFICE PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (PEREIRA, VIZZO-PANICCIA, LYONS, DEFILIPPO AND VALLE).**

Council Member Roman-Christy asked for a point of personal privilege. Council Member Roman-Christy said that she wanted to add her name as opposed to the minutes.

Council Member Herron said that she had concerns about people speaking over one another, confusing votes and amendments. Things that happen tonight should not have happened. Everyone on the Council is an elected official and an adult. She said that she was saddened and hurt by this and not sure how much more they could take. This was very disturbing to her.

Council Member Lyons agreed with Council Member Herron and Council Member Valle. She thanked Council Member Vizzo-Paniccia for mentioning the audio on the September 21st meeting. She suggested roll call votes which might ease some stress. Council Member Lyons said that her niece was named the Medical Nurse for 2020 for Bridgeport Hospital. Bridgeport Hospital has been a major benefit during the epidemic.

Council President Nieves said that the Council Members were struggling to hear what was being said. She said that she had spoken to some of the chairs about decorum. The only person who should be unmuted all the time is Council Member Taylor-Moye, because her computer does not have a camera. The behavior today was not respectful. The laughter is not funny. She thanked Council Member Roman-Christy for clarifying her vote change.

ADJOURNMENT

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

The meeting adjourned at 9:26 p.m.

Respectfully submitted,

Telesco Secretarial Services

City of Bridgeport
City Council Meeting
Regular Meeting
October 19, 2020

DEFILIPPO, HERRON, MCBRIDE-LEE, SILVA, CASTILLO, MARTINEZ, NEWTON AND BRANTLEY).

Atty. Anastasi said that it would not be a bad thing to take an affirmative vote and he would clarify the issue tomorrow in writing. It is a precedent in lieu of proper legal advice.

**** COUNCIL MEMBER NEWTON MOVED TO APPROVE AGENDA ITEM 156-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: HONORARY NAMING OF JOHN STREET AS "JOSEPH J. KALIKO WAY" WITH APPROPRIATE SIGNAGE PLACED ON THE INTERSECTING CORNERS ALONG JOHN STREET FROM WATER STREET TO FAIRFIELD AVENUE.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 156-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: HONORARY NAMING OF JOHN STREET AS "JOSEPH J. KALIKO WAY" WITH APPROPRIATE SIGNAGE PLACED ON THE INTERSECTING CORNERS ALONG JOHN STREET FROM WATER STREET TO FAIRFIELD AVENUE PASSED WITH TEN (10) IN FAVOR (MCCARTHY, CRUZ, TAYLOR-MOYE, HERRON, MCBRIDE-LEE, SILVA, CASTILLO, MARTINEZ, NEWTON AND BRANTLEY), AND NINE (9) AGAINST (BURNS, BROWN, DEFILIPPO, LYONS, VIZZO-PANICCIA, ROMAN-CHRISTY, NIEVES, VALLE AND PEREIRA).**

176-19 Contracts Committee Report re: Lease Agreement with Marlin Business Services Corp. regarding Office Equipment for the City Attorney's Office.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 176-19 CONTRACTS COMMITTEE REPORT RE: LEASE AGREEMENT WITH MARLIN BUSINESS SERVICES CORP. REGARDING OFFICE EQUIPMENT FOR THE CITY ATTORNEY'S OFFICE.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira said that it was for 20m desktop printers and 3 industrial printers for the City Attorney's Office. This deprives the negotiating powers for the City, not in the interest of taxpayers. She said that it dilutes the purchasing power and so she would not be supporting it.

Council Member McCarthy asked if it had gone out to bid. Atty. Trachtenburg said that it had come off the State Bid List. Mayor Ganim said that the State issues a bid list with favorable pricing. Council Member McCarthy asked if the City gets to see the lowest bids. Atty. Trachtenburg said that they did not.

Council Member Vizzo-Paniccia said that she would be voting against this because in the past they wanted to consolidate this.

Council Member Castillo said that that the City Attorney's Office has a contract. He said that in the future, there will be a better plan. Atty. Trachtenburg said that they discussed this at length. Council Member Pereira said that the snickering and laughter was inappropriate.



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 184-19
Submitting Department / Contact Name: Central Grants Office
Isolina DeJesus, Director
Subject: Grant Submission: re – Application to the United States Department of Justice – Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children (#20214)
Referred to Committee: Immediate Consideration
City Council Date: October 19, 2020

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Garim
Joseph P. Garim, Mayor

10/28/2020
Date

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Comm.# 184-19 Referred for IMMEDIATE CONSIDERATION on October 19, 2020.

October 14, 2020

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

Re: Resolution – City of Bridgeport application to the United States Department of Justice – Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children (#20214)

Attached, please find a Grant Summary and Resolution for the **United States Department of Justice – Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children**. We respectfully request that this be added as an item to the City Council’s meeting agenda on Monday, October 19, 2020 for **IMMEDIATE CONSIDERATION** to execute the contract award received on September 30, 2020. The grant performance period began October 1, 2020.

If you have any questions or require any additional information, please contact me at 203-576-7134 or isolina.dejesus@Bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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GRANT SUMMARY

PROJECT TITLE: United States Department of Justice – Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children (# 20214)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding, from the U.S. Department of Justice, for the development of Bridgeport Families First (BFF). This program is a collaboration between MIRA and Career Resources, Inc. (CRI) which will provide incarcerated parents and their minor children with interventions to address the challenges families face during incarceration and the re-entry process.

The BFF program combines economic, social, and therapeutic resources to create a self-reinforcing support system that will facilitate parent-child communication, reinforce positive parenting techniques, alleviate the economic pressures of incarceration, develop healthy intra-family interactions, and create a supportive community around the re-entry process.

The program will serve 125 incarcerated of formerly incarcerated parents over the course of the grant, as well as their minor children and non-offender co-parents. The City's MIRA office will conduct all recruiting for the program in correctional facilities and halfway houses. In addition, the City's Office of Central Grants and MIRA program will be responsible for reporting and regularly monitoring activities to ensure compliance. CRI will establish Fatherhood group sessions with Bridgeport-area inmates in all state facilities and provide transportation to all DOC facilities once per month for client children and their custodial parents. CRI will designate two of its current halfway houses as "parent" houses, with priority for residency given to clients with minor children. Additional services will be available to parents in these houses, including family social activities, group therapy sessions and parenting classes. A Licensed Marriage and Family Therapist will assess families at the start of services and work with them post-release in sessions designed for the needs of each specific family. CRI will continue to work closely with the City to guide returning citizens to immediate employment via CRI's Re-entry Navigator and the American Job Center career services.

CONTRACT PERIOD: 10/1/2020 – 9/30/2023

FUNDING SOURCES (include matching funds):	
Federal:	\$ 750,000
State:	\$
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 122,724 (\$114,000/ \$8,724) two part-time outreach specialists for 3 years. City Staff - MIRA
Supplies:	\$ 30,000 – \$10,000 per year for incentive bags to include: toiletries, under garments, socks, and other basic needs to encourage participation
Administrative:	\$ 21,486 (7,162 per year)
Mileage Reimbursement:	\$ 30,834 – for MIRA staff
Subgrantee/Subcontract-CRI	\$490,956 – (CRI)
Other: Software Subscription & Incentives	\$ 54,000 - 18,000 per year for software subscription,

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

**A Resolution by the Bridgeport City Council
Regarding the
United States Department of Justice –
Office of Juvenile Justice and Delinquency Prevention
FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents
and Their Minor Children (#20214)**

WHEREAS, the **United States Department of Justice** 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 Department of Justice – Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children**; and

WHEREAS, funds under this grant will allow the Mayor's Initiative on Re-Entry Affairs (MIRA) and Career Resources, Inc (CRI) to create programs and opportunities to assist incarcerated parents and their families; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **United States Department of Justice-Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children** to provide the incarcerated parent, the custodial parent and their minor children programs to help address the many challenges families experience during incarceration and the re-entry process.

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 Department of Justice-Office of Juvenile Justice and Delinquency** for the purpose of its **FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children**; and
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 Department of Justice-Office of Juvenile Justice and Delinquency Prevention** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Ortiz, Frances

From: Showah, Ava
Sent: Wednesday, October 14, 2020 3:39 PM
To: Agenda, Council; Gaudett, Thomas
Cc: DeJesus, Isolina; Nieves, Aidee; Ortiz, Frances
Subject: 10/19/2020 - City Council Agenda Items
Attachments: 20214 - Second Chance - Resolution .docx; 21399 - CSSD - Resolution.doc

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20 OCT 14 PM 3:44
ATTEST
CITY CLERK

Hi Tom,

Please find attached two resolutions packages we will be submitting to the City Clerk to be placed on the October 19, 2020, City Council Agenda. Please see below for a brief summary.

Immediate Consideration (This is being requested at the direction of the City Council President, Aidee Nieves on 10/14/20)

United States Department of Justice – Office of Juvenile Justice and Delinquency Prevention FY 2020 Second Chance Act Addressing the Needs of Incarcerated Parents and Their Minor Children (#20214) - \$ 750,000

The City of Bridgeport is seeking funding, from the U.S. Department of Justice, for the development of Bridgeport Families First (BFF). This program is a collaboration between MIRA and Career Resources, Inc. (CRI) which will provide incarcerated parents and their minor children with interventions to address the challenges families face during incarceration and the re-entry process.

The BFF program combines economic, social, and therapeutic resources to create a self-reinforcing support system that will facilitate parent-child communication, reinforce positive parenting techniques, alleviate the economic pressures of incarceration, develop healthy intra-family interactions, and create a supportive community around the re-entry process.

The program will serve 125 incarcerated of formerly incarcerated parents over the course of the grant, as well as their minor children and non-offender co-parents. The City's MIRA office will conduct all recruiting for the program in correctional facilities and halfway houses. In addition, the City's Office of Central Grants and MIRA program will be responsible for reporting and regularly monitoring activities to ensure compliance. CRI will establish Fatherhood group sessions with Bridgeport-area inmates in all state facilities and provide transportation to all DOC facilities once per month for client children and their custodial parents. CRI will designate two of its current halfway houses as "parent" houses, with priority for residency given to clients with minor children. Additional services will be available to parents in these houses, including family social activities, group therapy sessions and parenting classes. A Licensed Marriage and Family Therapist will assess families at the start of services and work with them post-release in sessions designed for the needs of each specific family. CRI will continue to work closely with the City to guide returning citizens to immediate employment via CRI's Re-entry Navigator and the American Job Center career services.

To be Referred to Public Safety

State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative (#21399) - \$375,000 - The City of Bridgeport Police Department has been allocated funding through Public Act 19-117 to support youth violence prevention programs. Programs funded will provide a variety of services to ensure that youth have ample opportunities for leading healthy, safe, productive lives and that those who have made bad choices have rehabilitative services available to them.

Please let me know if you have any questions.

Thank you,

Ava Showah
Administrative Assistant
Office of Central Grants

BRIDGEPORT LIBRARY

925 Broad Street ♦ Bridgeport, CT 06604 ♦ (203) 576-7400

October 13, 2020

Board of Directors

James E. O'Donnell
President
Kenya Osborne-Gant
Vice President
Thomas R. Errichetti
Secretary / Treasurer
Anne Cunningham
Assistant Secretary
Jeanette Muñoz Allam*
Denise Clemons*
Donald W. Greenberg
Hon. William Holden

(* appointed pending
City Council approval)

Directors Emeriti

John A. Arcudi*
Adele Jacobson*
Edward L. Kelley*
Helen Liskov*
John Phelan
Hon. George A. Saden*
Zane Yost*

(* deceased)

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Re-Appointment of James E. O'Donnell to Board of Directors of
The Bridgeport Public Library and Reading Room

Dear Council Members:

As previously reported by letter dated June 28, 2019, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, James E. O'Donnell was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 19, 2019 to continue to serve as a Director for a term of three years ending June 30, 2022 and until his successor has been appointed and qualified. Attorney O'Donnell is a Democrat elector of Bridgeport and his contact information is:

James E. O'Donnell
505 West McKinley Avenue
Bridgeport, CT 06606
Telephone: (203) 333-7714
Email: jodonnell@omc-attys.com

His Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted and awaiting review by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director of Legislative Affairs, Constance Vickers
(Constance.Vickers@Bridgeportct.gov)

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Vice President
Thomas R. Errichetti
Secretary / Treasurer
Anne Cunningham
Assistant Secretary
Jeanette Muñoz Allam*
Denise Clemons*
Donald W. Greenberg
Hon. William Holden

(* appointed pending
City Council approval)

Directors Emeriti

John A. Arcudi*
Adele Jacobson*
Edward L. Kelley*
Helen Liskov*
John Phelan
Hon. George A. Saden*
Zane Yost*

(* deceased)

October 13, 2020

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Re-Appointment of Hon. William Holden to Board of Directors of
The Bridgeport Public Library and Reading Room

Dear Council Members:


As previously reported by letter dated June 28, 2019, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Hon. William Holden was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 19, 2019 to continue to serve as a Director for a term of three years ending June 30, 2022 and until his successor has been appointed and qualified. Judge Holden is a Democrat elector of Bridgeport and his contact information is:

Hon. William Holden
627 Fairview Avenue
Bridgeport, CT 06606
Telephone: (203) 371-5017
Email: william.holden@jud.ct.gov

His Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted and awaiting review by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director of Legislative Affairs, Constance Vickers
(Constance.Vickers@Bridgeportct.gov)

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October 13, 2020

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Vice President
Thomas R. Errichetti
Secretary / Treasurer
Anne Cunningham
Assistant Secretary
Jeanette Muñoz Allam*
Denise Clemons*
Donald W. Greenberg
Hon. William Holden

(* appointed pending
City Council approval)

Directors Emeriti

John A. Arcudi*
Adele Jacobson*
Edward L. Kelley*
Helen Liskov*
John Phelan
Hon. George A. Saden*
Zane Yost*

(* deceased)

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Re-Appointment of Kenya Osborne-Gant to Board of Directors of
The Bridgeport Public Library and Reading Room

Dear Council Members:

As previously reported by letter dated June 28, 2019, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Kenya Osborne-Gant was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 19, 2019 to continue to serve as a Director for a term of three years ending June 30, 2022 and until her successor has been appointed and qualified. Ms. Osborne-Gant is a Democrat elector of Bridgeport and her contact information is:

Kenya Osborne-Gant
87 Hickory Street
Bridgeport, CT 06610
Telephone: (203) 520-5662
Email: kosbornegant@gmail.com

Her Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted and awaiting review by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director of Legislative Affairs, Constance Vickers
(Constance.Vickers@Bridgeportct.gov)

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Vice President
Thomas R. Errichetti
Secretary / Treasurer
Anne Cunningham
Assistant Secretary
Jeanette Muñoz Allam*
Denise Clemons*
Donald W. Greenberg
Hon. William Holden

(* appointed pending
City Council approval)

Directors Emeriti

John A. Arcudi*
Adele Jacobson*
Edward L. Kelley*
Helen Liskov*
John Phelan
Hon. George A. Saden*
Zane Yost*

(* deceased)

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Re-Appointment of Donald W. Greenberg to Board of Directors of
The Bridgeport Public Library and Reading Room

Dear Council Members:

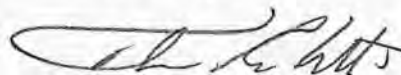
As previously reported by letter dated June 18, 2020, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Donald W. Greenberg was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 17, 2020 to continue to serve as a Director for a term of three years ending June 30, 2023 and until his successor has been appointed and qualified. Professor Greenberg is an Unaffiliated elector of Bridgeport and his contact information is:

Donald W. Greenberg
265 Balmforth Street
Bridgeport, CT 06605
Telephone: (203) 576-1123
Email: DWGreenberg@fairfield.edu

His Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted and awaiting review by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director of Legislative Affairs, Constance Vickers
(Constance.Vickers@Bridgeportct.gov)

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Anne Cunningham
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Jeanette Muñoz Allam*
Denise Clemons*
Donald W. Greenberg
Hon. William Holden

(* appointed pending
City Council approval)

Directors Emeriti

John A. Arcudi*
Adele Jacobson*
Edward L. Kelley*
Helen Liskov*
John Phelan
Hon. George A. Saden*
Zane Yost*

(* deceased)

October 13, 2020

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Re-Appointment of Denise Clemons to Board of Directors of
The Bridgeport Public Library and Reading Room

Dear Council Members:

As previously reported by letter dated June 18, 2020, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Denise Clemons was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 17, 2020 to continue to serve as a Director for a term of three years ending June 30, 2023 and until her successor has been appointed and qualified. Ms. Clemons is a Democrat elector of Bridgeport and her contact information is:

Denise Clemons
64 Bancroft Avenue
Bridgeport, CT 06606
Telephone: (203) 414-5138
Email: dclemons-graham@snet.net

Her Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted and awaiting review by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director of Legislative Affairs, Constance Vickers
(Constance.Vickers@Bridgeportct.gov)

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October 13, 2020

Board of Directors

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Kenya Osborne-Gant
Vice President
Thomas R. Errichetti
Secretary / Treasurer
Anne Cunningham
Assistant Secretary
Jeanette Muñoz Allam*
Denise Clemons*
Donald W. Greenberg
Hon. William Holden

(* appointed pending
City Council approval)

Directors Emeriti

John A. Arcudi*
Adele Jacobson*
Edward L. Kelley*
Helen Liskov*
John Phelan
Hon. George A. Saden*
Zane Yost*

(* deceased)

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Re-Appointment of Jeanette Muñoz Allam to Board of Directors of
The Bridgeport Public Library and Reading Room

Dear Council Members:

As previously reported by letter dated June 18, 2020, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Jeanette Muñoz Allam was re-appointed by unanimous vote of the Library Directors at the annual meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on June 17, 2020 to continue to serve as a Director for a term of three years ending June 30, 2023 and until her successor has been appointed and qualified. Ms. Allam is a Democrat elector of Bridgeport and her contact information is:

Jeanette Muñoz Allam
300 Remington Street
Bridgeport, CT 06610
Telephone: (203) 296-4708
Email: jnttmnz1225@gmail.com

Her Personal History Form, Nominee Disclosure Form and a copy of driver's license have been previously submitted and awaiting review by the Ethics Commission.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director of Legislative Affairs, Constance Vickers
(Constance.Vickers@Bridgeportct.gov)

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City of Bridgeport, Connecticut

OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

LYDIA N. MARTINEZ
City Clerk

FRANCES ORTIZ
Assistant City Clerk

COMM.# 183-19 Accepted and Made Part of the Record (10-19-2020)

October 14, 2020

Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

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

Please be reminded that this not being an election year for city council, all items will carry over into the next council session, and will not be filed sine die.

