

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 4, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

Prayer

Pledge of Allegiance

Roll Call

Adoption of City Council Rules

Election of City Council President

Appointment of:

- City Council Standing Committees
- City Council Officers (e.g., President Pro Tempore, Majority Leader, Deputy Majority Leaders (3) and Sergeant at Arms)
- City Council Liaisons to various City agencies, boards, and commissions
- City Council Representatives on the School Building Committee

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 2, 2023

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 01-23** Communication from Public Facilities re: Proposed Lease Agreement with Aquarion Water Company of Connecticut regarding Vacant Land at the Fairchild-Wheeler Golf Course for the purpose of Installing a Water Pump Station along with any related Infrastructure or Appurtenances to the Facility, referred to Contracts Committee.
- 02-23** Communication from Central Grants re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#24399), referred to Public Safety and Transportation Committee.
- 03-23** Communication from Central Grants re: Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods – Congress Street Bridge Capital Construction (#24663), referred to Economic and Community Development and Environment Committee.
- 04-23** Communication from Central Grants re: Grant Submission: Connecticut Department of Economic and Community Development Office of Brownfield Remediation and Development – Municipal Grant Program (#24409), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 05-23** Communication from Central Grants re: Grant Submission: Environmental Protection Agency (EPA) Environmental Justice Government-to-Government Program (#24574), referred to Economic and Community Development and Environment Committee.
- 06-23** Communication from Central Grants re: Grant Submission: United States Conference of Mayors – 2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#24305), referred to Economic and Community Development and Environment Committee.
- 07-23** Communication from Central Grants re: Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods – Route 8 Decking Community Planning (#24893), referred to Economic and Community Development and Environment Committee.
- 08-23** Communication from Mayor re: Appointment of Jerome Roberts (U) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.
- 09-23** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Lonnie Blackwell – Docket No. 3:21-cv-778-(KAD), referred to Miscellaneous Matters Committee.
- 10-23** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Jonathan Johnson – Docket No. FBT-CV-21-6111245-S, referred to Miscellaneous Matters Committee.
- 12-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Sexually Transmitted Diseases Control Program & Tuberculosis Control Program (#24232 & #24233), referred to Economic and Community Development and Environment Committee.
- 13-23** Communication from Central Grants re: Grant Submission: Connecticut Department of Economic and Community Development – Community Investment Fund 2030 Grant Program Round 4 (#24435, #24439 & #24441), referred to Economic and Community Development and Environment Committee.
- 14-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau (#24532), referred to Economic and Community Development and Environment Committee.
- 15-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#24540), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 16-23** Communication from Central Grants re: Grant Submissions: State of Connecticut Department of Transportation (FY24-FY28); Speed and Aggressive Driving Enforcement (#24323-#28323); Click it or Ticket Enforcement (#24326-#28326) and Distracted Driving – High Visibility Enforcement (#24327-28327), referred to Public Safety and Transportation Committee.
- 17-23** Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management – FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#24604), referred to Public Safety and Transportation Committee.
- 18-23** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Kiana Gallimore – Docket No. FBT-CV-21-6111992-S, referred to Miscellaneous Matters Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 11-23** Communication from Central Grants re: State of Connecticut Department of Public Health – Public Health Workforce Development (#24486), **FOR IMMEDIATE CONSIDERATION.**
- 19-23** Communication from Labor Relations and Benefits Administration re: Proposed Vision Benefit Plan Agreement between the City of Bridgeport/Bridgeport Board of Education and EyeMed Vision Care, LLC and First American Administrators, Inc. (FAA) to be effective on January 1, 2024, **FOR IMMEDIATE CONSIDERATION.**

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 4, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	SUBJECT
1.) John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Municipal Governance.
2.) Jazmarie Melendez 55 N Bishop Avenue Bridgeport, CT 06610	Cease-Fire Resolution.
3.) Linda (Lou) Biafore 325 Lafayette Street, #4208 Bridgeport, CT 06604	Cease Fire Resolution.
4.) Hanan Abdulwahid Bridgeport Islamic Community Center 703 State Street Bridgeport, CT 06604	Resolution calling for an Immediate De-escalation and Ceasefire in Israel and Gaza.
5.) Victoria Majewski 378 Willow Street Bridgeport, CT 06610	Supporting the resolution by Councilwoman Melendez for immediate de-escalation and ceasefire in Palestine from Israel, etc. The City Council meeting events, 04/03/2023.
6.) Mohannad Abuzneid BICC 703 State Street Bridgeport, CT 06604	Cease-Fire.
7.) Jamjum Majeed BICC 1247 Kossuth Street Bridgeport, CT 06608	Resolution Calling for an Immediate De-escalation and Ceasefire in Israel, Gaza War.
8.) Michael Merli 703 State Street Bridgeport, CT 06604	Ceasefire Resolution.
9.) Amina Seyal Bridgeport Islamic Community Center 703 State Street Bridgeport, CT 06604	Resolution calling for an Immediate De-escalation and Ceasefire in Israel and Gaza.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, DECEMBER 4, 2023
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council President Aidee Nieves called the Public Speaking session of the City Council to order at 6:38 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: Jorge Cruz, Tyler Mack
- 132nd District: Dasha Spell, Rolanda Smith
- 133rd District: *Aikeem Boyd* (6:52), Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Mary McBride-Lee, Richard Ortiz
- 136th District: Alfredo Castillo, Frederick Hodges
- 137th District: Aidee Nieves, Maria Valle
- 138th District: Maria Pereira, Jazmarie Melendez
- 139th District: Eneida Martinez, Ernest Newton

RECEIVED
CITY CLERKS OFFICE
23 DEC 11 AM 10:47
BRIDGEPORT
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called.

THE FOLLOWING NAMED PERSONS HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 4, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

There were in total Eleven speakers, nine speakers were registered and two from the floor.

City of Bridgeport
City Council
Regular Meeting
December 4, 2023

NAME

SUBJECT

John Marshall Lee -
30 Beacon Street
Bridgeport, CT 06605

Municipal Governance.

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

Good Evening Councilpersons, welcome to a new term of public service for all the citizens of Bridgeport. Management consultants tell us that leaders of organizations must “plan the work” and then “work the plan” to expect success. As legislators your task is not to do the actual work that moves the City forward. Rather you listen to your constituents in the 10 City districts and direct them with their problems, issues, or concerns, to the existing place in City government where they can best seek a solution today. If such a location is not operating as you think it should, perhaps there is a need for you to prod those in power as a group, as part of oversight, checks, and balance, or make a new law.

Obviously, it is a suitable time to reflect upon and prioritize the serious issues that will occupy you in the coming two years. I suggest three areas to focus on:

- Civil Rights/Suffrage- between the long-running “absentee ballot” scandal and only 19.8% of nearly 70,000 registered voters casting a ballot on November 7, 2023. Who is proud of these results? Where is your response, that of the Ethics Commission, or any City effort to inform the public on civics?
- Boards and Commissions-A series of Mayors have left too many citizens serving expired terms as well as leaving positions unfilled, which challenges the purpose of these bodies. Where is any evaluation of those folks who were appointed, how they operate together, and assurance that the Charter is regularly followed? Where is any focus on housing at all?
- A Charter Review-Why not focus on low voting trends, requests for more face-to-face conversations in public sessions and perhaps a “carrot or stick” facing registered voters who fail to cast a ballot, with or without candidates selected? A small fine can be used to fund Civics education for all.