Respectfully submitted,

Lydia N. Martinez
City Clerk

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**BUDGET AND APPROPRIATIONS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 5, 2020**

Number	Type	Summary	Submitted by:	Date Referred:
		General discussion regarding the review of the Monthly Financial Report(s).	*Finance Department*	
		Budget Update from City Department: (None requested)		
130-19	Res.	Proposed Resolution committing to reallocating certain funds from the Police Department to address the safety, security and educational and social services needs of Bridgeport residents.	Council President, Aidee Nieves, D-137th	Submitted on: July 6, 2020, Tabled on: July 13, 2020 & August 10, 2020, September 14, 2020.

**CONTRACTS COMMITTEE
PENDING ITEMS
AS OF OCTOBER 5, 2020
PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
126-19	Comm.	Proposed Resolution Making Findings Per <i>Connecticut City and Town Development Act</i> (Precursor to Consideration of Tax Incentive Development Agreement – 515 West Avenue and Request for a Public Hearing before the Full Council on July 6, 2020	Bill Coleman, Deputy Director, OPED	Ref'd to Joint Committee on Contract & ECD&E 6/15/2020 PH Held July 6, 2020
127-19	Comm.	Proposed Resolution Authorizing Tax Incentive Development Agreement for 515 West Avenue and Request for a Public Hearing before the Full Council on July 6, 2020	Bill Coleman, Deputy Director, OPED	Ref'd to Joint Committee on Contracts & ECD& E 6/15/2020 PH Held July 6, 2020
154-19	Comm.	Proposed Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that <u>Dennis Rodgerson</u> having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.	Richard E. Thode, Fire Chief	Submitted on: <u>09/08/2020</u> , Ref'd to City Attorney on: September 10, 2020
161-19	Comm.	Proposed Resolution for the University – Agency Affiliation Agreement for Social Work Field Placement with Sacred Heart University, Inc.	Tyisha S. Toms, Associate City Attorney	Submitted on: <u>09/08/2020</u> , Ref'd to City Attorney on: <u>09/09/2020</u>
168-19	Comm.	Settlement of Municipal Prohibited Practice Matter Pending before the State Labor Board MPP 33,523 relating to a Tentative Agreement between Bridgeport Firefighters Local 834 and City of Bridgeport concerning Firefighters working beyond the Age of 65.	John R. Mitola, Associate City Attorney	Submitted on: <u>10/05/2020</u> ,
176-19	Comm.	Proposed Lease Agreement with Marlin Business Services Corp. regarding Office Equipment for the City Attorney's Office.	Lisa R. Trachtenburg, Associate City Attorney	Submitted on: <u>10/05/2020</u> ,

**EDUCATION & SOCIAL SERVICES
COMMITTEE
PENDING ITEM
As of October 5, 2020**

Number	Type	Summary	Submitted by:	Date
137-19	Res.	Proposed Resolution to Review the Use of Bridgeport Police as School Resource Officers.	Councilmember Aidee Nieves, D-137th	Ref'd to Committee on 7/6/2020 (Off the Floor) Tabled by Committee on 8/12/2020 Postponed by Committee on 09/16/2020
158-19	Res.	Proposed Resolution for Informational Meeting on University of Bridgeport Merger with Sacred Heart University, Goodwin University and Paier College.	Councilmember Jorge Cruz, Sr., D-132 nd	Ref'd to Committee on 9/8/2020
159-19	Res.	Proposed Resolution Supporting Railroad Track Safety Curriculum.	Councilmembers Maria I. Valle Aidee Nieves, D-137 th Ernest E. Newton II, Eneida Martinez D-139 th	Ref'd to Committee on 9/8/2020

**ECONOMIC & COMMUNITY DEVELOPMENT
& ENVIRONMENT COMMITTEE
PENDING ITEM
As of October 5, 2020**

Number	Type	Summary	Submitted by:	Date
37-19	Res.	Proposed resolution for the Paving and development of the Municipal Surface Parking Lot at corner of East Main Street and Nichols Street.	Council Member Aidee Nieves and Maria Valle, D-138th	Ref'd to Council on 2/3/2020 Tabled 2/18/2020 Tabled 8/18/2020
126-19	Comm.	Proposed Resolution Making Findings Per <i>Connecticut City and Town Development Act</i> (Precursor to Consideration of Tax Incentive Development Agreement – 515 West Avenue and Request for a Public Hearing before the Full Council on July 6, 2020	Bill Coleman, Deputy Director, OPED	Ref'd to Joint Committee on Contract & ECD&E 6/15/2020 PH Held July 6, 2020 Per Mr. Coleman: Item not ready to move forward
127-19	Comm.	Proposed Resolution Authorizing Tax Incentive Development Agreement for 515 West Avenue and Request for a Public Hearing before the Full Council on July 6, 2020	Bill Coleman, Deputy Director, OPED	Ref'd to Joint Committee on Contracts & ECD& E 6/15/2020 PH Held July 6, 2020 Per Mr. Coleman: Item not ready to move forward
145-19	Res.	Proposed resolution to ensure Public Spaces Reflect Diversity and Values	Council Member(s) Cruz, McBride-Lee, Silva, Pereira & Newton	Ref'd to Council on 8/3/2020 Tabled by Committee on 8/18/2020; 9/15/2020
170-19	Comm.	Grant Submission: re State of Connecticut Department of Public Health Per Capita Funding Allocation (#21220)	Melissa Oliveira, Central Grants Office	Ref'd to Committee on 10/5/2020
171-19	Comm	Grant Submission: re Subrecipient Agreement with Ledge Light Health District regarding the State of Connecticut Department of Public Health Public Health Emergency Preparedness (PHEP) (#21221) and Medical Reserve Corp (MRC) (#21282) Grants.	Melissa Oliveira, Central Grants Office	Ref'd to Committee on 10/5/2020
172-19	Comm.	Grant Submission: re Department of Housing and Urban Development (HUD) – Lead-Based Paint Hazard Reduction (LHR) Grant Program. (#21372)	Isolina DeJesus, Director, Central Grants Office	Ref'd to Committee on 10/5/2020

**MISCELLANEOUS MATTERS COMMITTEE
PENDING ITEMS
As of
October 5, 2020**

Number	Type	Summary	Submitted by:	Date
32-19	Comm.	Appointment of Lawrence E. Osborne, Jr. to the Civil Service Commission.	Joseph P. Ganim, Mayor	Ref'd to Committee on 2/3/2020 Tabled by Committee 2/24/20 Approved by the Committee on 3/2/2020 Reconvene Meeting; Tabled on 3/2/2020 City Council Meeting; Tabled on 4/27/2020

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 5, 2020
PAGE 1 of 2**

Number	Type	Summary	Submitted by:	Date
20-19	Res.	Proposed resolution for an Ordinance and Moratorium regarding Honorary Street Naming.	Councilmember(s): M. Valle, D-137 th & A. Vizzo-Paniccia, D-134 th .	Submitted on: <u>01/06/2020</u> , Ref'd to City Attorney on: <u>01/07/2020</u> Approved by Committee on <u>2/25/2020</u> ; PHO on <u>3/23/2020</u> ; PUBLIC HEARING CANCELLED DUE TO COVID-19 PANDEMIC; ITEM REMOVED FROM COUNCIL AGENDA ON 3/23/2020 (Adj meeting from 3/16/2020) DUE TO PH NOT TAKING PLACE; PHO on <u>3/30/2020</u> CT Post on <u>4/3/2020</u> PHH on <u>4/6/2020</u> Item tabled and Ref'd back to Committee on <u>4/6/2020</u> ; Tabled on <u>4/28/2020</u> Tabled on <u>5/27/2020</u> , Tabled on <u>08/25/2020</u>
60-19	Res.	Proposed Resolution in Support of HB 5139 – An Act Increasing the Maximum Fine for Operating a Snowmobile or All-Terrain Vehicle at an unreasonable Rate of Speed or in a negligent manner.	Councilmember: M. Brown, D-132 & M. Lyons, D-134	Submitted on: <u>03/02/2020</u> , Ref'd to City Attorney on: <u>03/06/2020</u> ; Tabled on <u>3/30/2020</u> Special Meeting; Tabled on <u>4/28/2020</u> , Tabled on <u>5/27/2020</u>
108-19	Res.	Proposed Resolution requesting the City Attorney to Draft Amendments to the Municipal Code of Ordinances to Reduce Auto Theft and Break-Ins.	Councilmember(s): E. Martinez and Co- Sponsor: E. Newton, D-139	Submitted on: <u>06/01/2020</u> ; Ref'd to City Attorney on: <u>06/05/2020</u> , Tabled on <u>08/25/2020</u>
131-19	Res.	Proposed resolution for the City Attorney to draft a Racial Equity Assistance Fund Ordinance.	Councilmember(s): Aidee Nieves, D-137 ^h S. Burns, D-130 th ; D. Taylor-Moye, D-131 st , J. Herron D-133 rd , E. Martinez D-139 th , M. Valle, D-137 th & E. Newton, D-139 th	Submitted on: <u>07/06/2020</u> ; Ref'd to City Attorney on: <u>07/08/2020</u> , Tabled on <u>08/25/2020</u>
135-19	Res.	Proposed Resolution to establish a Special Limited Duration Reduced Fee (<i>equivalent to that offered to City residents</i>) Parks Pass Program for access to Beardsley Park and Seaside Park for non-resident medical professionals during the duration of the COVID-19 Pandemic.	Councilmember(s): M. McBride-Lee, D- 135 and Co- Sponsors: J. Cruz, D-131 & J. Herron, D-133	Submitted on: <u>07/06/2020</u> ; Ref'd to City Attorney on: <u>07/07/2020</u> , Tabled on <u>08/25/2020</u>

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 5, 2020
PAGE 2 of 2**

Number	Type	Summary	Submitted by:	Date
136-19	Res.	Proposed Resolution for City Attorney to draft new Ordinance creating Citizens Advisory Board for the Reform of Policing in Bridgeport with oversight and advisory authority over disciplinary matters, practices, policies, procedures within the Bridgeport Police Department.	Councilmember(s): Aidee Nieves, D-137 ^h S. Burns, D-130 th ; J. Cruz, D. Taylor- Moye, D-131 st ; E. Brantley, D-132 nd ; A. Silva, D-136 th . M. Valle, D-137 th & E. Newton, D-139 th	Submitted on: 07/06/2020; Ref'd to City Attorney on: 07/07/2020, Tabled on 08/25/2020
146-19	Res.	Proposed Resolution for City Attorney to draft language to Amend City Code Chapter 2.36 - OFFICERS' SALARIES - 2.36.010 - Officers' and unaffiliated employee salaries.	Councilmember(s): Aidee Nieves, D-137 ^h S. Burns, D-130 th ; J. Cruz, D. Taylor- Moye, D-131 st ; E. Brantley, D-132 nd ; A. Silva, D-136 th . M. Valle, D-137 th & E. Newton, D-139 th	Submitted on: 08/03/2020; Ref'd to City Attorney on: 08/10/2020, Tabled on 08/25/2020

**PUBLIC SAFETY & TRANSPORTATION
COMMITTEE
PENDING ITEMS
As of
October 5, 2020**

Number	Type	Summary	Submitted by:	Date
138-19	Res.	Resolution regarding Commitments by the City Council to Reform Policing in the City of Bridgeport.	Aidee Nieves Denese Taylor-Moye Brantley, Burns, Valle, Newton	Ref'd to Committee on 7/6/2020 (off the floor) Tabled by committee 9/1/2020; 10/6/20
169-19	Res.	Proposed Resolution regarding Police Chief Search Committee Transparency Bill.	Jeanette Herron, D-133rd	Ref'd to Committee on 10/05/2020

Comm.# 185-19 Referred to Public Safety and Transportation Committee on October 19, 2020.

October 14, 2020

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

Re: Resolution –State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative (#21399)

Attached, please find a Grant Summary and Resolution for **State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

Grant: State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative

If you have any questions or require any additional information, please contact me at 203-576-7134 or isolina.dejesus@Bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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GRANT SUMMARY

PROJECT TITLE: State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative (#21399)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department has been allocated funding through Public Act 19-117 to support youth violence prevention programs. Programs funded will provide a variety of services to ensure that youth have ample opportunities for leading healthy, safe, productive lives and that those who have made bad choices have rehabilitative services available to them.

CONTRACT PERIOD: 7/1/2020-6/30/2021

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 375,000.00
City:	\$ 93,750.00
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 26,362.00
Supplies:	\$ 0
Contractual:	\$ 331,748.00
Other:	\$ 16,890.00

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Contractual:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Court Support Services Division
Youth Violence Prevention Initiative (# 21399)**

WHEREAS, the **State of Connecticut Court Support Services Division** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through **Sec. 48 of Public Act 19-117** which allocates funds to the **Youth Violence Prevention Initiative** to support youth violence prevention programs in Bridgeport, New Haven, Hartford and Waterbury; and

WHEREAS, funds under this grant will be used to support programs that provide services to at-risk youth within the City for the purpose of offering opportunities to lead a healthy, safe, productive lives and that those who have made bad choices have rehabilitative services available to them; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Police Department submits an application to the **State of Connecticut Court Support Services Division** to support youth violence prevention programs.

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 **State of Connecticut Court Support Services Division** for the purpose of the **Youth Violence Prevention Initiative**; and
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 **State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

COMM. #186-19 Ref'd to Miscellaneous Matters Committee
on 10/19/2020

TO: Lydia Martinez – City Clerk
FROM: Mayor Joseph P. Ganim
DATE: September 21, 2020
RE: Boards & Commissions

Please place the following name on the October ¹⁹~~8~~, 2020 City Council Agenda
for referral to the Miscellaneous Matters Committee for the purpose of
appointment to the **Water Pollution Control Authority:**

John M. Klein (P)
15 Bartram Ave
Bridgeport, CT 06605

This term shall expire on December 31, 2021.

JPG/cv

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

COMM. #187-19 Ref'd to Miscellaneous Matters Committee
on 10/19/2020

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim
DATE: October 9, 2020
RE: Boards & Commissions

Please place the following name on the October 19, 2020 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Zoning Board of Appeals as an Alternate:**

Ira Nachem (D)
155 Brewster St, 5L
Bridgeport, CT 06606

This term shall expire on 12/31/2022

JPG/cv

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

COMM. #190-19 Ref'd to Miscellaneous Matters Committee
on 10/19/2020

TO: Lydia Martinez - City Clerk
FROM: Mayor Joseph P. Ganim
DATE: October 9, 2020
RE: Boards & Commissions

Please place the following name on the October 19 2020 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Energy Improvement District**:

Kai Starn (D)
16 Little St
Bridgeport, CT 06604

This term shall expire on September 30, 2024.

JPG/cv

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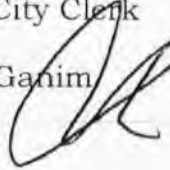


OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

COMM. #191-19 Ref'd to Miscellaneous Matters Committee
on 10/19/2020

TO: Lydia Martinez - City Clerk
FROM: Mayor Joseph P. Ganim 
DATE: October 13, 2020
RE: Boards & Commissions

Please place the following name on the October 19 2020 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Harbor Commission**:

David Chard (D)
2625 Park Ave, 8E
Bridgeport, CT 06604

This term shall expire on September 30, 2024.

JPG/cv

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OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	188-19		
Submitted by Councilmember(s):	Marcus A. Brown		
Co-Sponsors(s):	M. Evette Brantley	Scott Burns	Choose an item. Choose an item.
District:	132ND		
Subject:	Amendment to Bridgeport Municipal Code of Ordinances Chapter 2.98 Historic District Commission		
Referred to:	Ordinance Committee		
City Council Date:	October 19, 2020		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Be It **ORDAINED** by the City Council of the City of Bridgeport, that the following amended language included in Exhibit A be made a part of the Municipal Code of Ordinances Chapter 2.98 -- Historic District Commission effective upon publication.

Exhibit A

Chapter 2.98 - HISTORIC DISTRICT COMMISSION

2.98.010 - Establishment.

The Historic District Commission~~[s numbers 1 and 2 are]~~ is hereby established to promote the educational, cultural, economic and general welfare of the public through the preservation and protection of the distinctive characteristics of individual buildings and places associated with the history of or indicative of a period or style of architecture of the municipality, of the state or of the nation. ~~[consisting of five members and three alternate members to be appointed in such manner for terms hereafter so provided for each historic district commission.]~~

(Ord. dated 5/6/91 (part): prior code § 24-108)

2.98.020 - Members and appointments.