A majority of the folks signed up tonight to address you in their three minutes of public speaking have the passion to address you on a critical issue and ask you for a response that likely falls outside your territory. I salute them for their interest in governance issues. There is a critical contribution they can make. But...we need some of that passion and focus to drive the work of the City and its citizens. Too few folks take their civil rights seriously. How can you seek a place where responsibilities and rights balance, to have justice for all? Time will tell.

City of Bridgeport
City Council
Regular Meeting
December 4, 2023

Jazmarie Melendez -
55 N Bishop Avenue
Bridgeport, CT 06610

Cease-Fire Resolution.

Ms. Melendez began her statement in regard to the resolution within the city council agenda for December 4, 2023. She believes the council should not be conducting business as usual as they are bearing witness to the death total of 15,600 Palestinians in Gaza including at least 6,600 of them being children. Ms. Melendez stated as an elected body that is said to represent our community chooses to stay silent, it makes them complacent. Ms. Melendez mentioned a ceasefire resolution has been passed in the following: Oakland, Detroit, Atlanta, Georgia, Ohio, Delaware, North Carolina, Rhode Island, and Pennsylvania. On December 4th, 2023 the city of New Haven board of alders is currently putting forward a ceasefire resolution. She goes on to say this is the bare minimum the council can do to use their municipal powers to stand for justice. Ms. Melendez reminded everyone that when they stand for the pledge of allegiance later on, they say "justice for all". On the city website it states they believe in an inclusive government, this is something they should model. It is not enough just to attend solidarity events and say they care, they must take action as a collective body. Ms. Melendez stated she left a copy of the proposal on every chairmen's seat and asked they are all united and a front for this resolution to be put forward. Ms. Melendez shared appreciation and support for the Bridgeport Islamic Community Center for allowing her into their community and those signing on to the online petition for the Bridgeport ceasefire resolution with the intention of the neighboring cities to join in on the call.

Linda (Lou) Biafore -
325 Lafayette Street, #4208
Bridgeport, CT 06604

Cease-Fire Resolution.

Ms. Biafore urged the council to support the upcoming ceasefire resolution being put forth by Councilwoman Melendez and urged everyone in attendance to push for an immediate ceasefire, unoccupy Palestine, and an end to all U.S support and funding of the violent, dehumanizing Israeli occupation of Palestine. Ms. Biafore shared she has paid \$4,781 in federal income tax with roughly 20% going to the U.S defense budget, of which President Biden has requested for billions of dollars for additional aid to be put forth to the Israel war crimes. So far this year she has paid \$956 in that fund. She suggested that money could have paid an unhoused person's rent and utilities for a month, to student loan forgiveness, health care, or the education budget. Ms. Biafore provoked everyone to look at their pay stubs and see how much they have paid to genocide this year. She went on to share her thoughts on a video she saw of a 2 year old Palestinian boy being arrested by 3 IDF soldiers, knowing her wages are paying and arming those soldiers and the government that represents us is supporting and ensuring this. Ms. Biafore reminded everyone to think of when they were in school and they were asked what they would have done during the holocaust, native American genocides, or American civil wars; this moment is their answer. She hates how she needs to talk about money to get people to listen and consider how it impacts everyone. As the largest city in Connecticut, they can join their voices with the other cities who have passed a ceasefire resolution. By staying silent, we are endorsing and actively funding genocide aboard and letting those in power know we are letting them know we will let it happen, anywhere and anytime,

City of Bridgeport
City Council
Regular Meeting
December 4, 2023

including here at home. Ms. Biafore thanked those who have been standing up for the cause and reminded those who haven't that there is still time to stand up and actively do something.

Hanan Abdulwahid -
Bridgeport Islamic Center
703 State Street
Bridgeport, CT 06604

Resolution calling for an immediate
De-escalation and Ceasefire in Israel
community and Gaza.

Ms. Abdulwahid introduced herself and mentioned she will be sharing her time with a 14 year old male student named Sadeel Yusuf. The male student is a proud Palestinian who grew up in Palestine. Sadeel stated Israel is using innocent people as human shields and the war machines are destroying everything. Half of Gaza homes specifically, 278,000 residential units have been destroyed or damaged, 26 out of 35 hospitals in Gaza are no longer functioning, an estimated 265 places of worship have been destroyed, and 266 schools have been destroyed as well. He continued with saying innocent children and families are being harmed every day. Every hour in Gaza 15 people are being killed, 6 are children; 35 people are being injured, 42 bombs are dropped, and 12 buildings are being destroyed. The U.S government has been siding with Israel since their establishment in 1948, there has been many massacres to Palestinians during their settlement. The male student asked how many more killings do we have to see before taking real action. He mentioned FOX and CNN are siding with Israel and broadcasting their propaganda to the rest of the world. Sadeel closed off saying it is time for us to end this genocide and remember the tragic deaths of Palestinians before and after October 7th, 2023. This is an immediate and permanent call to cease fire that can open the possibility of long-term peace.

Victoria Majewski -
378 Willow Street
Bridgeport, CT 06610

Supporting the resolution by
Councilwoman Melendez for
immediate ceasefire in Palestine from
Israel, etc. The City Council meeting
events, 04/03/2023.

Ms. Majewski introduced herself and stated she will be sharing her time with Musaf Ali. He introduced himself as a 9 year old student of the Bridgeport Islamic Community Center. The male student shared when he first heard of the events going on in Palestine, he felt scared. He questioned how no one could see that what was occurring was wrong, was it because most Palestinians are Muslim? Musaf mentioned the 6 years old Palestinian boy who was stabbed 26 times by his landlord in Illinois. This made him even more scared. He recently visited his favorite Falafel restaurant in Trumbull, Connecticut and was told by the business owner that more than 15 of his family members have died in Gaza. The Business owner identifies as a Christian Palestinian who has been in Connecticut for over 40 years. The male student shared he has been to two protests for Palestine, one in Bridgeport and the other in Washington D.C; he observed people of all religions at the protest. Musaf said you just have to be human to realize what is wrong, you can feel it in your heart. Killing over 600 children is not okay, it may be numbers for some but this is family for others, a nation is being erased. The male student closed off by saying he is calling

City of Bridgeport
City Council
Regular Meeting
December 4, 2023

for a permanent ceasefire, allowing military aid into Gaza and the West Bank, and refusing any additional weapons or funding to the Israeli military. He shared a statistic to show how much money Bridgeport residents have funded through federal tax dollars that would equate to paying the salary for 21 elementary school teachers, 673 free or low cost health insurance for children, or 51 student loans canceled.

Mohannad Abuzneid
BICC
703 State Street
Bridgeport, CT 06604

Ceasefire.

Mr. Abuzneid introduced himself and stated he would be sharing his time with the President of the Bridgeport Islamic Community Center, Dr. Khaled Elleithy. The president shared his message about peace. BICC is the largest Islamic community in Fairfield county serving no less than 10,000 Muslim families, at least 3,000 Muslim families live in Bridgeport. Dr. Elleithy wanted to express the deep concerns and sympathy with the families of civilians killed or wounded in the recent escalation of events within the Middle East. With two million people being imprisoned and compared to Fairfield county, less than 17% would be without clean water or healthcare. Previous attacks on Gaza have brought massive civilian deficits, destruction of property, making Muslims relocate. The Biden association is permitting Israel to attack Gaza by sending war weapons to them. On behalf of the BICC, Dr. Elleithy holds the city council to support the resolution and convey it to Connecticut representatives to ceasefire, allow humanitarian workers into Gaza, and issue a balance and public message.

Jamjum Majeed -
BICC
1247 Kossuth Street
Bridgeport, CT 06608

Resolution calling for an immediate
de-escalation and ceasefire in Israel,
Gaza war.