A. The Historic District Commission [Number 1] shall consist of five members and three alternate members. Members and alternate members shall be electors of the city holding no salaried elector's municipal office and shall be owners and residents of the district within this historic district commission's jurisdiction. All appointments shall be made by the mayor subject to the approval of

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OFFICE OF THE CITY CLERK RESOLUTION FORM

~~the City Council [common council. The initial appointments to the membership on the commission shall be so arranged that at the termination of the appointment of each member or alternate member of the existing Black Rock historic district commission a new member shall be appointed by the mayor for a term of five years in which manner that each of the historic districts which come within this commission shall be represented as a member of the historic district commission.] At the first meeting of the commission, and annually thereafter, the commission shall elect from its own members a chairman, a vice-chairman and a clerk. In case of inability to act because of absence, sickness or self-interest on the part of any members, the chairman of the commission shall designate an alternate to act. Choosing the alternate shall be in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation such fact shall be recorded in the minutes of the meeting. Vacancies shall be filled for the unexpired term in the same manner as the original appointment and in a manner so as to provide representation to all districts within this historical district commission. The common council may remove any member or alternate member for cause. Members and alternate members shall serve without compensation.~~

~~[B. Stratfield Historic District Commission. Members and alternate members shall be electors of the city holding no salaried elector's municipal office in which all eight such members shall be owners or residents of the historic district and four of which shall be resident homeowners of the historic district commission. The members shall be appointed by the mayor subject to the approval of common council. The initial appointments to memberships on the commission shall be so arranged that the term of at least one member shall expire each year, and their respective successors shall be appointed for terms of five years. The initial appointments to alternate membership shall be so arranged that the terms of at least one alternate member shall expire each year and their respective successors shall be appointed for terms of five years. At the first meeting of the commission, and annually thereafter, the commission shall elect from its own members a chairman, a vice-chairman and a clerk. In the case of inability to act because of absence, sickness or self-interest on the part of any member the chairman shall designate an alternate to so act, choosing alternates in rotation so that they shall act as nearly equal a number of times as possible. The common council may remove any member or alternate member for cause. Any vacancy created by any reason other than by expiration of the term shall be filled for the unfilled portion of the term in the same manner as the original appointment. Members and alternate members shall serve without compensation.]~~

(Ord. dated 5/6/91 (part): prior code § 24-109)

2.98.030 - Powers and duties.

~~The historic districts established in 12.32 of the Municipal Code of Ordinances shall be under the jurisdiction of the Historic District Commission, and the Historic District Commission shall have said powers and duties as are provided for in the Section 7-147 of the Connecticut General Statutes.~~

(Ord. dated 5/6/91 (part): prior code § 24-110)



OFFICE OF THE CITY CLERK RESOLUTION FORM

2.98.040 - Regulations and rules of procedures.

This historic district commission shall adopt regulations and rules of procedure and shall be subject to all of the requirements imposed by the state statutes and the Charter of the city regarding administration and operation of the commissions.

(Ord. dated 5/6/91 (part): prior code § 24-111)

2.98.050 - Enforcing agency.

The enforcing agency for the Historic District Commission shall be the Zoning Department department of land use construction review of the city.

(Ord. dated 2/6/06: Ord. dated 5/6/91 (part): prior code § 24-113)

~~2.98.060 - Effective date of amendments.~~

~~[The amendments relative to this chapter and relating to the Stratfield historic district and the Stratfield historic commission shall be effective only upon favorable vote of the property owners within the proposed Stratfield historic district. The remaining amendments to this chapter shall be effective only upon a favorable vote of the property owners within the proposed Barnum-Palliser historic district, Marina Park historic district and the Pembroke City historic district.]~~

(Ord. dated 5/6/91 (part): prior code § 24-114)

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):	



OFFICE OF THE CITY CLERK RESOLUTION FORM

Public Hearing Held on: _____

SECTION V AMENDMENTS/EXHIBITS

Choose an item. Yes No Date: _____

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item. Yes No Date: _____

Choose an item. Yes No Date: _____

Choose an item. Yes No Date: _____

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item. Yes 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

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	189-19		
Submitted by Councilmember(s):	Marcus A. Brown		
Co-Sponsors(s):	M. Evette Brantley	Scott Burns	Choose an item.
District:	132ND		
Subject:	Amendment to Bridgeport Municipal Code of Ordinances Chapter 12.32 Historic Districts		
Referred to:	Ordinance Committee		
City Council Date:	October 19, 2020		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Be It **ORDAINED** by the City Council of the City of Bridgeport, that the following amended language included in Exhibit A be made a part of the Municipal Code of Ordinances Chapter 12.32 -- Historic Districts effective upon publication.

Exhibit A

Chapter 12.32 - HISTORIC DISTRICTS

Article I. - Establishment of Districts

12.32.010 - Historic district number 1 established.

Historic districts are hereby established in the city which shall be [referred to as the historic district number 1; which] under the jurisdiction of the Historic Commission as established in 2.98 of the Bridgeport Municipal Code of Ordinances [will comprise the historic districts for Black Rock Harbor historic district, Barnum-Palliser historic district, Pembroke City historic district and Marina Park historic district, the boundaries of which are particularly described as set out in this article.]

(Ord. dated 5/6/91 (part): prior code § 24-102 (part))

12.32.020 - Black Rock Harbor historic district established.

A historic district is established in the city which shall be referred to as the Black Rock Harbor historic district, the boundaries of which are shown on a map on file in the office of the town clerk, such boundaries being more particularly described as follows:

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Beginning at point of intersection of the United States Harbor Line in Burr Creek and the northeast boundary of Ellsworth Field; thence southwesterly along the boundary of Ellsworth Field for a distance of 780 feet, more or less, to the north street line of Brewster Street; thence southeasterly to a point opposite the southwest property line located 101 feet, more or less, southwest of the intersection of Brewster Street and Seabright Avenue; thence southerly for a distance of 138 feet, more or less, to a point of intersection with the northerly property line of land now or formerly of Lula K. Wry; thence southeasterly for a distance of 52 feet, more or less, to a point of intersection with the southwest property line of land now or formerly of the Brewster Street Corp.; thence southerly for a distance of 162 feet, more or less, to a point of intersection with the south property line of land now or formerly of the Brewster Street Corp.; thence southeasterly for a distance of 80 feet, more or less, to a point of intersection with the United States Harbor Line in Black Rock Harbor; thence southwesterly for a distance of 729 feet, more or less, to a point of intersection with the southwest street line of Beacon Street; thence southwesterly along the highwater line of Black Rock Harbor to a point of intersection with the northeast property line of land now or formerly of Carl G. Ljunglaf; thence northeasterly for a distance of 520 feet, more or less, to a point of intersection with the southeast street line of Grovers Avenue; thence northeasterly for a distance of 285 feet, more or less, to a point of intersection with the northeast property line of land now or formerly of Karl and Margaret Wunsch; thence northeasterly for a distance of 155 feet, more or less, to a point of intersection with the southeast property line of land now or formerly of Karl and Margaret Wunsch; thence southwesterly for a distance of 16 feet, more or less, to a point of intersection with the southwest property line of land now or formerly of Wilhelmina C. Nadeau; thence southeasterly for a distance of 235 feet; more or less, to a point of intersection with the southeast property line of land now or formerly of Edward and Margaret Hiller; thence southwesterly for a distance of 57 feet, more or less, to a point of intersection with the northeast property line of land now or formerly of Emily J. Sanford; thence southeasterly for a distance of 130 feet, more or less, to a point of intersection with the northwest street line of Seabright Avenue; thence northeasterly for a distance of 450 feet, more or less, to a point of intersection with the northeast street line of Seaview Terrace; thence northwesterly for a distance of 360 feet, more or less, to a point of intersection with the northwest property line of land now or formerly of Elmer R. Crow; thence northeasterly for a distance of 174 feet, more or less, to a point of intersection with the southeast property line of land now or formerly of Edward and Arthur Renn; thence northwesterly for a distance of 228 feet, more or less, to a point of intersection with the southeast street line of Grovers Avenue; thence northeasterly for a distance of 149 feet, more or less, to a point of intersection with the northeast street line of Brewster Street; thence northwesterly to a point of intersection with the northwest property line of land now or formerly of Mary S. Toth; thence northeasterly for a distance of 100 feet, more or less, to a point of intersection with the southwest property line of land now or formerly of Mary S. Toth; thence northwesterly for a distance of 55 feet, more or less, to a point of intersection with the northwest property line of land now or formerly of Mary S. Toth; thence northeasterly for a distance of 212 feet, more or less to a point of intersection with the northeast property line of land now or formerly of Mary S. Toth; thence southwesterly for a distance of 15 feet, more or less, to a point of intersection with the north property line of land now of Milton K. Weiss; thence easterly for a distance of 145 feet, more or less, to a point of intersection with the west property line of land now or formerly of Milton K. Weiss; thence northerly for a distance of 222 feet, more or less, to a point of intersection with the south street line of Bartram Avenue; thence easterly for a distance of 716 feet,



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more or less, to a point of intersection with the east street line of Harbor Avenue; thence northerly for a distance of 30 feet, more or less, to a point of intersection with the north property line of land now or formerly of point of F. Hurlburt; thence easterly for a distance of 391 feet, more or less, to a point of intersection with the United States Harbor Line in Burr Creek.

(Ord. dated 5/6/91 (part): prior code § 24-102 (part))

12.32.030 - Barnum-Palliser historic district established.

A historic district is established in the city which shall be referred to as the Barnum-Palliser historic district, the boundaries of which are shown on a map on file in the office of the town clerk, such boundaries being more particularly described as follows:

Beginning at a point of intersection of the east street line of Park Avenue and the north street line of Austin Street; thence easterly for a distance of 91.30 feet, more or less, to a point of intersection with the west property line of land now or formerly of Mildred Brown; thence northerly for a distance of 111 feet, more or less, to a point of intersection with the south property line of land now or formerly of Clive DelPino; thence easterly for a distance of 15.9 feet, more or less, to a point of intersection with the east property line of land now or formerly of Clive DelPino; thence northerly for a distance of 3.35 feet, more or less, to a point of intersection with the north property line of land now or formerly of Mildred Brown; thence easterly for a distance of 129.44 feet, more or less, to a point of intersection with the west property line of land now or formerly of Pauline Boileau; thence northerly for a distance of 33.75 feet, more or less, to a point of intersection with the south property line of land now or formerly of George C. Batchellor & Company; thence easterly for a distance of 257 feet, more or less, to a point of intersection with the west street line of Myrtle Avenue; thence southerly for a distance of 689.32 feet, more or less, to a point of intersection with the north street line of Atlantic Street; thence westerly for a distance of 278.65 feet, more or less, to a point of intersection with the east property line of land now or formerly of Alice M. Doyle; thence northerly for a distance of 66.22 feet, more or less, to a point of intersection with the south property line of land now or formerly of Ernest Ursini; thence easterly for a distance of 25.43 feet, more or less, to a point of intersection with the east property line of land now or formerly of Ernest Ursini; thence northerly for a distance of 100 feet, more or less, to a point of intersection with the south property line of land now or formerly of Charles V. Framularo; thence westerly for a distance of 41.75 feet, more or less, to a point of intersection with the west property line of land now or formerly of Charles V. Framularo; thence northerly for a distance of 143.45 feet, more or less, to a point of intersection with the north street line of Gregory Street; thence westerly for a distance of 22.31 feet, more or less, to a point of intersection with the west property line of land now or formerly of Frances M. Heller; thence northerly for a distance of 99.37 feet, more or less, to a point of intersection with the south property line of land now or formerly of Daisy Clocchiatti; thence westerly for a distance of 118.80 feet, more or less, to a point of intersection with the east street line of Park Avenue, thence northerly for a distance of 151.43 feet, more or less, to a point of intersection with the north street line of Austin Street.

(Ord. dated 5/6/91 (part): prior code § 24-103)



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12.32.040 - Marina Park historic district established.

A historic district is established in the city which shall be referred to as the Marina Park historic district, the boundaries of which are shown on a map on file with the office of the town clerk, such boundaries being more particularly described as follows:

Beginning at a point of intersection of the south street line of Atlantic Street and the west street line of Park Avenue; thence easterly for a distance of 231.49 feet, more or less, to a point of intersection with the east property line of land now or formerly of Thomas Gachi; thence southerly for a distance of 72.30 feet, more or less, to a point of intersection with the south property line of land now or formerly of Josephina Ferencz; thence easterly for a distance of 37.90 feet, more or less, to a point of intersection with the east property line of land now or formerly of Julia Stromsky; thence westerly for a distance of 171 feet, more or less, to a point of intersection with the east street line of Park Avenue; thence southerly for a distance of 896.51 feet, more or less, to a point of intersection with the south street line of Linden Avenue; thence easterly for a distance of 120 feet, more or less, to a point of intersection with the east property line of land now or formerly of Mary Sproviero; thence southerly for a distance of 189 feet, more or less, to a point of intersection with the south property line of land now or formerly of Genevieve Ordner; thence westerly for a distance of 190.5 feet, more or less, to a point of intersection with the west street line of Park Avenue; thence northerly for a distance of 51.68 feet, more or less, to a point of intersection with the south property line of land now or formerly of Americo Perrini; thence westerly for a distance of 155.10 feet, more or less, to a point of intersection with the east property line of land now or formerly of the Bridgeport Roman Catholic Diocesan Corporation; thence northerly for a distance of 55 feet, more or less, to a point of intersection with the south property line of land now or formerly of the University of Bridgeport; thence westerly for a distance of 140 feet, more or less, to a point of intersection with the east street line of Marina Park; thence northerly for a distance of 132 feet, more or less, to a point of intersection with the south street line of Linden Avenue; thence easterly for a distance of 247.25 feet, more or less, to a point of intersection with a line extending south from the west property line of land now or formerly of the Boardman-Beardsley Home; thence northerly for a distance of 155 feet, more or less, to a point of intersection with the south property line of land now or formerly of Maybelle Bates; thence westerly for a distance of 18 feet, more or less, to a point of intersection with the west property line of land now or formerly of Maybelle Bates; thence northerly for a distance of 84.49 feet, more or less, to a point of intersection with the north property line of land now or formerly of Maybelle Bates; thence easterly for a distance of 10 feet, more or less, to a point of intersection with the west property line of land now or formerly of Maybelle Bates; thence northerly for a distance of 243.3 feet, more or less, to a point of intersection with the north street line of University Avenue; thence westerly for a distance of 70.2 feet, more or less, to a point of intersection with the west property line of land now or formerly of the University of Bridgeport; thence northerly for a distance of 129.2 feet, more or less, to a point of intersection with the south property line of land now or formerly of the University of Bridgeport; thence easterly for a distance of 50.67 feet, more or less, to a point of intersection with the west property line of land now or formerly of the University of Bridgeport; thence northerly for a distance of 168 feet, more or less, to a point of intersection with the south property line of land now or formerly of the University of Bridgeport; thence westerly for a distance of 22.15 feet, more or less, to a point of intersection with



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the east property line of land now or formerly of the University of Bridgeport; thence southerly for a distance of 22 feet, more or less, to a point of intersection with the south property line of land now or formerly of the University of Bridgeport; thence westerly for a distance of 25 feet, more or less, to a point of intersection with the west property line of land now or formerly of the University of Bridgeport; thence southerly for a distance of 15 feet, more or less, to a point of intersection with the south property line of land now or formerly of the University of Bridgeport; thence westerly for a distance of 157 feet, more or less, to a point of intersection with the west property line of land now or formerly of the University of Bridgeport; thence northerly for a distance of 187 feet, more or less, to a point of intersection with the south street line of Atlantic Street, thence easterly for a distance of 436 feet, more or less, to a point of intersection with the place of origin.

(Ord. dated 5/6/91 (part): prior code § 24-104)

12.32.050 - Pembroke City historic district established.