Mr. Majeed greeted everyone and thanked councilwoman Melendez for sponsoring the resolution and giving the community an opportunity to speak. He shared he is a Palestinian-American, living 40 years in the country and the last 25 years in Bridgeport. Mr. Majeed shared in sympathy for the pain that has been going on for the last two months, but he is also disgusted in the double standards between Israelis and Palestinians. He is happy how the internet has shared the truth regarding the war. Mr. Majeed would like for the council to vote unbiased and Fair. He ended with saying the Bridgeport City Council won't be the first to support the resolution but they can continue to push the agenda.

Michael Merli -
703 State Street
Bridgeport, CT 06604

Cease-Fire Resolution.

City of Bridgeport
City Council
Regular Meeting
December 4, 2023

Alongside: Gloria Mitzal
40 Beverly Place
Bridgeport, CT 06610

Mr. Merli stated he would be sharing his speaking time with Gloria Mitzal. Ms. Mitzal shared she was born and raised in Bridgeport, currently in her last year of college studying political science, human rights and social justice. Ms. Mitzal has been studying the Israeli occupation of Palestine since 4 years ago, she wanted to let the council know the youth is waking up, and seeing what the council is doing. The displacement due to the war isn't decreasing, and wants to put pressure on the government to end the war. Ms. Mitzal stated we shouldn't put self-interest first but stand in solidarity with Palestinians. She mentioned this is an opportunity for the council to show the constituents their commitment to listen to the constituents and human rights.

Amina Seyal -
Bridgeport Islamic Community Center
703 State Street
Bridgeport, CT 06604

Resolution calling for an immediate
de-escalation and ceasefire Israel and
Gaza

Ms. Seyal shared the podium with a young male named Shawn Aliahem. The male student greeted the council, stated he is an 11 year old boy and wanted to address occupation and genocide going on in Palestine. The oppression by Israelis has been going on for the last 75 years. The land has been peacefully shared between Muslims, Christians, and Jewish people; which changed once Zionist began to divide and create illegal settlements. Israel is in control of the water, electricity, and medical resources within the area. As of last month the people of Gaza were receiving 2 to 3 liters of water a day, now there is no clean water. Israel is targeting civilian areas using chemical weapons and basic needs. The male student read a quote from Holocaust survivor, "there is no way you could have ever created a Jewish state without oppressing and expelling the local population". He followed up by mentioning in 1948 Israel forced 750,000 Palestinians to leave their homes, which is recognized as the nakba, translated to catastrophe in English. There is a law in Israel that doesn't allow any mention of the first nakba events. The male student asked the council to do the right thing, as the government is funding the genocide, he needs the council to pass the cease fire resolution as an important step towards ending the genocide of the second nakba.

Francisco Ramos
349 Willows Street
Waterbury, CT 06710

Ceasefire.

Mr. Ramos began by stating he came out from Waterbury to support the resolution.

Council President interrupted his speech to let him know that due to him not being a Bridgeport resident, he could not speak at the public speaking session and must yield his time for a Bridgeport resident as it is a city council rule.

City of Bridgeport
City Council
Regular Meeting
December 4, 2023

Orlanda Strong -
418 Park Street
Bridgeport, CT 06608

Classical Magnet Academy Building

Ms. Strong stated she is a PAC president and has been attending these public speaking meetings for 3 years raising the same concerns regarding the Classical Magnet Academy building. They have been fighting for a new building for over 3 years now. There hasn't been any heat within the building and they cannot install a water fountain system due to the building being so old. It was brought to the school's attention that they would relocate to the old Bassick high school building and they don't agree with the idea. Due to the temperatures in the building it causes the students and staff to dress out of uniform to keep them warm. She has had 5 kids who attend the school and 3 more to attend, which means will have to continue to fight for 3 more years for a new building. Ms. Strong shared that no one else has been supporting this matter, only the PAC Presidents have been fighting for the new building.

ADJOURNMENT

Council President Aidee Nieves closed the public session at 7:05 p.m.

Respectfully submitted,

Vianca Rivera

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, DECEMBER 4, 2023

7:00 PM

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

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:14 p.m.

PRAYER

Mayor Ganim asked those in the audience if they would like to lead them in a prayer.
Two people from the public lead those present in prayer.

PLEDGE OF ALLEGIANCE

Those present recited the Pledge of Allegiance.

ROLL CALL

The City Clerk called the roll.

130th District: Scott Burns, Matthew McCarthy

131st District: Jorge Cruz, Tyler Mack

132nd District: Dasha Spell, Rolanda Smith

133rd District: Aikeem Boyd, Jeanette Herron

134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia

135th District: Mary McBride-Lee, Richard Ortiz
136th District: Alfredo Castillo, Frederick Hodges
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Jazmarie Melendez
139th District: Eneida Martinez, Ernest Newton

A quorum was present. The names listed were present when the roll was called.

ADOPTION OF THE CITY COUNCIL RULES

****MOTIONED BY COUNCIL MEMBER HERRON to ADOPT THE CITY COUNCIL RULES.**

****SECONDED BY COUNCIL MEMBER CASTILLO.**

Council member Burns mentioned he is in support of moving the item but there are a few matters in the rules that must be reviewed.

****THE MOTION TO ADOPT THE CITY COUNCIL RULES PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ORTIZ, CASTILLO, HODGES, NIEVES, VALLE, MELENDEZ, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA)**

ELECTION OF THE CITY COUNCIL PRESIDENT

Mayor Joe Ganim opened the floor for nominations for the City Council President.

Council member McBride-Lee shared before making a nomination that Ms. Nieves has been in the position for 4 years now and sees something in her that she has never seen before.

****COUNCIL MEMBER MCBRIDE-LEE NOMINATED AIDEE NIEVES FOR COUNCIL PRESIDENT.**

**** SECONDED BY COUNCIL MEMBER NEWTON.**

Council member Newton added, as the former president of the council; He thanked Ms. Nieves for fighting to bring the power to the City Council to serve their constituents. Council member Newton hopes she will find it on her agenda to strengthen the council and appoint people to protect the integrity of that branch of government.

There were no other nominations from the floor.

****THE MOTION TO APPROVE COUNCIL MEMBER AIDEE NIEVES FOR COUNCIL PRESIDENT PASSED WITH FIFTEEN (15) IN FAVOR (CRUZ, SPELL, SMITH, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ORTIZ, CASTILLO, HODGES, NIEVES, VALLE, PEREIRA, MARTINEZ, AND NEWTOWN) AND FIVE (5) OPPOSED (BURNS, MCCARTHY, MACK, BOYD, MELENDEZ).**

Council President Nieves asked to lead the committee assignment as they will be appointing the city council officers and council committee representatives.

****COUNCIL PRESIDENT NIEVES MOTIONED FOR A FIVE (5) MINUTES RECESS.**

****MAYOR GANIM DEFERRED RECESS FOR PUBLIC HEARING.**

Mayor Ganim said due to asking the public to stay for the public to hear the actions taken on the de-escalation and ceasefire resolution proposal.

FROM THE FLOOR - ADDED INTO THE AGENDA

****COUNCIL MEMBER MELENDEZ MOTIONED TO SUSPEND THE COUNSEL RULES TO ADD ITEM INTO AGENDA FOR REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE REGARDING THE**

RESOLUTION CALLING FOR IMMEDIATE DE-ESCALATION AND PERMANENT CEASEFIRE FIRE IN ISRAEL, GAZA, AND UNOCCUPY THE WEST BANK.

****SECONDED BY COUNCIL MEMBER NEWTON.**

****THE MOTION TO SUSPEND THE COUNSEL RULES TO ADD ITEM INTO AGENDA FOR REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE PASSED UNANIMOUSLY. (ITEM #20-23)**

****COUNCIL MEMBER MELENDEZ MOTIONED TO REFER AGENDA ITEM TO THE MISCELLANEOUS MATTERS COMMITTEE.**

****SECONDED BY COUNCIL MEMBER PEREIRA.**

****THE MOTION TO REFER AGENDA ITEM TO MISCELLANEOUS MATTERS COMMITTEE WAS PASSED UNANIMOUSLY. (ITEM #20-23)**

Mayor Ganim thanked the public for attending the meeting and engaging the council to be a part of the resolution. He showed gratitude to the speakers that shared their passions and concerns. Mayor Ganim wants the council to stand for humanity, what's right and peace in the Middle East.

****MAYOR GANIM CALLED A RECESS AT 7:32 P.M.**

****MAYOR GANIM RESUMED THE MEETING AT 7:42 P.M.**

APPOINTMENT OF STANDING COMMITTEES

Council Committees:

Budget & Appropriations – Burns, Newton, Herron, Vizzo-Paniccia, Ortiz, McBride-Lee, Hodges.

Ordinance – Mack, Martinez, Boyd, Valle, Newton, Herron, Lyons.

Public Safety & Transportation – Smith, Lyons, Cruz, Boyd, Vizzo-Paniccia, Martinez, Valle.

Economic & Community Development & Environment – Valle, McBride-Lee, Burns, Cruz, Lyons, Melendez, Martinez.

Miscellaneous Matters – Vizzo-Paniccia, Boyd, McCarthy, Mack, Smith, Castillo, Pereira.

Contracts – Herron, Pereira, McCarthy, Cruz, Ortiz, Spell, Burns.
Education and Social Service –Hodges, Spell, Lyons, McBride-Lee, Castillo, Melendez,
McCarthy

Council Officers:

City Council President: Aidee Nieves
President Pro Tempe: Ernest E. Newton, II
Majority Leader: AmyMarie Vizzo-Paniccia
Deputy Majority Leader: Jeanette Herron
Deputy Majority Leader: Rolanda Smith
Deputy Majority Leader: Jorge Cruz, Sr
Sgt at Arms: Richard Ortiz

Liaison to the Chamber of Commerce: Scott Burns & Alfredo Castillo
Liaison to Fire Commission: Jeanette Herron
Liaison to Food Policy Council: Rolanda Smith
Liaison to Harbor Commission: Frederick Hodges
Liaison to Historic Commission: Dasha Spell
Liaison to Housing Authority: Tyler Mack, Eneida Martinez & Jorge Cruz
Liaison to the Library Board: Maria Valle & Jazmarie Melendez
Liaison to Parks Commission: AmyMarie Vizzo-Paniccia
Liaison to Police Commission: Maria Valle, Eneida Martinez & Mary McBride-Lee
Liaison to Port Authority: Aikeem Boyd
Liaison to WPCA: Eneida Martinez & Ernest Newton
Liaison to Zoo: AmyMarie Vizzo-Paniccia
School Buildings Committee Members: Ernest Newton (Chair), Richard Ortiz (Vice
Chair), Dasha Spell

****COUNCIL MEMBER MARTINEZ MOVED TO CONSOLIDATE THE
MOTION TO ONE VOTE FOR ALL PARTITIONS IDENTIFIED BY THE
COUNCIL PRESIDENT .**

****SECONDED BY CASTILLO.**

****THE MOTION TO CONSOLIDATE THE VOTES AND THE COMMITTEES, OFFICERS, LIAISONS, AND REPRESENTATIVES WERE ESTABLISHED. PASSED WITH NINETEEN (19) IN FAVOR (BURNS, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ORTIZ, CASTILLO, HODGES, NIEVES, VALLE, PEREIRA, MELENDEZ, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (MCCARTHY).**

MINUTES FOR APPROVAL

- **October 2, 2023**

****COUNCIL MEMBER HERRON MOVED THE MINUTES OF THE OCTOBER 2, 2023 MEETING.**

****SECONDED BY MS. SMITH**

Council member Pereira shared that those who were absent to the meeting were McCarthy, Lyons, and Valle.

**** THE MOTION TO APPROVE THE MINUTES OF THE OCTOBER 2, 2023 MEETING AS SUBMITTED PASSED WITH NINE (9) IN FAVOR AND SEVEN (7) ABSTAINED FROM VOTINGS (MCCARTHY, SPELL, LYONS, ORTIZ, VALLE, MELENDEZ, AND MARTINEZ).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES

- 01-23** Communication from Public Facilities re: Proposed Lease Agreement with Aquarion Water Company of Connecticut regarding Vacant Land at the Fairchild-Wheeler Golf Course for the purpose of Installing a Water Pump Station along with any related Infrastructure or Appurtenances to the Facility, referred to Contracts Committee.

- 02-23** Communication from Central Grants re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#24399), referred to Public Safety and Transportation Committee.
- 03-23** Communication from Central Grants re: Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods – Congress Street Bridge Capital Construction (#24663), referred to Economic and Community Development and Environment Committee.
- 04-23** Communication from Central Grants re: Grant Submission: Connecticut Department of Economic and Community Development Office of Brownfield Remediation and Development –Municipal Grant Program (#24409), referred to Economic and Community Development and Environment Committee.
- 05-23** Communication from Central Grants re: Grant Submission: Environmental Protection Agency (EPA) Environmental Justice Government-to-Government Program (#24574), referred to Economic and Community Development and Environment Committee.
- 06-23** Communication from Central Grants re: Grant Submission: United States Conference of Mayors –2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#24305), referred to Economic and Community Development and Environment Committee.
- 07-23** Communication from Central Grants re: Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods – Route 8 Decking Community Planning (#24893), referred to Economic and Community Development and Environment Committee.
- 08-23** Communication from Mayor re: Appointment of Jerome Roberts (U) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.

- 09-23** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Lonnie Blackwell – Docket No. 3:21-cv-778-(KAD), referred to Miscellaneous Matters Committee.
- 10-23** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Jonathan Johnson – Docket No. FBT-CV-21-6111245-S, referred to Miscellaneous Matters Committee.
- 12-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Sexually Transmitted Diseases Control Program & Tuberculosis Control Program (#24232 & #24233), referred to Economic and Community Development and Environment Committee.
- 13-23** Communication from Central Grants re: Grant Submission: Connecticut Department of Economic and Community Development – Community Investment Fund 2030 Grant Program Round 4(#24435, #24439 & #24441), referred to Economic and Community Development and Environment Committee.
- 14-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau (#24532), referred to Economic and Community Development and Environment Committee.
- 15-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#24540), referred to Economic and Community Development and Environment Committee.

16-23 Communication from Central Grants re: Grant Submissions: State of Connecticut Department of Transportation (FY24-FY28); Speed and Aggressive Driving Enforcement (#24323-#28323); Click it or Ticket Enforcement (#24326-#28326) and Distracted Driving – High Visibility Enforcement (#24327-28327), referred to Public Safety and Transportation Committee.

17-23 Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management – FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program(#24604), referred to Public Safety and Transportation Committee.

18-23 Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Kiana Gallimore – Docket No. FBT-CV-21-6111992-S, referred to Miscellaneous Matters Committee.

****COUNCIL MEMBER MOTIONED TO CONSOLIDATE COMMUNICATIONS REFERRED TO COMMITTEES.**

****SECONDED BY COUNCIL MEMBER BOYD.**

Pereira spoke on behalf of item 16-23 noting the graph is blank showing incomplete.