A historic district is established in the city which shall be referred to as the Pembroke City historic district, the boundaries of which are shown on a map on file with the office of the town clerk, such boundaries being more particularly described as follows:

Beginning at a point of intersection with the north street line of Arctic Street and the west street line of William Street; thence northerly for a distance of 55.66 feet, more or less, to a point of intersection with the north property line of land now or formerly of Henry L. Stern; thence easterly for a distance of 211.07 feet, more or less, to a point of intersection with the west property line of land now or formerly of Jose & Blanca Guzman; thence northerly for a distance of 81.50 feet, more or less, to a point of intersection with the north property line of land now or formerly of Jose & Blanca Guzman; thence easterly for a distance of 43 feet, more or less, to a point of intersection with the west property line of land now or formerly of Jose Robles; thence northerly for a distance of 47 feet, more or less, to a point of intersection with the north property line of land now or formerly of Jose Robles; thence easterly for a distance of 59.94 feet, more or less, to a point of intersection with the west property line of land now or formerly of Peter & Irma Filippone; thence southerly for a distance of 133.87 feet, more or less, to a point of intersection with the south property line of land now or formerly of Clarence & Mary Lucas; thence easterly for a distance of 170.03 feet, more or less, to a point of intersection with the east street line of Noble Avenue; thence northerly for a distance of 6.01 feet, more or less, to a point of intersection with the south property line of land now or formerly of Russell Palaia, Jr.; thence easterly for a distance of 377.19 feet, more or less, to a point of intersection with the west property line of land now or formerly of Dimitri & Elsa Bagdanow; thence northerly for a distance of 33.63 feet, more or less, to a point of intersection with the south property line of land now or formerly of Inez Cesaro; thence easterly for a distance of 174.17 feet, more or less, to a point of intersection with the east street line of Kossuth Street; thence northerly for a distance of 19.62 feet, more or less, to a point of intersection with the north property line of land now or formerly of Francisco & Rose Lepore; thence easterly for a distance of 102.41 feet, more or less, to a point of intersection with the west property line of land now or formerly of Francesca Pagliaro; thence northerly for a distance of 9.26 feet, more or less, to a point of intersection with the north property line of land now or formerly of Francesca Pagliaro; thence



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easterly for a distance of 50.10 feet, more or less, to a point of intersection with the west property line of land now or formerly of M.A. Alfano; thence southerly for a distance of 60.44 feet, more or less, to a point of intersection with the north property line of land now or formerly of Stephen & Anna Kasper; thence easterly for a distance of 50.71 feet, more or less, to a point of intersection with the west street line of Beach Street; thence southerly for a distance of 96.23 feet, more or less, to a point of intersection with the south street line of Arctic Street; thence easterly for a distance of 152.09 feet, more or less, to a point of intersection with the west property line of land now or formerly of Frank & Emma Pulito; thence southerly for a distance of 80.5 feet, more or less, to a point of intersection with the south property line of land now or formerly of Frank & Emma Pulito; thence westerly for a distance of 42.36 feet, more or less, to a point of intersection with the east property line of land now or formerly of John Apelgard; thence southerly for a distance of 21.07 feet, more or less, to a point of intersection with the north property line of land now or formerly of F. Castorina; thence easterly for a distance of 2.96 feet, more or less, to a point of intersection with the east property line of land now or formerly of F. Castorina; thence southerly for a distance of 252.78 feet, more or less, to a point of intersection with the south street line of Maple Street; thence easterly for a distance of 26.91 feet, more or less, to a point of intersection with the east property line of land now or formerly of the Connecticut National Bank; thence southerly for a distance of 267.48 feet, more or less, to a point of intersection with the north property line of land now or formerly of Anthony, Frank & John Riccio; thence westerly for a distance of 30 feet, more or less, to a point of intersection with the east property line of land now or formerly of Anthony Frank & John Riccio; thence southerly for a distance of 249.2 feet, more or less, to a point of intersection with the north property line of land now or formerly of Frank & Alice Petak; thence easterly for a distance of 28.7 feet, more or less, to a point of intersection with the east property line of land now or formerly of Frank & Alice Petak; thence southerly for a distance of 239.47 feet, more or less, to a point of intersection with the north property line of land now or formerly of the White Eagle Society of Brotherly Help, Inc.; thence westerly for a distance of 73.43 feet, more or less, to a point of intersection with the east property line of land now or formerly of Costo & Bridget Buonnano; thence southerly for a distance of 582.5 feet, more or less, to a point of intersection with the north property line of land now or formerly of Bento & Carol Goncalves; thence easterly for a distance of 29 feet, more or less, to a point of intersection with the east property line of land now or formerly of Bento & Carol Goncalves; thence southerly for a distance of 75.14 feet, more or less, to a point of intersection with the north street line of Clarence Street; thence easterly for a distance of 7.66 feet, more or less, to a point of intersection with a line running parallel with the west street line of East Main Street 65 feet distant therefrom; thence southerly for a distance of 119 feet, more or less, to a point of intersection with the north property line of land now or formerly of Nicholas Mainiero; thence westerly for a distance of 35 feet, more or less, to a point of intersection with the east property line of land now or formerly of Dolores Melendez; thence southerly for a distance of 31.3 feet, more or less, to a point of intersection with the south property line of land now or formerly of Dolores Melendez; thence westerly for a distance of 248.75 feet, more or less, to a point of intersection with the east property line of land now or formerly of Gertrude Johansen; thence northerly for a distance of 36.8 feet, more or less, to a point of intersection with the north property line of land now or formerly of Gertrude Johansen; thence westerly for a distance of 118.55 feet, more or less, to a point of intersection with the east street line of Kossuth Street; thence southerly for a distance of 38.14 feet, more or less, to a point of intersection with a line running parallel with the south street



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line of Clarence Street and 94.24 feet distant therefrom; thence westerly for a distance of 75.75 feet, more or less, to a point of intersection with the west property line of land now or formerly of Michele Tommaso; thence southerly for a distance of 3.4 feet, more or less, to a point of intersection with the south property line of land now or formerly of Michele Tommaso; thence westerly for a distance of 443.32 feet, more or less, to a point of intersection with the west street line of Noble Avenue; thence northerly for a distance of 61.47 feet, more or less, to a point of intersection with the south street line of Crescent Avenue; thence southwesterly for a distance of 141.47 feet, more or less, to a point of intersection with a line being a continuation of the north street line of that portion of Crescent Avenue lying immediately to the east of William Street; thence westerly for a distance of 320 feet, more or less, to a point of intersection with the west street line of William Street; thence northerly for a distance of 20 feet, more or less, to a point of intersection with the north property line of land now or formerly of William A. Wintter; thence westerly for a distance of 101 feet, more or less, to a point of intersection with the west property line of land now or formerly of William A. Wintter; thence northerly for a distance of 99.8 feet, more or less, to a point of intersection with the north property line of land now or formerly of McCathron Boiler Works, Inc.; thence westerly for a distance of 12.6 feet, more or less, to a point of intersection with the east property line of land now or formerly of McCathron Boiler Works, Inc.; thence northerly for a distance of 319.36 feet, more or less, to a point of intersection with the south property line of land now or formerly of Angelo & Gene Memoli; thence westerly for a distance of 10 feet, more or less, to a point of intersection with the west property line of land now or formerly of Angelo & Gene Memoli; thence northerly for a distance of 121.6 feet, more or less, to a point of intersection with the south street line of East Washington Avenue; thence westerly for a distance of 47.85 feet, more or less, to a point of intersection with a line running parallel with the west street line of William Street and 178.79 feet distant therefrom; thence northerly for a distance of 114.5 feet, more or less, to a point of intersection with the south property line of land now or formerly of McMellon Bros., Inc.; thence easterly for a distance of 18 feet, more or less, to a point of intersection with the east property line of land now or formerly of McMellon Bros., Inc.; thence northerly for a distance of 252.3 feet, more or less, to a point of intersection with the south property line of land now or formerly of Michael & Frances Socha; thence westerly for a distance of 161.87 feet, more or less, to a point of intersection with the east street line of Knowlton Street; thence northerly for a distance of 133.28 feet, more or less, to a point of intersection with the north street line of Barnum Avenue; thence easterly for a distance of 138.48 feet, more or less, to a point of intersection with the east property line of land now or formerly of the Coca-Cola Bottling Company of New York, Inc.; thence northerly for a distance of 99 feet, more or less, to a point of intersection with the north property line of land now or formerly of the Coca-Cola Bottling Company of New York, Inc.; thence easterly for a distance of 104.44 feet, more or less, to a point of intersection with the west property line of land now or formerly of Angelo & Gene Memoli; thence northerly for a distance of 64.45 feet, more or less, to a point of intersection with the south street line of Armstrong Place; thence westerly for a distance of 36.25 feet, more or less, to a point of intersection with a line running parallel with the west street line of William Street 167.9 feet distant therefrom; thence northerly for a distance of 77.05 feet, more or less, to a point of intersection with the north property line of land now or formerly of Anna Esposito; thence westerly for a distance of 261.37 feet, more or less, to a point of intersection with the east street line of Knowlton Street; thence northerly for a distance of 134.65 feet, more or less, to a point of intersection with the north street line of Maple Street; thence



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easterly for a distance of 190.91 feet, more or less, to a point of intersection with the west property line of land now or formerly of Antoinette Angiolette; thence northerly for a distance of 110 feet, more or less, to a point of intersection with the south property line of land now or formerly of Ralph Ciocca; thence easterly for a distance of 59 feet, more or less, to a point of intersection with the east property line of land now or formerly of Ralph Ciocca; thence northerly for a distance of 64.34 feet, more or less, to a point of intersection with the south property line of land now or formerly of Ralph Ciocca; thence westerly for a distance of 78 feet, more or less, to a point of intersection with the west property line of land now or formerly of Robert Murphy; thence northerly for a distance of 177.44 feet, more or less, to a point of intersection with the north street line of Arctic Street; thence easterly for a distance of 300.2 feet, more or less, to a point of intersection with the place of commencement.

(Ord. dated 5/6/91 (part): prior code § 24-105)

12.32.060 - Stratfield historic district established.

A historic district is hereby established in the city which shall be referred to as the Stratfield historic district, the boundaries of which are shown on the map on file with the office of the city clerk, such boundaries being more particularly described as follows:

Beginning at a point of intersection with the west street line of Clinton Avenue and the south property line of land now or formerly of Vincent Autuori; thence westerly for a distance of 218.78 feet, more or less, to a point of intersection with the west property line of land now or formerly of Vincent Autuori; thence northerly for a distance of 35 feet, more or less, to a point of intersection with the north property line of land now or formerly of Paul & Jessie Kabara; thence westerly for a distance of 100 feet, more or less, to a point of intersection with the east street line of Colorado Avenue; thence northerly for a distance of 45 feet, more or less, to a point of intersection with the south property line of land now or formerly of Bertha Banney; thence easterly for a distance of 110 feet, more or less, to a point of intersection with the west property line of land now or formerly of Rudolph Braun; thence northerly for a distance of 383 feet, more or less, to a point of intersection with the south property line of land now or formerly of Andrew & Loretta Benke; thence westerly for a distance of 112.30 feet, more or less, to a point of intersection with the east street line of Colorado Avenue; thence northerly for a distance of 145 feet, more or less, to a point of intersection with the north property line of land now or formerly of Natalie C. Day; thence easterly for a distance of 109 feet, more or less, to a point of intersection with the east property line of land now or formerly of Natalie C. Day; thence northerly for a distance of 50 feet, more or less, to a point of intersection with the south property line of land now or formerly of Magico & Matian Ferreira; thence easterly for a distance of 40 feet, more or less, to a point of intersection with the west property line of land now or formerly of Henry Weiss; thence northerly for a distance of 68 feet, more or less, to a point of intersection with the north property line of land now or formerly of Henry Weiss; thence easterly for a distance of 39.72 feet, more or less, to a point of intersection with the east property line of land now or formerly of Rose Shiller; thence northerly for a distance of 120.7 feet, more or less, to a point of intersection with the south street line of Maplewood Avenue; thence westerly for a distance of 35 feet, more or less, to a point of intersection with a point opposite the east property line of land



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now or formerly of Warren Werner; thence northerly for a distance of 160 feet, more or less, to a point of intersection with the south property line of land now or formerly of the First Magyar Reformed Church, Inc.; thence westerly for a distance of 160 feet, more or less, to a point of intersection with the east street line of Colorado Avenue; thence northerly for a distance of 166.07 feet, more or less, to a point of intersection with the north property line of land now or formerly of the First Magyar Reformed Church, Inc.; thence easterly for a distance of 119.85 feet, more or less, to a point of intersection with the east property line of land now or formerly of John & Catherine Vlahec; thence northerly for a distance of 50.60 feet, more or less, to a point of intersection with the north property line of land now or formerly of the First Magyar Reformed Church, Inc.; thence easterly for a distance of 47.80 feet more or less, to a point of intersection with the west property line of land now or formerly of St. George's Parish; thence northerly for a distance of 123.50 feet, more or less, to a point of intersection with the north street line of Beechwood Avenue; thence westerly for a distance of 237.05 feet, more or less, to a point of intersection with the east street line of Colorado Avenue; thence northerly for a distance of 110.12 feet, more or less, to a point of intersection with the north property line of land now or formerly of David and Brian Kells-Murphy; thence easterly for a distance of 165.23 feet, more or less, to a point of intersection with the east property line of land now or formerly of George A. Zariff; thence northerly for a distance of 27.4 feet, more or less, to a point of intersection with the south property line of land now or formerly of the Foundation of Our Lady of the Holy Cross, Inc.; thence westerly for a distance of 13 feet, more or less, to a point of intersection with the west property line of land now or formerly of the Foundation of Our Lady of the Holy Cross, Inc.; thence northerly for a distance of 113 feet, more or less, to a point of intersection with the south property line of land now or formerly of Dorothy S. Perry; thence easterly for a distance of 25 feet, more or less, to a point of intersection with the west property line of land now or formerly of Joan & Margaret Maner; thence northerly for a distance of 205 feet, more or less, to a point of intersection with the south property line of land now or formerly of the University of Bridgeport; thence westerly for a distance of 43.40 feet, more or less, to a point of intersection with the east property line of land now or formerly of John & Rhea Lyons; thence northerly for a distance of 34 feet, more or less, to a point of intersection with the south property line of land now or formerly of Erich & Florence Tipke; thence westerly for a distance of 48 feet, more or less, to a point of intersection with the west property line of land now or formerly of Erich & Florence Tipke; thence northerly for a distance of 72.7 feet, more or less, to a point of intersection with the south property line of land now or formerly of Stephen & Rose Marie Bourne; thence westerly for a distance of 283.97 feet, more or less, to a point of intersection with the east property line of land now or formerly of John W. Ganim; thence southerly for a distance of 54.50 feet, more or less, to a point of intersection with the south property line of land now or formerly of John W. Ganim; thence westerly for a distance of 66 feet, more or less, to a point of intersection with the east street line of Carleton Avenue; thence northerly for a distance of 302.56 feet, more or less, to a point of intersection with the north street line of North Avenue; thence westerly for a distance of 110.34 feet, more or less, to a point of intersection with the west property line of land now or formerly of the Estate of Kazimiera Olechowski; thence northerly for a distance of 200.11 feet, more or less, to a point of intersection with the south street line of Pierce Place; thence easterly for a distance of 178.75 feet, more or less, to a point of intersection with the east property line of land now or formerly of the Estate of Ann V. Finizie; thence southerly for a distance of 200.42 feet, more or less, to a point of intersection with the north street line of North Avenue; thence easterly for a distance of



OFFICE OF THE CITY CLERK RESOLUTION FORM

346 feet, more or less, to a point of intersection with the west property line of land now or formerly of the city of Bridgeport; thence northerly for a distance of 228.90 feet more or less, to a point of intersection with the northeast property line of land now or formerly of the Northbrook Apartments, Inc.; thence northwesterly for a distance of 426.32 feet, more or less, to a point of intersection with the east property line of land now or formerly of John & Ann Morena; thence northerly for a distance of 157.07 feet, more or less, to a point of intersection with the east street line of Briarwood Avenue; thence northeasterly for a distance of 506 feet, more or less, to a point of intersection with the south property line of land now or formerly of Gerald & Jean Quincy; thence southeasterly for a distance of 168.79 feet, more or less, to a point of intersection with the west property line of land now or formerly of Thomas & Sarah Davis; thence northerly for a distance of 267 feet, more or less, to a point of intersection with the east street line of Briarwood Avenue; thence northeasterly for a distance of 400 feet, more or less, to a point of intersection with the center channel of the Rooster River; thence easterly along the center channel of the Rooster River to a point of intersection with the west street line of Laurel Avenue; thence easterly for a distance of 190 feet, more or less, to a point of intersection with the east property line of land now or formerly of M. Brenner; thence southerly for a distance of 150 feet, more or less, to a point of intersection with the south street line of Wade Street; thence easterly for a distance of 75 feet, more or less, to a point of intersection with the west street line of Pacific Street; thence southerly for a distance of 148.08 feet, more or less, to a point of intersection with the south property line of land now or formerly of Marie Persico; thence westerly for a distance of 104 feet, more or less, to a point of intersection with the east property line of land now or formerly of Billie Whitlock; thence southerly for a distance of 1082 feet, more or less, to a point of intersection with the north property line of land now or formerly of Alice & Edward Haux; thence easterly for a distance of 311.5 feet, more or less, to a point of intersection with the east property line of land now or formerly of Carl Draper; thence southerly for a distance of 40 feet, more or less, to a point of intersection with the north property line of land now or formerly of Harriet Williams; thence easterly for a distance of 175 feet, more or less, to a point of intersection with the east street line of Wood Avenue; thence northerly for a distance of 5 feet, more or less, to a point of intersection with the north property line of land now or formerly of Rocco Ambrosini; thence easterly for a distance of 50 feet, more or less, to a point of intersection with the east property line of land now or formerly of Rocco Ambrosini; thence southerly for a distance of 210 feet, more or less, to a point of intersection with the south street line of North Avenue; thence easterly for a distance of 127.5 feet, more or less, to a point of intersection with the east property line of land now or formerly of Max & Claire Singer; thence southerly for a distance of 123.9 feet, more or less, to a point of intersection with the south property line of land now or formerly of Max & Claire Singer; thence westerly for a distance of 217 feet, more or less, to a point of intersection with the west street line of Wood Avenue; thence northerly for a distance of 23.12 feet, more or less, to a point of intersection with the south property line of land now or formerly of Alice Kleinman; thence westerly for a distance of 80 feet, more or less, to a point of intersection with the west property line of land now or formerly of Marion Donahue; thence southerly for a distance of 40 feet, more or less, to a point of intersection with the north property line of land now or formerly of Walter & Agnes Shanley; thence westerly for a distance of 75 feet, more or less, to a point of intersection with the west property line of land now or formerly of Alice Kleinman; thence northerly for a distance of 38 feet, more or less, to a point of intersection with the north property line of land now or formerly of Sigmund & Martha Fazekas; thence westerly for a distance of 295.75 feet, more or less, to a point of intersection with



OFFICE OF THE CITY CLERK RESOLUTION FORM

the east property line of land now or formerly of William & Vivian Pratt; thence southerly for a distance of 324 feet, more or less, to a point of intersection with the north street line of Beechwood Avenue; thence westerly for a distance of 285.09 feet, more or less, to a point of intersection with the west property line of land now or formerly of Frank & Anna Kiss; thence southerly for a distance of 475 feet, more or less, to a point of intersection with the north property line of land now or formerly of James & Eleanor Fiorelli; thence easterly for a distance of 121.65 feet, more or less, to a point of intersection with the east street line of Laurel Avenue; thence southerly for a distance of 60 feet, more or less, to a point of intersection with the north street line of Maplewood Avenue; thence westerly for a distance of 101.46 feet more or less to a point of intersection with a point opposite the west property line of land now or formerly of Frank & Rose Porto; thence southerly for a distance of 358 feet, more or less, to a point of intersection with the north property line of land now or formerly of Mary Falkowski; thence easterly for a distance of 100 feet, more or less, to a point of intersection with the west street line of Laurel Avenue; thence southerly for a distance of 753.84 feet, more or less, to a point of intersection with the west street line of Grove Street; thence southwesterly for a distance of 92.5 feet, more or less, to a point of intersection with the southwest property line of land now or formerly of Barbara Goodson; thence northwesterly for a distance of 114.5 feet, more or less, to a point of intersection with the southeast property line of land now or formerly of Michael Valentine, Jr.; thence southwesterly for a distance of 134 feet, more or less, to a point of intersection with the south property line of land now or formerly of Mary Langley thence northwesterly for a distance of 159.5 feet, more or less, to a point of intersection with the west street line of Elmwood Place; thence southwesterly for a distance of 120 feet, more or less, to a point of intersection with a line parallel to the north street line of Fairfield Avenue and measuring 60 feet therefrom; thence northwesterly for a distance of 80.19 feet more or less to a point of intersection with the southeast property line of land now or formerly of the Connecticut National Bank; thence northeasterly for a distance of 139.33 feet, more or less, to a point of intersection with the north property line of land now or formerly of the Connecticut National Bank; thence westerly for a distance of 232.2 feet, more or less, to a point of intersection with the west street line of Clinton Avenue; thence northerly for a distance of 182 feet, more or less, to a point of intersection with the place of origin.