****THE MOTION PASSED UNANIMOUSLY**

ITEMS FOR IMMEDIATE CONSIDERATION:

11-23 Communication from Central Grants re: State of Connecticut Department of Public Health –Public Health Workforce Development (#24486), **FOR IMMEDIATE CONSIDERATION.**

19-23 Communication from Labor Relations and Benefits Administration re: Proposed Vision Benefit Plan Agreement between the City of Bridgeport/Bridgeport Board of Education and EyeMed Vision Care, LLC and First American Administrators,

Inc. (FAA) to be effective on January 1, 2024, **FOR IMMEDIATE CONSIDERATION.**

****COUNCIL MEMBER MARTINEZ MOTIONED TO SUSPEND RULES OF COMMITTEE AND WAIVE REFERRAL TO COMMITTEE FOR IMMEDIATE ACTION FOR ITEM 11-23.**

****SECONDED BY PEREIRA.**

****THE MOTION WAS PASSED UNANIMOUSLY.**

****COUNCIL MEMBER MARTINEZ MOTIONED TO APPROVE ITEM 11-23**

****SECONDED BY COUNCIL MEMBER SMITH.**

****THE MOTION WAS APPROVED UNANIMOUSLY.**

****COUNCIL MEMBER MARTINEZ MOTIONED TO SUSPEND RULES OF COMMITTEE AND WAIVE REFERRAL TO COMMITTEE FOR IMMEDIATE ACTION FOR ITEM 19-23.**

****SECONDED BY COUNCIL MEMBER PEREIRA.**

Council member Pereira spoke on the item 19-23. According to the package the PFP went out August 17, 2022, Board of Ed approved on 06/12, and the Board of Public purchase approved 07/12. She noted that was odd as they should have been approved in reverse. The City and company agreed on a contract on 10/10. She asked who was hired as the consulting company as it is important to the follow up question.

A representative shared the consulting was done by single consulting for the year, they also created the rates for insurance. They were paid \$24,900.

Council member Pereira added, originally they were supposed to have 3 years of savings but lost the year of 2023. Dividing the 3 years of saving, while deducting the year lost of savings, they spent \$25,000 to save between the BOE and city \$58,000.

The representative, Monti Miles said the contract with single was over \$24,000 and the cost of RFP vision was \$5,000 of the \$24,000 stated. When the contract was initiated, the RFP never reached the BOE committee so it was rejected and failed to commence July 1st, 2023. They had to update the contract date to January 1st, 2024.

Council Member Pereira responded since they spent \$24,000 on consulting and lost one year of the projected saving. With the loss, the potential saving is \$49,000. In essence the BOE and city combined would be saving \$25,000 each. She wouldn't support any additional efforts.

Ms. Miles shared that she spoke with the consultant to change the statement and was told no, as the percentage of savings was small per year to year, since there was a 3-year contract in place they could just extend the contract.

Council Member Pereira said she doesn't understand how the city can save more money on vision when the BOE has more employees than the city.

Ms. Miles stated it is based on enrollment. The city enrollment was 1159 and BOE had 801 which doesn't include teachers and administrators.

Council member Burns asked the representative to explain the benefit to the employees.

Ms. Miles said the employees will gain [inaudible]

Council member Burns shared he didn't hear what was said but if there are any average savings or numbers available.

Ms. Miles responded it depended on the plan selected. For progressive lenses, there would be a higher saving compared to others.

****THE MOTION WAS CARRIED TO THE OBJECTION (PEREIRA).**

ADJOURNMENT

****COUNCIL MEMBER BOYD MOVED TO ADJOURN.**

****COUNCIL MEMBER SMITH SECONDED.**

****THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:01 p.m.

Respectfully submitted,

Vianca Rivera,

Telesco Secretarial Services

Department of Public Facilities
999 Broad Street
Bridgeport, CT 06604

November 14, 2023

Lydia Martinez, City Clerk
Office of the City Clerk,
Bridgeport City Council
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERKS OFFICE
23 NOV 15 PM 2:04
~~BRIDGEPORT
CITY CLERK~~

Re: Aquarion Water Company Lease of Vacant Land at
Fairchild-Wheeler Golf Course

Dear Ms. Martinez:

The Aquarion Water Company of Connecticut ("Aquarion") has requested permission to be granted to lease approximately 9,640 square feet of land located at Fairchild Wheeler Golf Course, which is a property governed by the Board of Parks Commissioners, for the purpose of installing a water pump station along with any related infrastructure or appurtenances thereto (the "facility").

I have attached the Lease Agreement, which provides the terms of the proposed relationship, for your reference. Over the past year, representatives from the Parks Department, the City Engineer, and the City Attorney's Office have engaged in extensive discussions with Aquarion regarding the facility. A comprehensive site visit was also conducted to evaluate the proposed lease area and to understand the scope of work Aquarion intends to carry out.

Throughout these discussions, a central concern has been the potential and actual disruption of various activities at the Fairchild-Wheeler Golf Course. It has been determined that based on the proposed location of the facility, there will be minimal disruption to the golf course and, therefore, minimal loss of revenue for the Parks Department, as the location is on the southerly side of Jefferson Street, across from the commuter parking lot. This area does not appear to affect the playing field of the golf course, nor its tee box or green. The site is predominantly unimproved woodland.

In determining the proposed arrangement between the parties, we considered both an easement and a lease agreement. Aquarion wanted a permanent easement for the location due to its upfront costs in developing the facility. We felt that a lease agreement is in the City's best interest and chose that over an easement.

Prepare resolutions
Resolution

WHEREAS, the Aquarion Water Company of Connecticut has requested to lease property controlled by the Board of Parks Commissioners to install a water pump station;

WHEREAS, various employees of the Public Facilities Department and the City Engineer have reviewed the area to be leased to Aquarion;

WHEREAS, the attached Lease Agreement sets forth the rights being granted to Aquarion and the various protections being granted to the City in terms of obligations to restore, indemnification and insurance;

WHEREAS, an appraisal was prepared to determine the disruption to the golf course that will occur by granting the lease in order to determine the fee to be charged to Aquarion for the right to lease the property;

WHEREAS, at its meeting on September 19, 2023, the Board of Parks Commissioners approved the use of Parks property as proposed by Aquarion;

WHEREAS, at its meeting on October 11, 2023, the Planning and Zoning Commission approved a favorable recommendation to the City Council regarding the 8-24 referral made regarding the proposed use of Parks property as proposed by Aquarion; and

WHEREAS, the Lease Agreement is believed to be in the best interests of the City of Bridgeport.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGEPORT THAT:

The Lease Agreement is hereby approved and the Mayor or the Director of Public Facilities are each authorized to execute the Lease Agreement and to execute all other documents and take all other necessary action in connection therewith consistent with this resolution and in the best interests of the citizens of Bridgeport.



**Aquarion Water Company of CT
Jefferson Street Pumping Station
561 Jefferson Street, Fairfield, CT**

**City of Bridgeport
Board of Parks Commissioners
February 14, 2023 - Meeting**



AQUARION
Water Company

Stewards of the Environment™




TATA & HOWARD



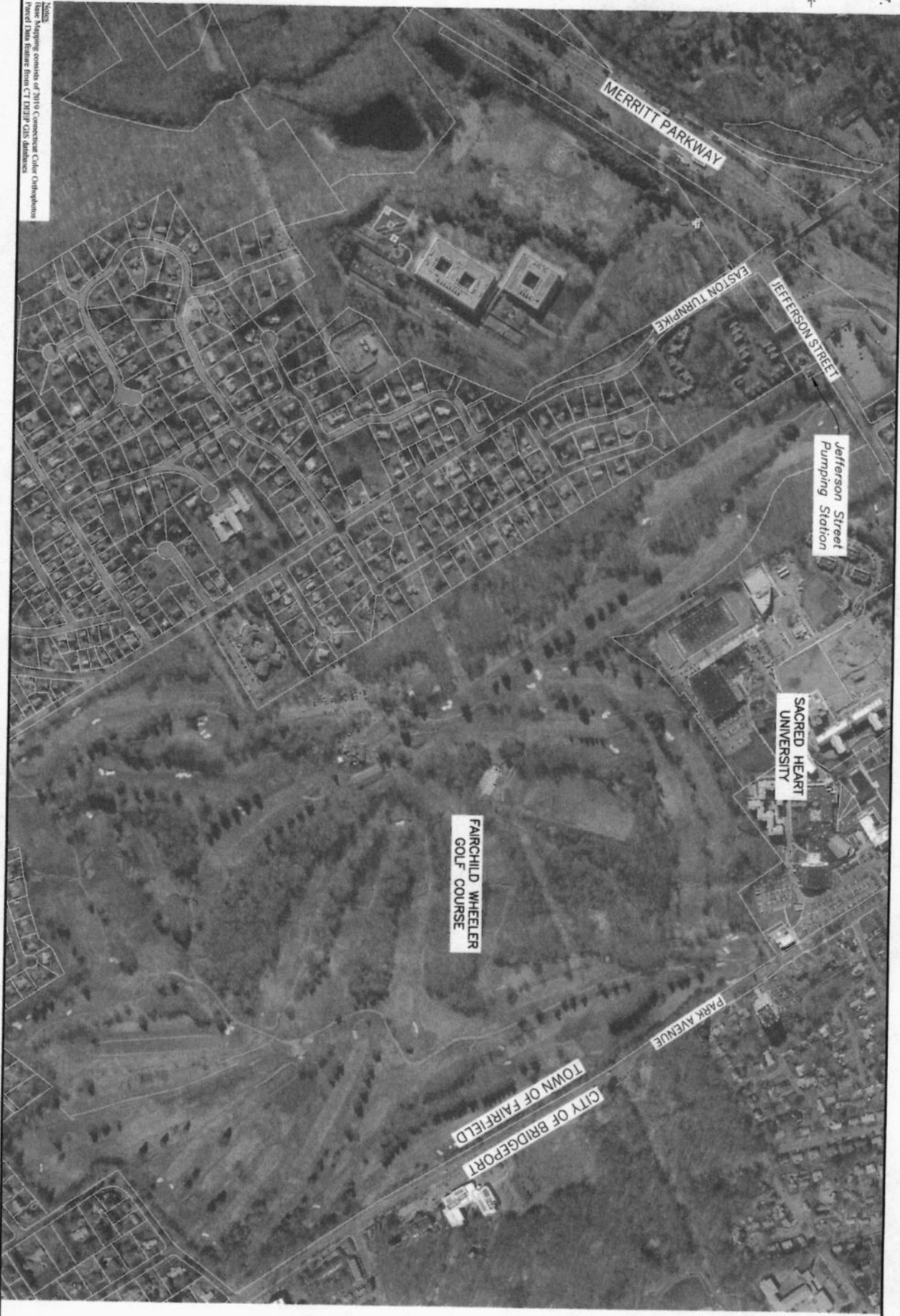
Aquarion Water Company of Connecticut

Tata & Howard, Inc. – Consulting Engineers



AQUARION
Water Company
Stewards of the Environment™





Notes:
Map showing contents of 2010 Connecticut Color Orthophoto
based on data from the State of CT GIS database



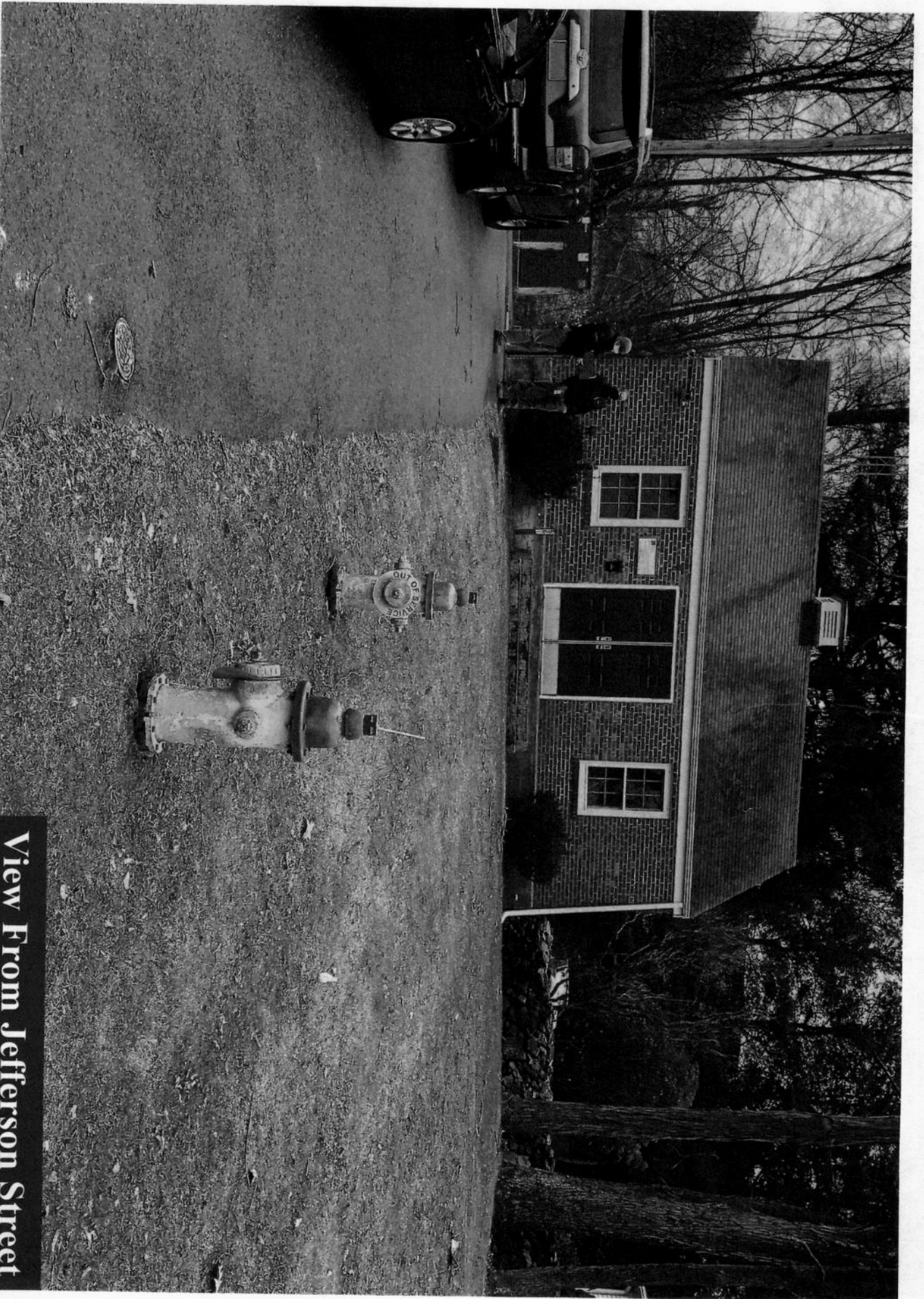


Notes:
 Latest Mapping consists of 2016 Connecticut Color Orthophotos
 Project Data feature from CT DEEP GIS Address
 Topographic Contours from Connecticut 2016 LIDAR Information (Obtained from the Connecticut
 Department of Transportation, Condition Survey (CT R339))