Notice was given pursuant to section 147b (e) of the General Statutes to property owners within the district.

(Ord. dated 2/12/99: Ord. dated 5/6/91 (part): prior code § 24-106)

~~[12.32.070 – Civkin historic district established.~~

~~Beginning at point of intersection of Mayflower Drive and Brooklawn Avenue, southeast corner; thence northeasterly 83 feet by Mayflower Drive; thence southeasterly 108 feet, more or less, by remaining property of Lot #12 on map dated 16 April 1929 by A.D. Fuller, Civil Engineers, which map is on file in the office of the Bridgeport Town Clerk in Map Book 11, Page 53; thence southwesterly 146.53 feet by land now or formerly of Flora B. Powell, thence northeasterly 119.69 feet along Brooklawn Avenue to the point of intersection with the place of commencement.]~~



OFFICE OF THE CITY CLERK RESOLUTION FORM

(Ord. dated 6/4/12)

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:
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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:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

Item# *162-19 Consent Calendar

Resolution regarding 2020 Sidewalk Repair Pilot Program.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 19, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

ATTEST
CITY CLERK

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

Item No. *162-19 Consent Calendar

RESOLUTION

2020 Sidewalk Repair Program List of Repairs

WHEREAS, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby **RESOLVED** by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property(ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *162-19 Consent Calendar

-2-

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled this list for 2020 which is attached hereto and made a part hereof as Exhibit A.

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby

RESOLVED BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A and it is further

RESOLVED, that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

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

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Avelino D. Silva, D-136th

Mary McBride-Lee, D-135th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: October 19, 2020

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - July 27, 2020

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
50	Beacon Street	06605	Wayne	Hilier	\$852.00	\$852.00	\$1,704.00
124	Bradley Street	06610	Richard	Quessada, Jr.	\$2,601.25	\$2,601.25	\$5,202.50
301	Cleveland Avenue	06604	Safwan	Wahib	\$1,405.00	\$1,405.00	\$2,810.00
306	Cleveland Avenue	06604	Sherry	Morello	\$3,311.25	\$3,311.25	\$6,622.50
819	Cleveland Avenue	06604	Noel & Anne	Cleary	\$2,435.75	\$2,435.75	\$4,871.50
463	Courtland Avenue	06605	Sheila	Sholz	\$2,824.00	\$2,824.00	\$5,648.00
67	Crowther Avenue	06605	Susana	Mercado	\$2,210.25	\$2,210.25	\$4,420.50
54	Elmwood Place	06605	Merlin	Rosal	\$2,449.25	\$2,449.25	\$4,898.50
138	Fayerweather Terrace	06605	Kevin & Marissa	O'Malley	\$6,006.75	\$6,006.75	\$12,013.50
71	Fourth Street	06607	Kayana	Banks	\$2,915.00	\$2,915.00	\$5,830.00
67	Hale Terrace	06610	Daniel & Aida	Cartagena	\$3,318.75	\$3,318.75	\$6,637.50
220	Herral Avenue	06604	Alberto	Rodriguez	\$3,143.50	\$3,143.50	\$6,287.00
54	Herkimer Street	06604	Louis	Gonzalez	\$2,250.75	\$2,250.75	\$4,501.50
421	Hollister Street	06607	Miladys	Velez	\$1,185.75	\$1,185.75	\$2,371.50
202	Iranistan Avenue	06604	Takafuni	Kojima, et al	\$5,054.25	\$5,054.25	\$10,108.50
382	Jackson Avenue	06606	Steven & Gwendolyn	Eldukonis	\$2,351.50	\$2,351.50	\$4,703.00
139	Judson Place	06610	Mattie Mitchell	& Cynthia Hilliard	\$2,325.00	\$2,325.00	\$4,650.00
250	Lake Avenue	06605	John Delcegnno	& Lucy Flore	\$1,723.75	\$1,723.75	\$3,447.50
2	Louisiana Avenue	06610	Buenaventura	Rodriguez	\$2,453.75	\$2,453.75	\$4,907.50
2470	Madison Avenue	06606	Lisa	Bermudez	\$1,869.50	\$1,869.50	\$3,739.00
183	Maplewood Avenue	06605	Edwin & Julia	Soto	\$5,724.50	\$5,724.50	\$11,449.00
358	Mckinley Avenue	06604	Daniel & Anna	Melendez	\$2,843.25	\$2,843.25	\$5,686.50
1259	Noble Avenue	06608	Efrain	Vega	\$3,398.75	\$3,398.75	\$6,797.50
85	Northfield Street	06606	Thomas	Perez	\$2,473.50	\$2,473.50	\$4,947.00
611	Ogden Street	06608	Peter	Hristov	\$2,992.75	\$2,992.75	\$5,985.50
45	Ohio Avenue	06610	Alison	Baldwin	\$2,557.50	\$2,557.50	\$5,115.00
155	Palisade Avenue	06610	William	Taft, Jr.	\$8,951.75	\$8,951.75	\$17,903.50
5	Pierce Avenue	06604	William & Phyllis	Schwartz	\$5,251.50	\$5,251.50	\$10,503.00
43	Pixlee Place	06610	Demetria	Horlman-Mckenzie	\$2,106.00	\$2,106.00	\$4,212.00
72	Read Street	06607	Rosie	Slade	\$2,353.75	\$2,353.75	\$4,707.50
112	Read Street	06607	Dorothy & Dixon	Pettway	\$2,261.75	\$2,261.75	\$4,523.50
315	Tesiny Avenue	06606	Kim A.	Burgos-Billups	\$2,294.75	\$2,294.75	\$4,589.50

EXHIBIT A

	The Success Village Apartments, Inc. - Perimeter Only	06610	The Success Village Apartments, Inc.			\$75,672.00	\$75,672.00	\$151,344.00
394	West Morgan Avenue	06604	Yolanda	Padilla		\$2,521.75	\$2,521.75	\$5,043.50
208	Wheeler Avenue	06606	Joy Marie	Rhone		\$1,973.00	\$1,973.00	\$3,946.00
44	Woodmont Avenue	06606	Gilbert & Sandra	Bahamundi		\$2,405.00	\$2,405.00	\$4,810.00
161	Woodside Avenue	06606	Marvin & Leb	Gonzalez		\$1,448.50	\$1,448.50	\$2,897.00
183	Wordin Avenue	06605	Darren	Henry		\$2,669.00	\$2,669.00	\$5,338.00
89	Cottage Street	06605	Betty	Gee		\$3,056.50	\$3,056.50	\$6,113.00
46	Crowther Avenue	06605	Johnnie Mae & Trina	Preston		\$1,414.25	\$1,414.25	\$2,828.50
36	Fleet Street	06606	Harry & Evelyn	Preston		\$1,791.50	\$1,791.50	\$3,583.00
171	Griffin Avenue	06606	Suzan M.	Maxey		\$1,265.50	\$1,265.50	\$2,531.00
235	Jefferson Street	06607	Bonnie & Mattie	Blanding		\$3,452.00	\$3,452.00	\$6,904.00
195	Jewett Avenue	06606	Gloria	Berrios		\$1,565.00	\$1,565.00	\$3,130.00
25	Livingston Street	06610	Diris R.	Melo		\$2,178.25	\$2,178.25	\$4,356.50
36	North Bishop Avenue	06610	Diem	Tran, et al		\$2,549.50	\$2,549.50	\$5,099.00
1884	Park Avenue	06604	Sergio	Natera		\$7,066.75	\$7,066.75	\$14,133.50
8	Ridgewood Place	06610	Wilfreda	Tilus		\$5,162.75	\$5,162.75	\$10,325.50

Item # 164-19 Consent Calendar

Grants Submission: re Resolution - U.S. Department of Justice FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#21312).



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: October 19, 2020

Attest: Lydia N. Martinez, City Clerk

Approved by: Joseph F. Ganim, Mayor

Date Signed: 10/20/20

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ATTEST
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. *164-19 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
U.S. Department of Justice
FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
(#21312)**

WHEREAS, the **U.S. Department of Justice** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**; and

WHEREAS, the JAG funding is a statutory formula allocation based on crime and population for the purpose of improving the functioning of the criminal justice system, with emphasis on violent crime and serious offenders, which may include the purchase of equipment, training, and information systems; and

WHEREAS, funds under this grant will be used to support and improve law enforcement response; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **U.S. Department of Justice** to acquire much needed equipment that will support the department's operations.

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 **U.S. Department of Justice** for the purpose of the **FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**.
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 **U.S. Department of Justice** for the purpose of the **FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *164-19 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

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

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Avelino D. Silva, D-136th

Mary McBride-Lee, D-135th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: October 19, 2020

Item# 156-19

Honorary Naming of John Street as "Joseph J. Kaliko Way" with appropriate signage placed on the intersecting corners along John Street from Water Street to Fairfield Avenue. **DENIED**-(Reject and Approved on October 19, 2020)



**Report
of
Committee
on**

Public Safety & Transportation

City Council Meeting Date: October 19, 2020

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

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

Date Signed: _____

RECEIVED
CITY CLERKS OFFICE
20 NOV -3 AM 9:54
ATTEST
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 **DENIAL** adopted the following resolution:
(Clerk Note: Motion to reject denial and approve made on October 19, 2020 at full council meeting)

Item No. 156-19

RESOLUTION

WHEREAS, occasionally individuals that have distinguished themselves by significant contributions to the city, state, nation, or world may be honored through an honorary street-name designation by the Bridgeport City Council; and

WHEREAS, founder of the Needs Clearing House Joseph Kaliko has a long-time passion of public service; and

WHEREAS, Joseph Kaliko has made significant contributions as a local community leader and has been honored by Mayor Joseph Ganim as well as the Bridgeport City Council for his extraordinary community service, long-standing dedication and generous contributions to those in need; and

WHEREAS, people know they can turn to Joseph Kaliko when they need help, be it finding sheets for local shelters, beds for people facing emergency relocation, money for those undergoing major surgeries, assistance for animals and pizza for the hungry; and

WHEREAS, Joseph Kaliko has never lost sight of the plight of the homeless and regularly helps those that go to John Street under the Route 8/Route 25 overpass in downtown Bridgeport to get clothes, soap, toothpaste, clothing and food; and

WHEREAS, in this time of the COVID-19 pandemic, Joseph Kaliko has continued to work to protect the homeless by getting them off the streets and into hotels as well as to feed front line workers throughout the City of Bridgeport by ensuring meals are being sent to Bridgeport Hospital, St. Vincent's Medical Center and the Bridgeport Police Department; and

WHEREAS, those who know Joseph Kaliko have asked that the Bridgeport City Council to recognize him for the many contributions he has made to this community and efforts in protecting the homeless by honorarily naming John Street from its intersection with Water Street to its intersection with Fairfield Avenue as "**Joseph J. Kaliko Way**"; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that in honor of the many contributions made to this community and efforts in protecting the homeless by Joseph Kaliko that John Street from its intersection with Water Street to its intersection with Fairfield Avenue be honorarily named as "**Joseph J. Kaliko Way**" with appropriate signage noting this great honor being placed on the intersecting corners along John Street from Water Street to Fairfield Avenue.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 156-19

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

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

Jeanette Herron, D-133rd

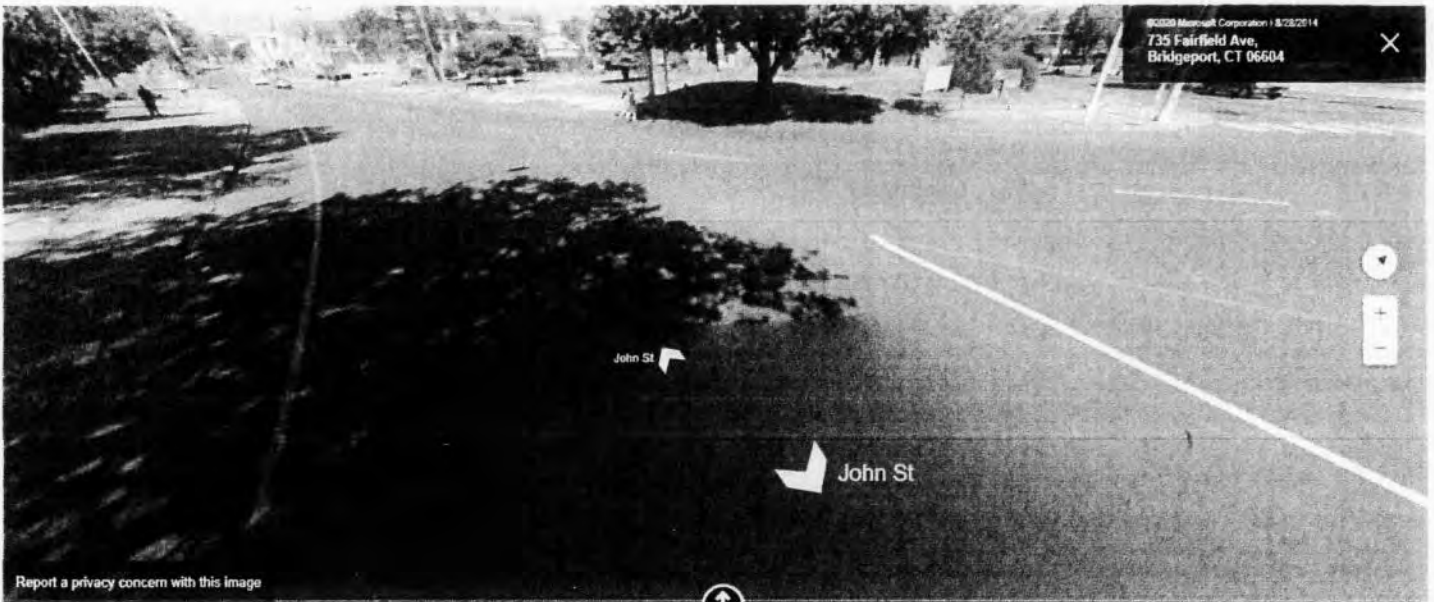
Michelle A. Lyons, D-134th

Avelino D. Silva, D-136th

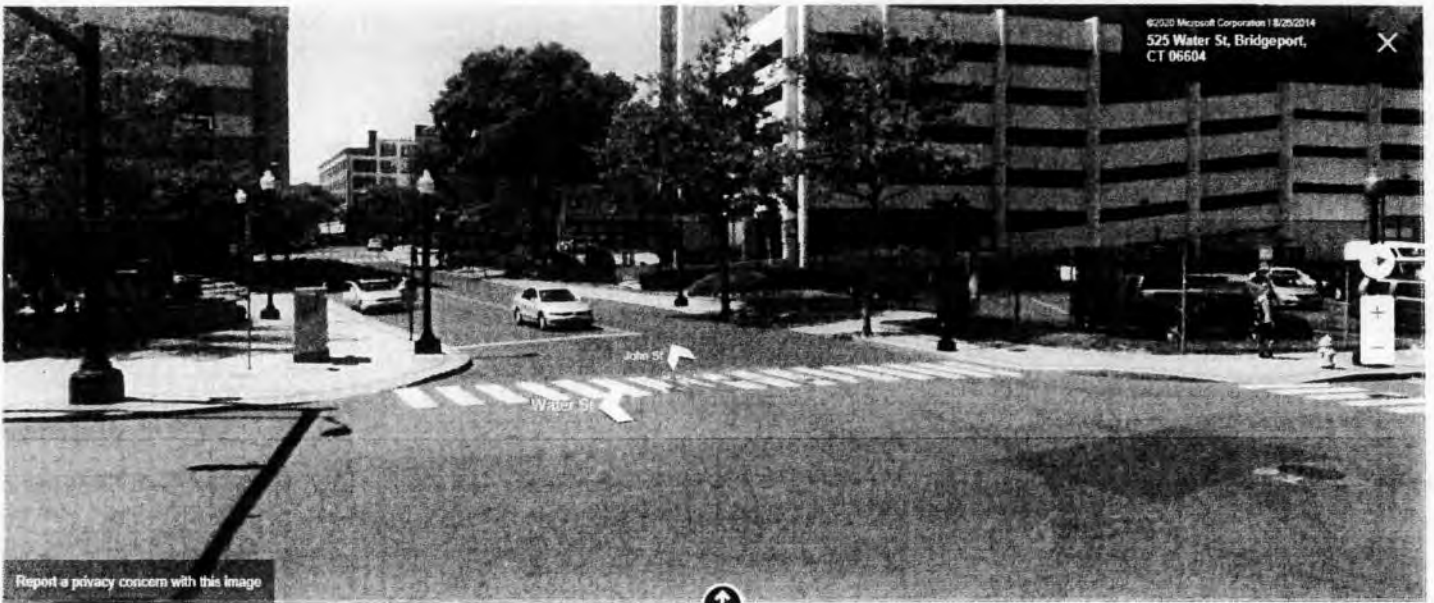
Mary McBride-Lee, D-135th

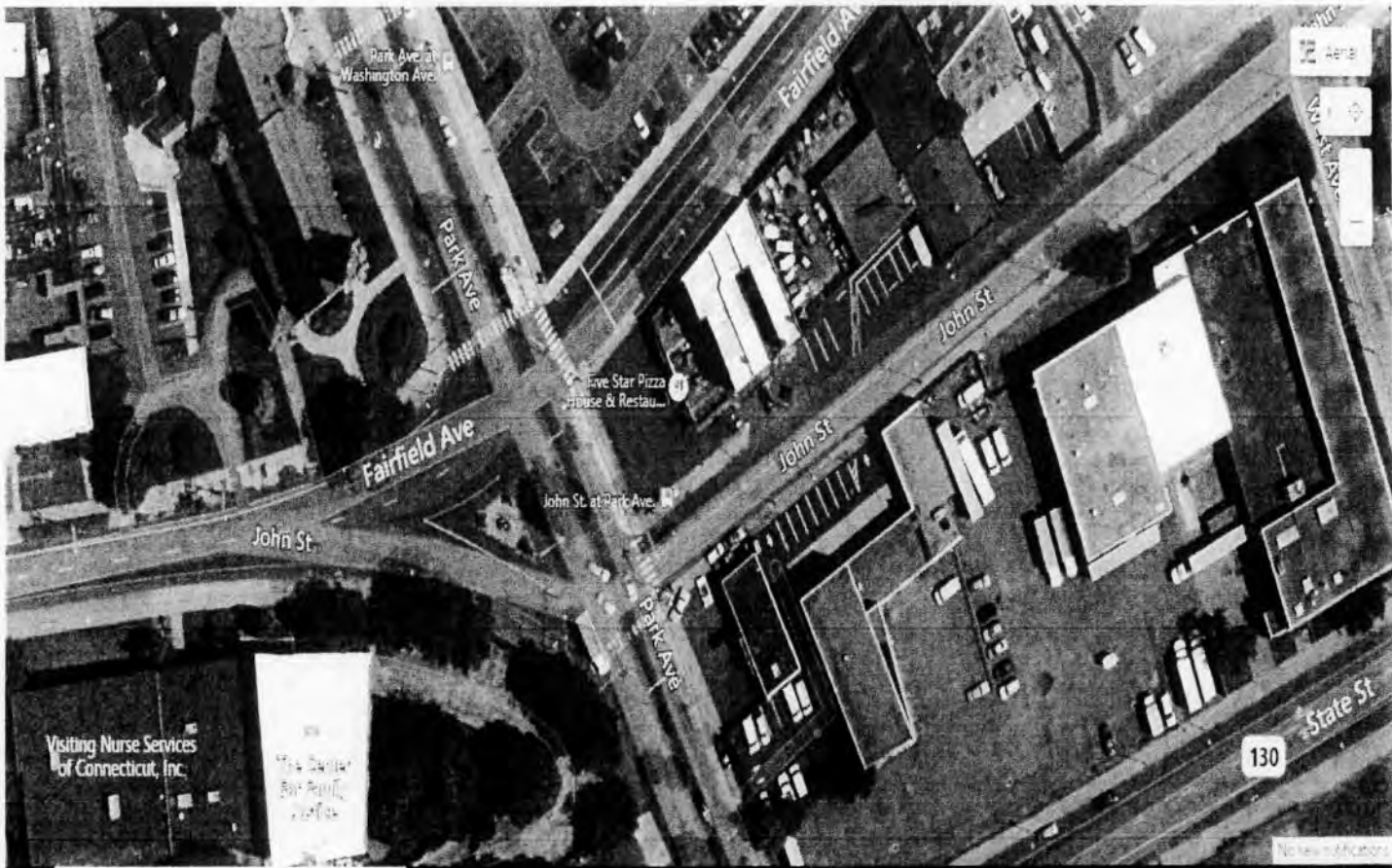
AmyMarie Vizzo-Paniccia, D-134th

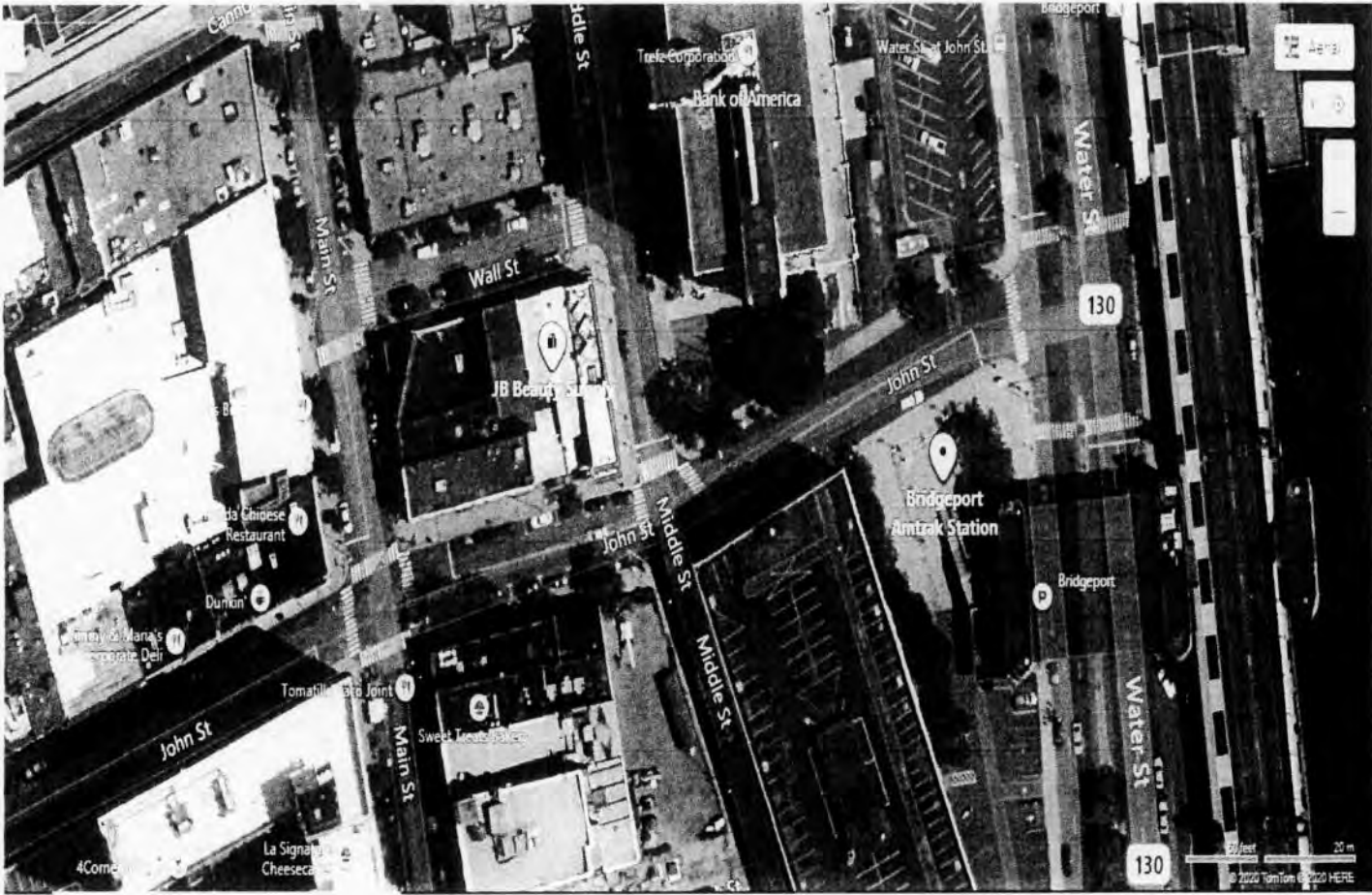
City Council Date: October 19, 2020

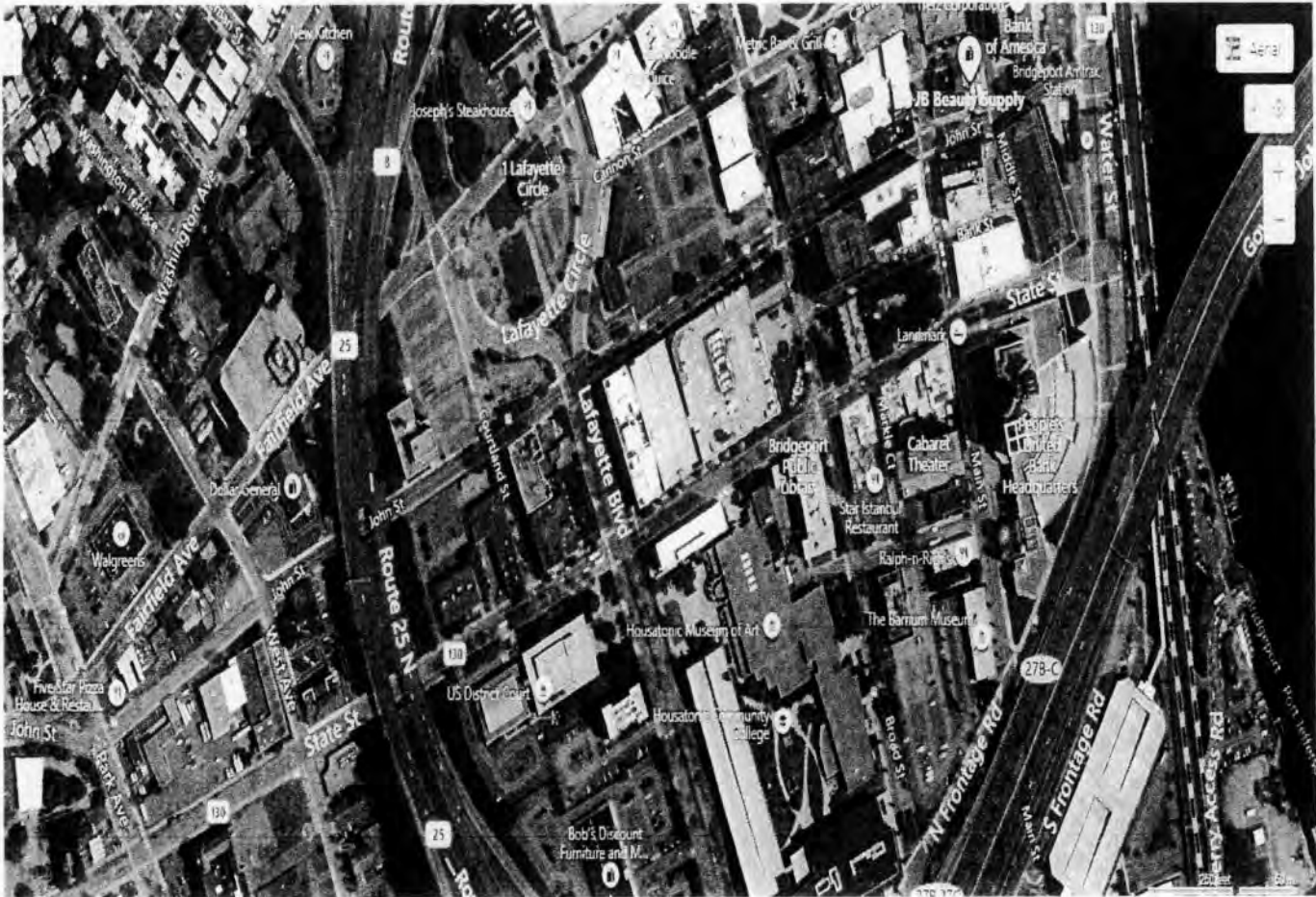


John Street Bridgeport, CT

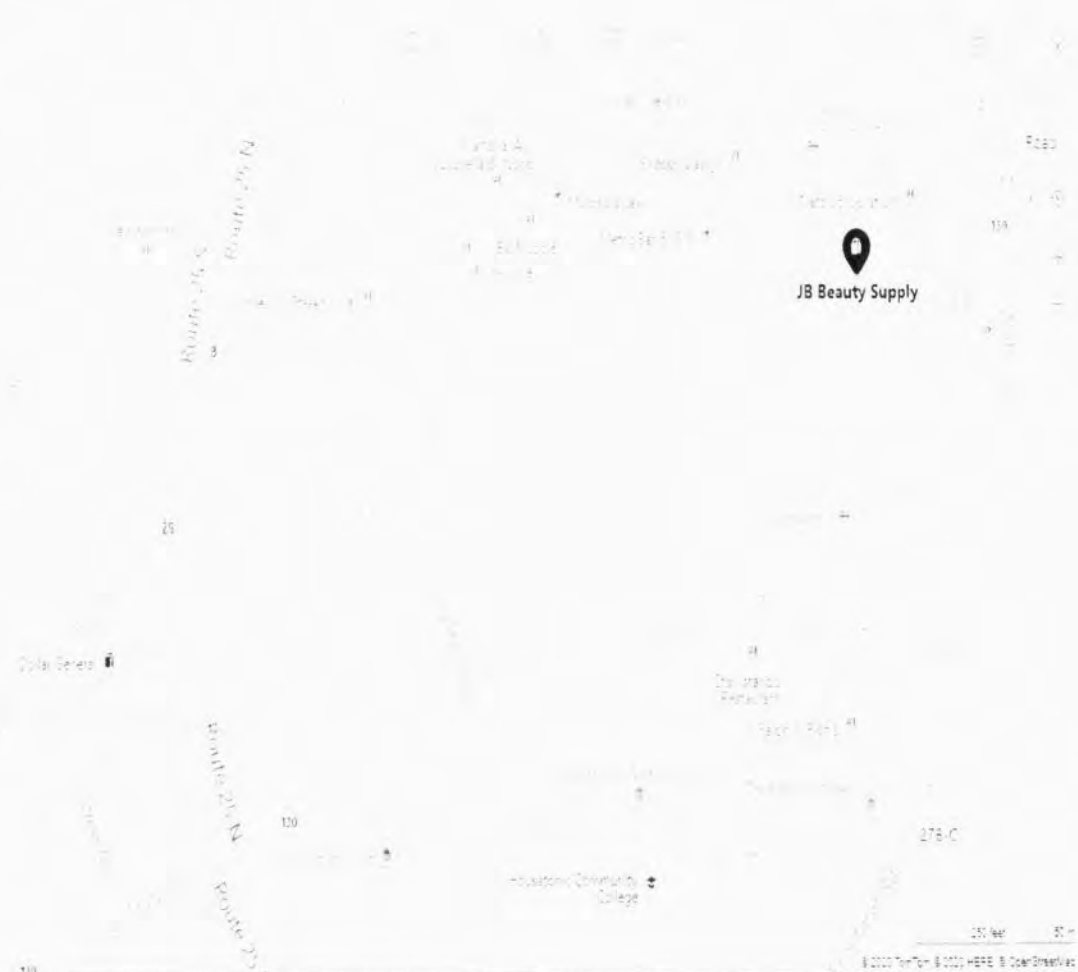








John Street Bridgeport



Item #*154-19 Consent Calendar

Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Dennis Rodgeron** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 19, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
20 NOV -9 PM 12: 18

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *154-19 Consent Calendar

BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement between the City of Bridgeport and Fire Fighters Local 834 that Dennis Rodgeron of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years or more, is to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-Chair

Matthew McCarthy, D-130th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Ernest E. Newton II, D-139th

Avelino D. Silva, D-136th

City Council Date: *October 19, 2020*

Item #* 161-19 Consent Calendar

Resolution regarding the University - Agency Affiliation Agreement for Social Work Field Placement with Sacred Heart University, Inc.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 19, 2020

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

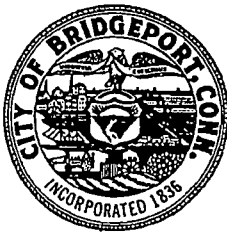
Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

ATTEST
CITY CLERK

RECEIVED
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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 Contracts begs leave to report; and recommends for adoption the following resolution:

Item No. *161-19 Consent Calendar

A Resolution by the Bridgeport City Council

Regarding the

UNIVERSITY – AGENCY AFFILIATION AGREEMENT FOR SOCIAL WORK FIELD PLACEMENT

WHEREAS, the City of Bridgeport Department of Health and Human Services seeks serve as a Field Placement Agency for Sacred Heart University's Baccalaureate and Master of Social Work Programs; and

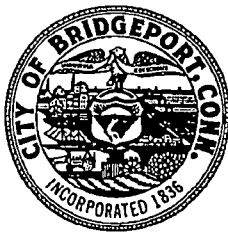
WHEREAS, supervised Fieldwork Education is an integral part of the academic process and professional preparation as it compliments academic preparation by providing opportunities to apply knowledge and practice skills and allows students to begin to be able to demonstrate professional competence; and

WHEREAS, the City of Bridgeport is committed to establishing mutually beneficial community partnerships and, as such, has previously partnered with Sacred Heart University for the placement of Master of Public Health (MPH) students; and

WHEREAS, it is desirable and in the public interest that the City partner with Sacred Heart University to serve as a Field Placement Agency by offering professional internship opportunities to Sacred Heart Social Work students at no cost to the City.