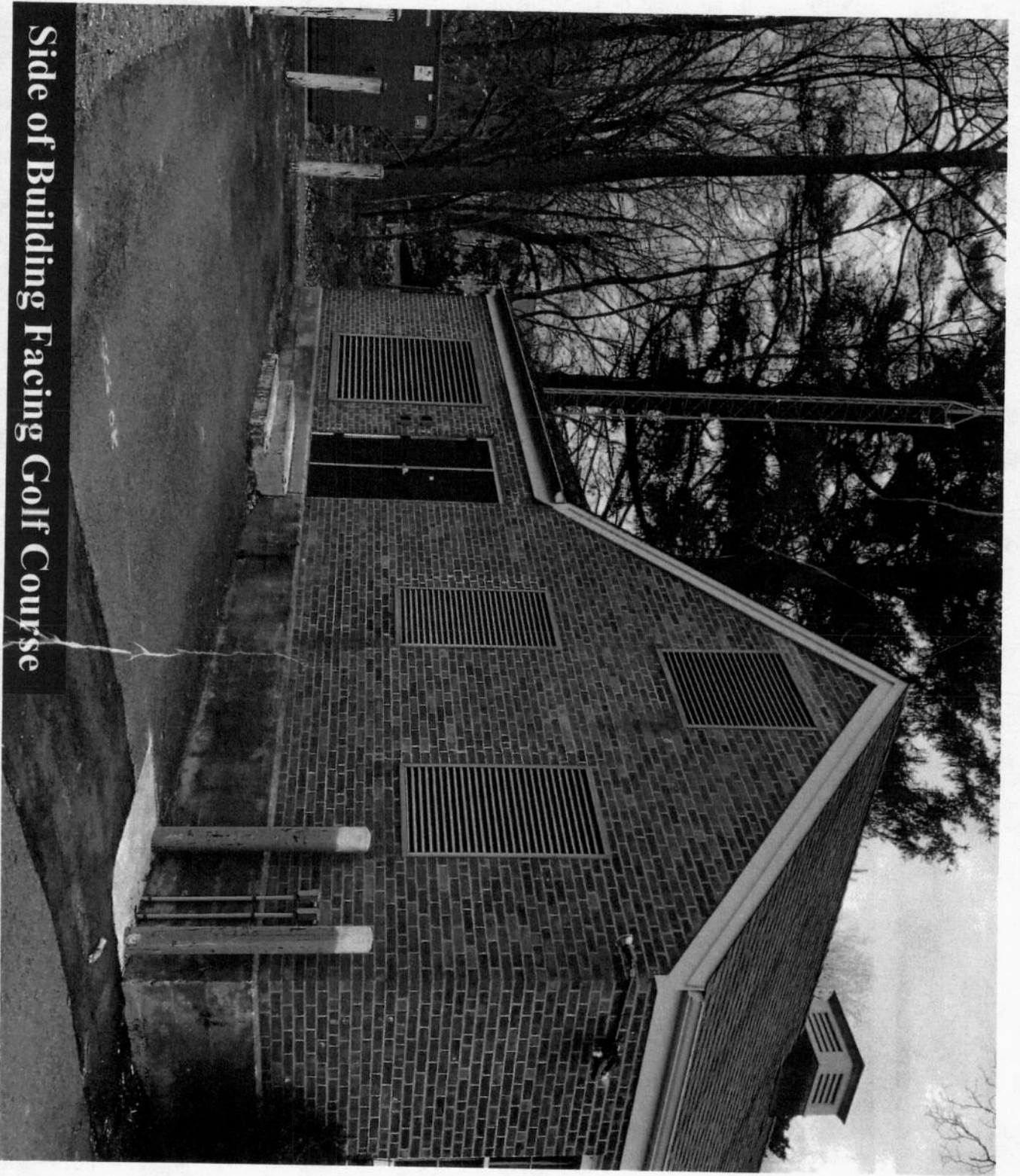
TH
TATA & HOWARD
 Date: January 2023 Not To Scale