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

1. That it hereby authorizes the City to participate in the Social Work Field Placement Program at Sacred Heart, and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of Health and Social Services**, to execute all documents necessary to effectuate the City's participation in the Social Work Field Placement Program.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts

Item No. *161-19 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Ernest E. Newton II, D-139th

Avelino D. Silva, D-136th

City Council Date: October 19, 2020



Sacred Heart UNIVERSITY

SCHOOL OF SOCIAL WORK

UNIVERSITY - AGENCY AFFILIATION AGREEMENT FOR SOCIAL WORK FIELD PLACEMENT

AGREEMENT made as of the 27th day of August, 2020 by and between SACRED HEART UNIVERSITY, INC. (hereinafter "the University"), a Connecticut Nonstock corporation, organized and existing under and by virtue of the laws of the State of Connecticut, located at:

5151 Park Avenue
Fairfield, CT 06825-1000

and City of Bridgeport (hereinafter "the Agency"), a corporation organized and existing under and by virtue of the laws of the State of Connecticut, located at:

999 Broad Street
Bridgeport, CT 06604

This contract is valid for five (5) Academic Years, and will expire on August 1st, 2025.

WITNESSETH:

WHEREAS, the University and the Agency desire to cooperate with respect to the education of Baccalaureate and Master of Social Work students; and

WHEREAS, the University desires to afford to its Baccalaureate and Master of Social Work Students practice experience; and

WHEREAS, the Agency is willing to make its facilities available for the purpose of providing such practice experience to Baccalaureate and Master of Social Work Students.

NOW, THEREFORE, in consideration of the premises and the mutual conditions herein contained, the parties hereto agree as follows:

1. The University shall work cooperatively with the Agency to design an appropriate learning experience for the students in the Baccalaureate and Master of Social Work Program operated by the University (hereinafter "the Program") and in order that the field experience does not interfere with the normal operation of the Agency.
2. The Program shall assign students in its Baccalaureate and Master of Social Work Program to the Agency for field practicum instruction and experience. Prior to the students' arrival at the Agency, the Program shall provide the Agency with background material on students to aid in student placement.
 - a. The number of students as well as the schedule of their assignments and dates of admission shall be mutually arranged by the Program and the Agency prior to the date of such admission.
 - b. The specific period spent at the Agency will be consistent with the curriculum for field work experience of students, as set out in the course description.

3. The University shall have complete control for the design and implementation of all phases of the field education component of the Program in the Agency, including but not limited to the curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion, and graduation.
4. The Program, with the Agency's approval, shall select students for field work experience and shall forward the name(s) of the student(s) to the Agency prior to each academic year. A pre-placement interview will be required.
5. The Program, through its faculty liaison, shall be responsible for the official grading of its students. The grade will be based upon the field instructor's evaluation and other academic requirements of the practicum.
6. The Program shall provide each new field instructor with a Field Instruction Manual to familiarize him/her with the goals and expectations of the Program and to explain his/her responsibilities. The Program shall also provide a Field Instruction Calendar which will be updated each academic year listing official University holidays and recesses.
7. The Program shall provide orientation to the field placement process for students and field instructors.
8. The Program, through its faculty liaison and Field Education Coordinator, will provide ongoing consultation to the Agency relating to the student's placement.
9. The Agency shall make available appropriate field work experiences (consistent with clients' rights) enabling students to meet the objectives of the educational program.
10. Baccalaureate students are expected to be in field work two (2) days a week, for a minimum of two hundred (200) hours per semester. Master students are expected to be in field either two (2) or three (3) days a week, for a minimum of five hundred fifty (550) hours for the academic year. Students shall spend no more than six (6) hours per week in supervision, record keeping, and staff development.
 - a. Students are not expected to be in field work during official school recess periods.
 - b. When a holiday falls on a field instruction day, the student will observe the policies of the Agency.
 - c. Absences due to illness are considered excused absences, but the student is expected to arrange with the Agency to make up the time missed.
11. Information provided by the Agency, the Program, or by the University, shall be kept confidential by all parties. This includes, but is not limited to evaluation, critiques, case files, and materials, or student projects. No professional papers or disclosures concerning the parties can be submitted without mutual consent. The Agency agrees to cooperate with the University in carrying out its obligations under FERPA laws. The Program and each student shall comply with all applicable state, federal, and local laws regarding the confidentiality of client information and medical records. The Agency assumes all liability for compliance under HIPPA.
12. The Program shall advise students of their responsibility to conduct themselves in accordance with the Agency's rules and regulations. The Agency will provide each student with a copy of all such rules and regulations and the student will be responsible for this information. The Agency reserves the right to dismiss, at any time, any student whose condition or conduct jeopardizes the well-being of the clients or employees of the Agency. Unless unusual circumstances occur, such dismissal shall not occur without prior consultation with the Program faculty liaison.
13. The Agency will make available facilities for instruction as well as conference facilities for faculty and students in the Program.
14. The Program and Agency shall maintain ongoing communication to coordinate the academic and field education experience, including on-site visits and participation in field instructor meetings.

15. The Agency will provide orientation to its facilities and services for Program faculty and students.
16. The Agency shall supply qualified MSW field instructors for the supervision and instruction of students assigned to the Agency. At no time shall any student(s) be engaged in any activity in the Agency without the authorization of the field instructor.
17. The field instructor should set aside a minimum of one hour per week for individual conferences with the student under his/her supervision.
18. The field instructor will be required to submit in writing an evaluation of each student on the dates and in the form specified by the Program.
19. The Agency shall not be required to supply uniforms, lodging, meals, or anything of value to the Program, the students, or any University employee involved in the Program except as follows:

Make available to the student, at minimum, a desk, access to a telephone, and appropriate facilities for provision of services to the Agency's clients. Supplies, clerical services, and transportation costs relating to the Agency's provision of services will be provided by the Agency. Students will not be permitted to transport clients in personal vehicles. If the Agency requests that students transport clients, it must be in an Agency vehicle. The Agency must provide a Commercial Auto policy. Any student driving an Agency vehicle is doing so as a permissive user on behalf of the Agency.
20. Each party ("Indemnitor") for itself, its successors and assigns, hereby agrees to defend, indemnify, protect, and save harmless the other party, its officers, agents, and employees and elected or appointed officials ("Indemnitee") to the extent permitted by law from any and all claims, suits, actions, demands and liability for any cost, loss, for bodily injury, personal injury and damage or injury to property of every name and description, (whether it be that of either or the parties hereto or of third persons) and to persons (whether they be third parties or agents or employees of either of the parties hereto) caused by the negligence or the alleged negligence of the Indemnitor.

Each party shall give to the other prompt written notice of any claim made or suit instituted, which in any way directly or indirectly, contingently or otherwise may affect the other party. Each party shall have the right to compromise and defend the same to the extent of its interest therein.

The provisions of this section shall survive the expiration or early termination of this agreement.
21. As a prerequisite to participation of any student in the field practicum, the University shall provide professional liability insurance coverage of each student in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. Notwithstanding the foregoing, the Agency shall remain liable for direct damages resulting from its negligence. The University shall provide Commercial General Liability Insurance.

The University agrees that the Agency will receive no less than ten (10) days written notice prior to cancellation, modification, or non-renewal of any insurance coverage.
22. The Agency and Program will not discriminate against any employee, applicant, or student enrolled in their respective programs because of race, color, gender, age, religion, ethnic or national origin, class, disability, sexual orientation, family structure, or marital status.
23. The Program and the Agency will work together to ensure reasonable accommodations in providing a field placement for students with disabilities. The Program will be responsible for securing auxiliary aids and services deemed necessary for the student to participate in the practicum (e.g. note-taker, qualified interpreter, audio recordings, brailled materials, etc.). The Agency will be responsible for accommodations within the facility, including site accessibility and modification of the work environment, to the extent the requested accommodation is reasonable.

24. It is mutually agreed that neither students nor faculty are to be considered employees or agents of the University and shall not be entitled to any benefits furnished by the University such as worker's compensation, pension, retirement benefits, or sick leave.
25. This Agreement shall be binding upon the parties hereto and upon their respective successors and assignees.
26. Any notices, requests, and demands hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or sent by a nationally recognized overnight carrier; if to the Program, to:

Patricia Carl-Stannard, MSW, LCSW
Clinical Assistant Professor
Interim Chair
School of Social Work
Sacred Heart University
5151 Park Avenue
Fairfield, CT 06825-1000

With a copy to:
Michael D. Larobina, Esq.
Secretary & General Counsel
Sacred Heart University, Inc.
5151 Park Avenue
Fairfield, CT 06825

or if to the Agency, to:

Lisa Michelle Morrissey, MPH
Director
City of Bridgeport
Department of Health & Social Services
999 Broad Street
Bridgeport, CT 06604

Tel: 576-7680
Fax: 203-576-8311
Email: lisa.morrissey@bridgeportct.gov

or to such other addressee or by such other means as the parties may mutually designate by written notice. All notices become effective only when received by the addressee.

27. This Agreement contains the entire Agreement between the parties hereto with respect to the matter contained herein.
28. Either party may terminate this Agreement at the end of any semester by notifying the other party of its decision. The contract will be considered terminated as of the last day of that semester.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THE DAY AND THE YEAR
FIRST ABOVE WRITTEN.

SACRED HEART UNIVERSITY, INC.:

BY Robin L. Cautin

Robin L. Cautin, Ph.D.
Dean of College of Arts and Sciences

City of Bridgeport, Department of Health & Social Services:

By _____

Printed Name: _____

Title: _____

Item #*168-19 Consent Calendar

Settlement of Municipal Prohibited Practice Matter Pending before the State Labor Board MPP 33,523 relating to a Tentative Agreement between Bridgeport Firefighters Local 834 and City of Bridgeport concerning Firefighters working beyond the Age of 65.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 19, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *168-19 Consent Calendar

NOW THEREFORE BE IT RESOLVED that a settlement agreement entered into between the City of Bridgeport and Bridgeport Firefighters Local 834 to settle MPP #33,523 *Bridgeport Firefighters Local 834 and City of Bridgeport* dated July 27, 2020 is so approved.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Ernest E. Newton II, D-139th

Avelino D. Silva, D-136th

City Council Date: *October 19, 2020*

EXHIBIT A

MEMORANDUM OF UNDERSTANDING -- Pension Plan - Working Beyond Age 65

The City agrees pursuant to C.G.S. §7-430 to provide any firefighter currently employed who has attained the age of sixty five (65) years, upon the request of the firefighter annual approval from the legislative body of the City to remain employed with the City to Seventy (70) years of age, provided the firefighter receives a medical exam from the City's physician each year that the employee is physically fit to continue performing his/her position.

During this period of temporary retention the firefighter shall receive no pension payments.

FOR THE CITY

Ben Juit

Date 11/13/15

FOR THE UNION

Robert Whitbread

Date 11-13-15

EXHIBIT B

STATE BOARD OF LABOR RELATIONS

Case No.: MPP 33,523

SETTELEMENT AGREEMENT

Between

BRIDGEPORT FIRE FIGHTERS LOCAL 834 and CITY OF BRIDGEPORT

In full and final settlement of the above noted case, the parties agree as follows:

1. The City agrees that it shall, pursuant to Article 38, administer the same physical examination to all bargaining unit members, including members over sixty-five (65) years of age;
2. The current "Memorandum of Understanding – Pension Plan – Working Beyond Age 65" attached to the Collective Bargaining Agreement shall be replaced with the following:

MEMORANDUM OF UNDERSTANDING

This memorandum shall supersede and replace the current "Memorandum of Understanding – Pension Plan – Working Beyond Age 65" attached to the Collective Bargaining Agreement and shall be incorporated into the Collective Bargaining Agreement.

The City agrees, pursuant to Connecticut General Statute §7-430, to provide any firefighter currently employed who has attained the age of sixty-five (65), upon the written request from the firefighter to the Fire Chief, annual approval from the legislative body of the City to remain employed with the City to 68 years of age, provided the firefighter successfully passes the Fire Department's annual physical examination administered pursuant to Article 38 of the Collective Bargaining Agreement.

During this period of temporary retention, the firefighter shall receive no pension payments.

Unless mutually agreed in writing, neither party may propose, in negotiations, altering this Memorandum of Understanding during negotiations for the successor agreement to the current Collective Bargaining Agreement. However it is understood and agreed between the parties that after the expiration of the successor agreement to the current Collective Bargaining Agreement either party may propose, in negotiations, changes to this Memorandum of Understanding.

Item # 176-19

Lease Agreement with Marlin Business Services Corp.
regarding Office Equipment for the City Attorney's Office.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: October 19, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 176-19

RESOLUTION

WHEREAS, the Office of the City Attorney for the City of Bridgeport needs to relinquish its aged copiers and printers to the former Lessee under the lease arrangement with the lease financier, Marlin Business Services Corp; and

WHEREAS, the current supplier of the Office of the City Attorney's copiers and printers will provide the Office of the City Attorney's Office with new copiers and printers ("Equipment"), is on an approved cooperative bid list (PP, and with a different and more favorable financing company); and

WHEREAS, the cooperative purchase has been processed and approved by the Purchasing Department; and

WHEREAS, the Office of the City Attorney has determined that a lease of the Equipment is in the best interest of the department and in the best interest of the City of Bridgeport in the cost and effectiveness to service the department's needs.

NOW THEREFORE, be it hereby RESOLVED by the City Council, that the City Attorney can execute the lease for the Equipment, substantially in the form and substance of the lease attached hereto as Exhibit A, subject to any and all more favorable terms for the City of Bridgeport that the Office of the City Attorney may negotiate.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. 176-19

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Ernest E. Newton II, D-139th

Avelino D. Silva, D-136th

City Council Date: October 19, 2020

AUTOMATED BUSINESS SOLUTIONS

Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

415 Kilvert Street · Warwick, RI 02886 · Phone: 401-732-3000 · Fax: 401-732-1550

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Automated Business Solutions.

CUSTOMER INFORMATION

FULL LEGAL NAME: CITY OF BRIDGEPORT dba OFFICE of CITY ATTORNEY
 STREET ADDRESS: 999 BROAD ST
 CITY: BRIDGEPORT STATE: CT ZIP: 06804 PHONE: 203-576-3945 FAX:
 BILLING NAME (IF DIFFERENT FROM ABOVE): BILLING STREET ADDRESS:
 CITY: STATE: ZIP: E-MAIL:
 EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

See attached Schedule A See attached Billing Schedule

TERMS AND PAYMENT INFORMATION

36 Payments* of \$ 3,319.00 *If you are exempt from sales tax, attach your certificate* **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes _____ B&W copies per month Overages billed quarterly at \$ _____ per B&W copy*
 Payment includes _____ Color copies per month Overages billed quarterly at \$ _____ per Color copy*
 Payment includes _____ B&W prints per month Overages billed quarterly at \$ _____ per B&W print*
 Payment includes _____ Color prints per month Overages billed quarterly at \$ _____ per Color print*

By initialing here, you agree that each Payment includes a pass-through amount of \$ _____ for amounts owing under the IT Support Services Agreement, as defined on Page 2. Any IT Support Services Agreement pass-through amounts will be presented separately on invoices and subject to applicable taxes. (If not initialed you agree that IT Support Services is not included in this Agreement and Paragraph 14 shall not apply to this Agreement.)

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. _____ Customer's Initials
 Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. _____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Automated Business Solutions
 LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CITY OF BRIDGEPORT dba OFFICE of CITY ATTORNEY
 CUSTOMER (as referenced above) SIGNATURE TITLE DATED

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

CITY OF BRIDGEPORT dba OFFICE of CITY ATTORNEY
 CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes void upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on you, (except on our Income) or you, or on the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) we may secure property loss insurance on the Equipment from a reinsurer us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, rental, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, in the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you which any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates or ceases to exist; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-sealable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If you consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. USA PATRIOT ACT NOTICE, ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes a hard copy (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to stipulate herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receive communications, including but not limited to pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and confirming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. MAINTENANCE AND SUPPLIES: You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and laser developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of copies/prints shown on page 1 of this Agreement for each applicable copy/print type. Regardless of the number of copies/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered copy/print that exceeds the applicable minimum number of copies/prints. Copies/prints made on equipment marked as not financed under this Agreement will be included in determining your copy/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 10% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. IT SUPPORT SERVICES: When indicated on page 1, you have elected to enter into a separate IT Support Services Agreement with Supplier for the Equipment ("IT Support Services Agreement"). Such IT Support Services Agreement is separate and distinct from this Agreement and shall not affect your obligations under this Agreement. You agree to pay all amounts owing under this Agreement regardless of any claim you may have against Supplier relating to the IT Support Services Agreement. Supplier will be solely responsible for performing all services under the IT Support Services Agreement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the IT Support Services Agreement. As a convenience to you, we will provide you with one invoice covering (1) amounts owing under this Agreement and the Arrangement, and (2) amounts owing under the IT Support Services Agreement.

**AUTOMATED
BUSINESS SOLUTIONS**

*Value Lease
Grouped Pool Billing Schedule*

APPLICATION NO

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Automated Business Solutions.

POOL NAME: LARGE COPIERS BW

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
CANON 6755I				<input type="checkbox"/>
CANON C5750I				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 18,200 per month Overages billed quarterly at \$.007 per copy*

No. of Prints Included _____ Please check one of the following: B&W Copies Color Copies

Overages billed monthly at \$ _____ per print* **plus applicable taxes*

POOL NAME: LARGE COPIERS CLR

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
CANON C 5750I				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 4,750 per month Overages billed quarterly at \$.05 per copy*

No. of Prints Included _____ Please check one of the following: B&W Copies Color Copies

Overages billed monthly at \$ _____ per print* **plus applicable taxes*

POOL NAME: CANON 525

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
CANON IMAGECLASS 525 (20)				<input type="checkbox"/>
CANON IMAGERUNNER 525if				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 13,000 per month Overages billed quarterly at \$.012 per copy*

No. of Prints Included _____ Please check one of the following: B&W Copies Color Copies

Overages billed monthly at \$ _____ per print* **plus applicable taxes*

POOL NAME: HP BW/SERVICE ONLY

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 75540				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 300 per month Overages billed quarterly at \$.02 per copy*

No. of Prints Included _____ Please check one of the following: B&W Copies Color Copies

Overages billed monthly at \$ _____ per print* **plus applicable taxes*

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 3,319.00 **plus applicable taxes*

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

CITY OF BRIDGEPORT



CUSTOMER
30397 (2017)

SIGNATURE

TITLE

DATED

AUTOMATED BUSINESS SOLUTIONS

*Value Lease
Grouped Pool Billing Schedule*

APPLICATION NO.

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Automated Business Solutions.

POOL NAME: HP COLOR/ SERVICE ONLY

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 77540				<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 300 per month Overages billed quarterly at \$.07 per copy*
 Please check one of the following: B&W Copies Color Copies
 No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
 Please check one of the following: B&W Prints Color Prints *plus applicable taxes

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies
 No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
 Please check one of the following: B&W Prints Color Prints *plus applicable taxes

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies
 No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
 Please check one of the following: B&W Prints Color Prints *plus applicable taxes

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies
 No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
 Please check one of the following: B&W Prints Color Prints *plus applicable taxes

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 3,319.00 *plus applicable taxes

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

CITY OF BRIDGEPORT



CUSTOMER _____ TITLE _____ DATED _____

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____ and any future supplements/schedules thereto, between _____, as Customer and Automated Business Solutions, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Automated Business Solutions
Lessor

Signature

Title

Date

^{dh}
City of Bridgeport - Office of City Attorney
Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Purchase Agreement Terms and Conditions

1. **AGREEMENT** This order form contains the entire agreement of the parties and Automated Business Solutions (herein referred to as ABS), shall not be bound by any statement or promises made by any representative relative to this transaction which is not embodied herein. This sale is made by ABS only on the terms herein and any contrary terms contained in any purchase order or written representation are hereby rejected by ABS.
2. **ACCEPTANCE** This order is accepted by ABS as of the date of the Corporate Officer approval signature on this form, subject to reasonable and prompt credit clearance by ABS credit and collection department. Deliveries are subject to availability of the goods. This agreement shall be governed by and construed according to the laws of the States of Rhode Island, Massachusetts and Connecticut.
3. **INSTALLTION:** ABS will include installation on all equipment purchases for up to 2 Hours, after the two hour time frame, there will be a charge of \$150.00 per hour on-site, or \$75.00 per half hour for remote.
3. **PRICES** All prices are quoted F.O.B. ABS's shipping point and are subject to adjustment to conform to ABS prices in effect on date of shipment. All supplies and accessories not installed by ABS shall be shipped F.O.B. ABS shipping point freight prepaid and added to the invoice. All ABS equipment and accessories to be installed by ABS shall be shipped F.O.B. ABS shipping point, and the buyer shall pay the ABS transportation charge applicable to each such product in effect on the date of shipment. In the event buyer specifies inside delivery of accessories or supplies, the additional charge for service shall be prepaid and added to the invoice. Supplies, parts and service charges are subject to change without notice. Returns must be approved by a Corporate Officer, for merchandise credit only.
4. **TAX** Purchaser agrees to pay any tax imposed by any Federal, City, State or local authority.
5. **PRODUCT WARRANTIES** The following warranties are the only warranties extended by ABS and are in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. These warranties extend only to the original retail purchaser. To obtain benefits of these warranties, the original purchaser must be prepared to show proof of date of purchase. Warranty information appears on the front of this document.

The warranty does not cover defects or damage resulting from handling or transit by purchaser after installation, negligence or improper operation or maintenance of equipment, nor does it include any consequential damage to persons or property due to loss or interruption of service or use of any ABS products.

Specifically excluded from coverage under this warranty is service to the equipment or parts resulting from malfunctions of or damage caused by associated peripheral equipment, transmission lines, telephone lines, power lines and modems: required for damage resulting from the use of paper, toner, developer, or other supplies and input materials not technically satisfactory for use in the equipment

Annual maintenance agreements will be billed at pricing rates in effect at time maintenance agreement coverage begins. No terms or conditions, expressed or implied, are authorized unless they appear on original Maintenance Agreement signed by Customer and approved by an ABS officer. Rates in effect at time of equipment sale are subject to change without notice. ABS will install and use remote diagnostic software to provide meter readings for networked equipment. A Key Customer Contact shall be responsible for providing access to allow ABS to collect meter readings when needed. Alternatively, the Customer may report meters to ABS upon request. If no meter is received ABS reserves the right to utilize past meters to estimate any required meter in order to process billing.

In no event shall ABS be liable for incidental or consequential damages. ABS's sole liability on any claim (including but not limited to breach of contract) arising out of or connected to this sale, or use of equipment covered by such sale shall in no case exceed the purchase price of the equipment with respect to which losses or damages are claimed. Additionally, ABS's sole liability on any claim of breach of warranty shall be to replace or repair the allegedly defective equipment.
6. **ACTION** Any action for breach of warranty must be commenced within 90 days of the delivery date of the merchandise purchased hereunder.
7. **SECURITY** Seller is given a purchase money security interest in the equipment being sold and/ or rented. The equipment represents the secured collateral. If timely payments are not made pursuant to Purchase Agreement, seller may, upon reasonable notice, which does not exceed 30 days, repossess the secured equipment. Late charges will be accrued at 1.5% per month totaling no more than 18% annually.
8. **DEFAULTS** If you fail to pay us as agreed, we will have the right to sue you for all past due payments and all payments which shall become due to us pursuant to this agreement. You will also pay reasonable collection and legal costs including reasonable attorney's fees. This agreement shall be governed by and construed according to the laws of state of Rhode Island and any claims arising under this agreement shall be resolved in the courts of the State of Rhode Island. In the event of default, any funds collected from customer will be used to offset the indebtedness and no refunds will be issued.
9. **RESTOCKING FEE** Any items cancelled for any reason will be subject to a 25% restocking fee. We reserve the right to not accept returns for special order items.
10. **COMPUTERS** These commodities are licensed for the destination shown. Diversion contrary to U.S. law is prohibited.
11. **MISCELLANEOUS** The terms of this agreement shall not be amended in any fashion either in writing or verbally unless a written amendment has been executed in writing by an ABS corporate officer.

No terms or conditions, expressed or implied, are authorized unless they appear on "original" of this order.

AUTOMATED BUSINESS SOLUTIONS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

10

Platinum: Includes all labor, mechanical parts, drums, PM Kits, fuser rollers, developer, toner and waste containers.
Gold: Includes all labor, mechanical parts, drums, PM Kits and fuser rollers.
Silver: Includes all labor and mechanical parts.
Cost Per Print / Cost Per Copy: Price based on actual per print volume and includes all labor, mechanical parts, drums, PM Kits, fuser rollers, developer, toner and waste containers.
Retainer-Based: Customer deposit is held in escrow. Required and customer authorized items are deducted from balance. Escrow amount is rebilled when prior deposit reaches 25%.
UCC Black: Includes all labor, mechanical parts and PM Kits.
UCC Blue: Includes all labor, mechanical parts, drums and PM Kits.
UCC Red: Includes all labor and mechanical parts.
Cost Per Cartridge: Includes all labor, mechanical parts, drums, PM Kits, fuser rollers, developer, toner and waste containers. Customer must purchase all consumables from ABS.
Connection Protection: Resolution of printing and scanning network issues, including installation of appropriate print drivers.

- 1) **TERM:** This agreement shall become effective upon receipt by Automated Business Solutions (hereafter called ABS) of the change specified and shall continue for the time specified or the maximum copies specified, whichever occurs first.
- 2) **PAYMENT TERMS:** Invoices are due upon receipt. ABS reserves the right to withhold service and/or supplies under this agreement should the customer's account become more than (30) days past due.
- 3) **DEFAULT:** In the event the customer is in default, customer agrees to pay all collection costs, including court costs, interest and reasonable attorney's fees. Use of non-technically suited supplies may be a cause for default under this agreement. Any repairs performed by a non-authorized service professional may void this agreement. ABS may terminate this agreement at any time without notice or liability by ABS.
- 4) **SERVICE AND PARTS NOT COVERED:** This agreement does not cover service and/or parts to equipment for reason of customer neglect, abuse, misuse, accident, acts of nature or unauthorized modifications. Replaced parts removed from covered equipment becomes the property of ABS
- 5) **ELIGIBILITY:** ABS reserves the right to inspect equipment prior to entering into a maintenance agreement. If equipment is found not to be in good operating condition, the customer shall incur all charges incurred in restoring the equipment to good operating condition at ABS's then current per call rates prior to inclusion under this agreement.
- 6) **PARTS & SUPPLIES:** Mechanical parts will be provided by ABS (new or refurbished) necessary to maintain equipment. The following are excluded except under Gold/Platinum contracts: Drums, masters, fuser rollers, cleaning rollers, maintenance kits, lamps, covers, thermal heads, duplicator drum units, laser units & PC's. Data loss as a result of equipment malfunction or power is excluded. ABS reserves the right to limit the quantity of toner provided at no charge. The number of toners provided will support the contracted volume of the equipment based on the manufacturer's yield per toner. Any additional toner will be billable to the customer.
- 7) **CONNECTION PROTECTION:** Printing and scanning issues directly relating to your copier or printer are covered under this maintenance agreement based on the level / type of coverage you select. Printing and scanning issues extending beyond the copier or printer are not covered under this agreement unless you select the "Connection Protection" option. For example, if a printing or scanning issue occurs on your network, workstation or laptop, the issue is not covered unless you select "Connection Protection". In the event that you elect to forgo Connection Protection and the repair or configuration for these or similar items are required, it would be done at the then prevailing hourly rate.
- 8) **SERVICE RESPONSIBILITIES:** Customer agrees to run ABS's MPS software. Customer will not allow equipment to be moved from the site without written permission from ABS. If a customer moves equipment and any repairs are required because of this move will be charged at the then prevailing per call rates and is not covered under this or any service agreement.
- 9) **EQUIPMENT AVAILABILITY:** Customer will assure that equipment is accessible & available to ABS.
- 10) **POWER OBLIGATION:** Customer will provide suitable electrical service, machine environment and utilize surge protection meeting or exceeding manufacturer's specifications.
- 11) **RECONDITIONING:** At the sole discretion of ABS, when reconditioning is necessary to keep the equipment in proper working condition, ABS will submit a price repair estimate, which will be in addition to the maintenance agreement. If the customer does not authorize reconditioning, ABS may refuse to continuation of this agreement and relinquish its obligation to service this equipment. No refund or credit will be issued under this circumstance. The equipment would then become chargeable on a "per call basis" with no guarantee of parts availability.
- 12) **SERVICE HOURS:** Service will be provided by ABS during normal work hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays. ABS agrees to respond to emergency calls with its first available technician.
- 13) **ASSIGNMENT:** This agreement is not transferable or assignable by customer or by operation of law without prior ABS consent.
- 14) **LIABILITY:** ABS warrants that it will provide service as specified. However, ABS will not be responsible for failure to perform due to circumstances beyond the reasonable control of ABS. Customer shall indemnify and hold ABS harmless from all liability and consequential damage due to ABS's negligence or otherwise. All other warranties, expressed or implied, including warranties of fitness for any particular purpose or merchantability are excluded from this agreement of the parties. Upon occurrence of any default by customer hereunder, or any other agreement between ABS and the customer, all ABS warranties hereunder and any other agreement between the parties shall thereupon terminate all obligations of ABS to service any equipment of customer and thereupon terminate this agreement. ABS assumes no liability for any failure or reduced performance of the equipment due to improper conditions of the environment, such as excessive dust, chemical residue, abnormally high or low humidity, varying line voltage or any such conditions which may exist. Service caused due to improper conditions are not covered under this maintenance contract.
- 15) **AUTOMATIC RENEWAL OF SERVICE CONTRACT:** Upon the expiration of the initial service contract by a representative of the customer and ABS, any subsequent renewal of the annual service contract shall be self-executing without the requirement of additional signatures by a representative of the customer. If the customer does not desire to renew the annual service contract, they must notify ABS in writing 30 days prior to the expiration date of the existing service contract. ABS reserves the right to adjust pricing annually; any increase will not exceed 10% over prior year's agreement price.
- 16) **GOVERNING LAW:** This agreement shall be deemed to be made in and in all aspects shall be interpreted, construed and governed by and in accordance with the laws of the State of Rhode Island, without regard to its choice of law rules.
- 17) **COMPLETE AGREEMENT:** This is the complete agreement between the parties, and all prior discussions and agreements are merged herein. There are no other agreements or understandings changing or modifying the terms hereof. This agreement shall be effective upon acceptance by an authorized representative of ABS. Written or verbal cancellation of this agreement does not warrant cash refunds or credits. The provisions of this Agreement may be amended or revised only by an instrument in writing signed by both parties.
- 18) **METERS:** ABS will install and utilize remote diagnostic software to provide meter readings for networked equipment. A Key Customer Contact shall be responsible for providing access to allow ABS to collect meter readings when needed. Alternatively, the customer may report meters to ABS upon request. If after (3) attempts and/or (10) days ABS is still unable to obtain a meter reading for billing purposes, ABS reserves the right to 1) send a representative of ABS to the equipment location to retrieve such reading, in which event customer will incur an additional service charge, or 2) charge customer an estimated meter reading based on prior months' usage, or 3) charge customer based on previous service history reads. ABS also reserves the right to request a printout on demand from the machine to verify accuracy of the reported billing meters.
- 19) **LOANER EQUIPMENT:** At the discretion of ABS, a loaner machine may be provided during an extensive repair. Any and all copies made by customer on this loaner equipment will be added to the usage of the machine listed on this service equipment to calculate any potential charges, utilizing all the terms and conditions of this "covered equipment".
- 20) **COVERAGE & SCANNING:** Any cost-per-copy fees are based on the industry standard 5% black & white densities (fill) and 20% color density (fill). Changes in equipment covered and print densities may result in an adjustment of cost per print fee. Any scans over 50% of covered allowable copies / prints will be billed at .003 per scan.
- 21) **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
- 22) **GENERAL:** It is mutually agreed that during the term of this agreement, and for a period extending one year after the termination of the business relationship, neither party shall directly, or indirectly, solicit for hire employees or consultants of the other party unless mutually agreed by both parties in writing.

AUTOMATED BUSINESS SOLUTIONS

*Value Lease
Grouped Pool Billing Schedule*

APPLICATION NO.

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Automated Business Solutions.

POOL NAME: HP COLOR/ SERVICE ONLY

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 77540				<input checked="" type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included 300 per month Overages billed quarterly at \$.07 per copy*
 Please check one of the following: B&W Copies Color Copies

No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
 Please check one of the following: B&W Prints Color Prints *plus applicable taxes

POOL NAME: _____

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies

No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
 Please check one of the following: B&W Prints Color Prints *plus applicable taxes

POOL NAME: _____

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies

No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
 Please check one of the following: B&W Prints Color Prints *plus applicable taxes

POOL NAME: _____

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Copies Included _____ Overages billed quarterly at \$ _____ per copy*
 Please check one of the following: B&W Copies Color Copies

No. of Prints Included _____ Overages billed monthly at \$ _____ per print*
 Please check one of the following: B&W Prints Color Prints *plus applicable taxes

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 3,319.00 *plus applicable taxes

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

CITY OF BRIDGEPORT _____
 CUSTOMER SIGNATURE TITLE DATED