**PROPOSED JEFFERSON STREET
 PUMPING STATION
 GOLF COURSE PROPERTY EASEMENT
 CONCEPTUAL SITE PLAN**

Figure No.
1



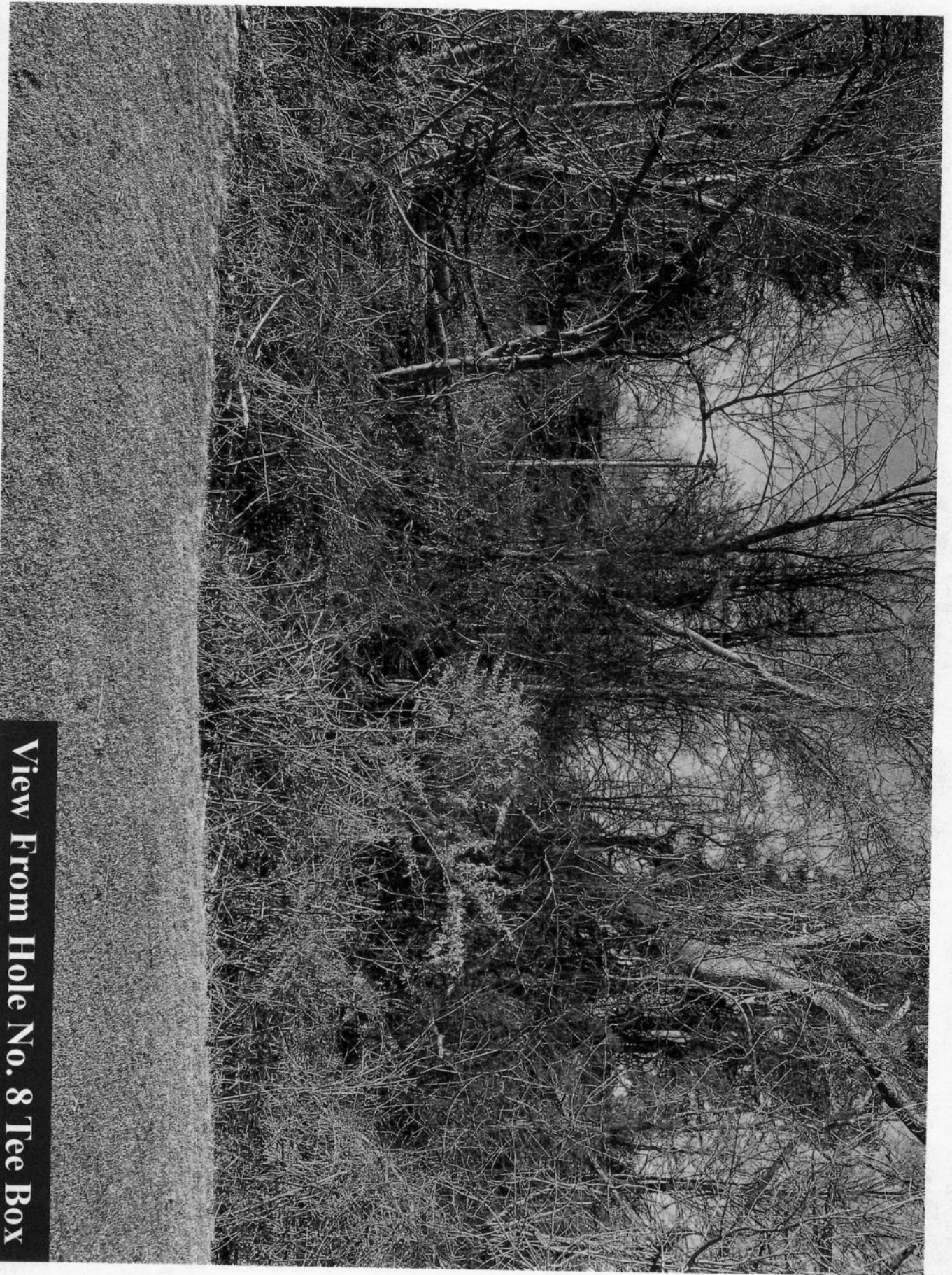
View From Jefferson Street



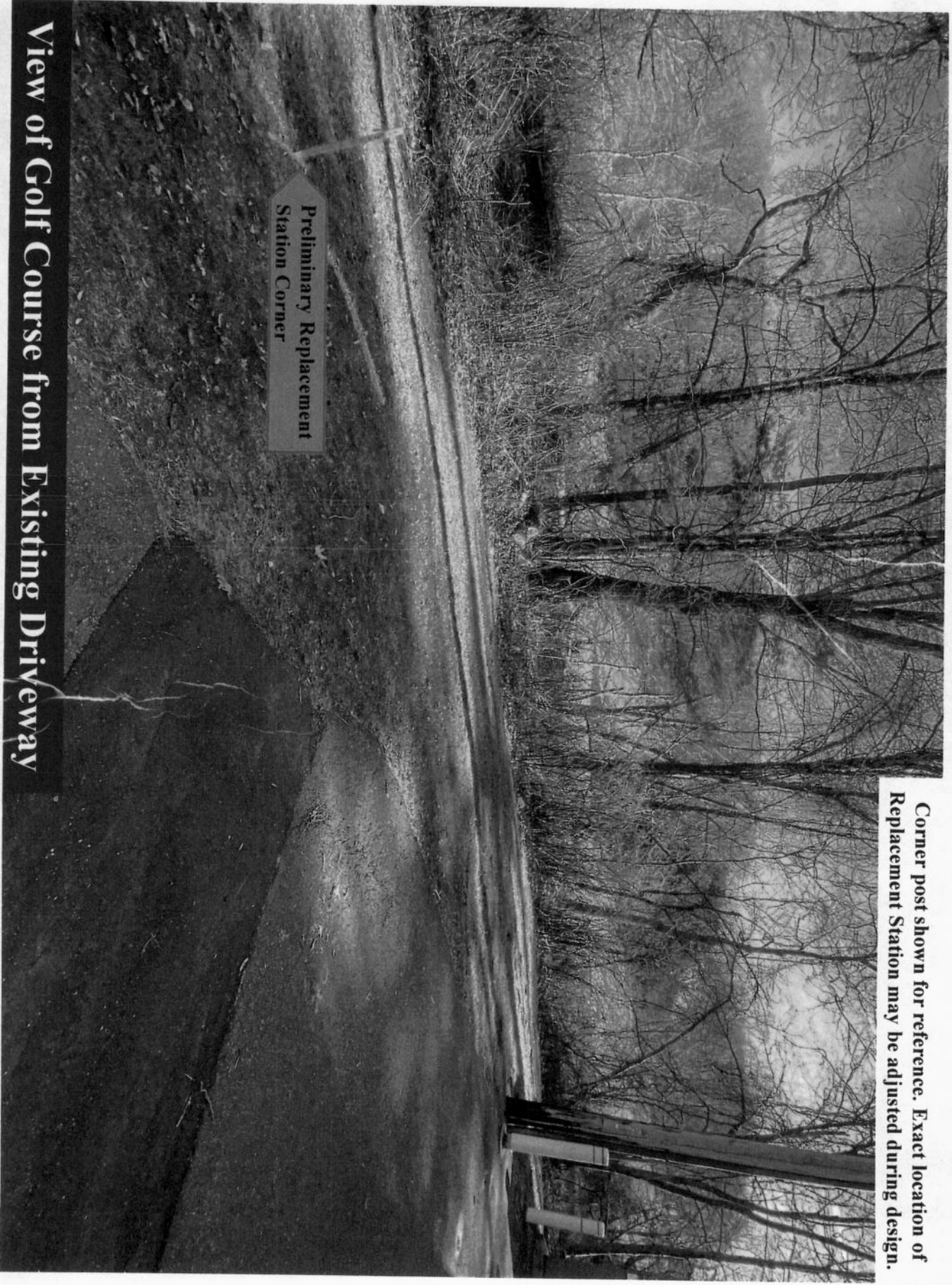
Side of Building Facing Golf Course


AQUARION
Water Company
S stewards of the Environment™





View From Hole No. 8 Tee Box



Corner post shown for reference. Exact location of Replacement Station may be adjusted during design.

Preliminary Replacement Station Corner

View of Golf Course from Existing Driveway



Facility Description

- Original facility erected in 1950 with several modifications since then.
- A critical facility for two Service Areas.
- Transfers water to Service Areas incorporating portions of Easton, Fairfield, Trumbull, and City of Bridgeport.
- Standby Generator can only run a single pump.
- Most equipment beyond its useful service life.




Limiting Size of Existing Structure

- No Redundant pumping capacity
 - Only one pump for each service area
- Floor space does not allow for the modification of the existing structure and piping to accommodate additional pumps.
- No longer meets industry or Aquarion Standards for Risk and Resiliency



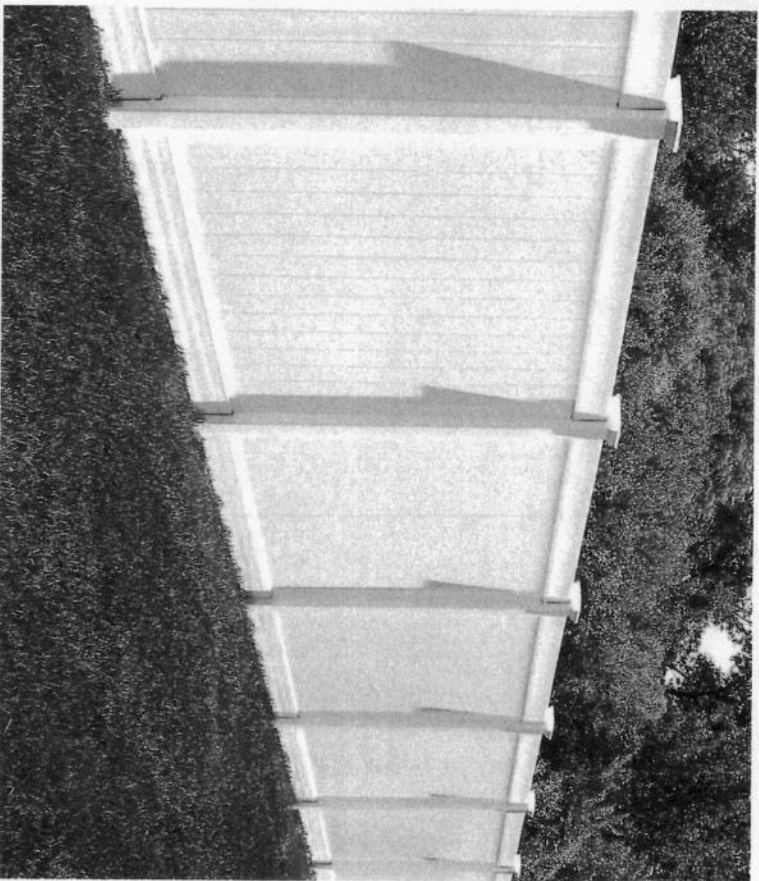
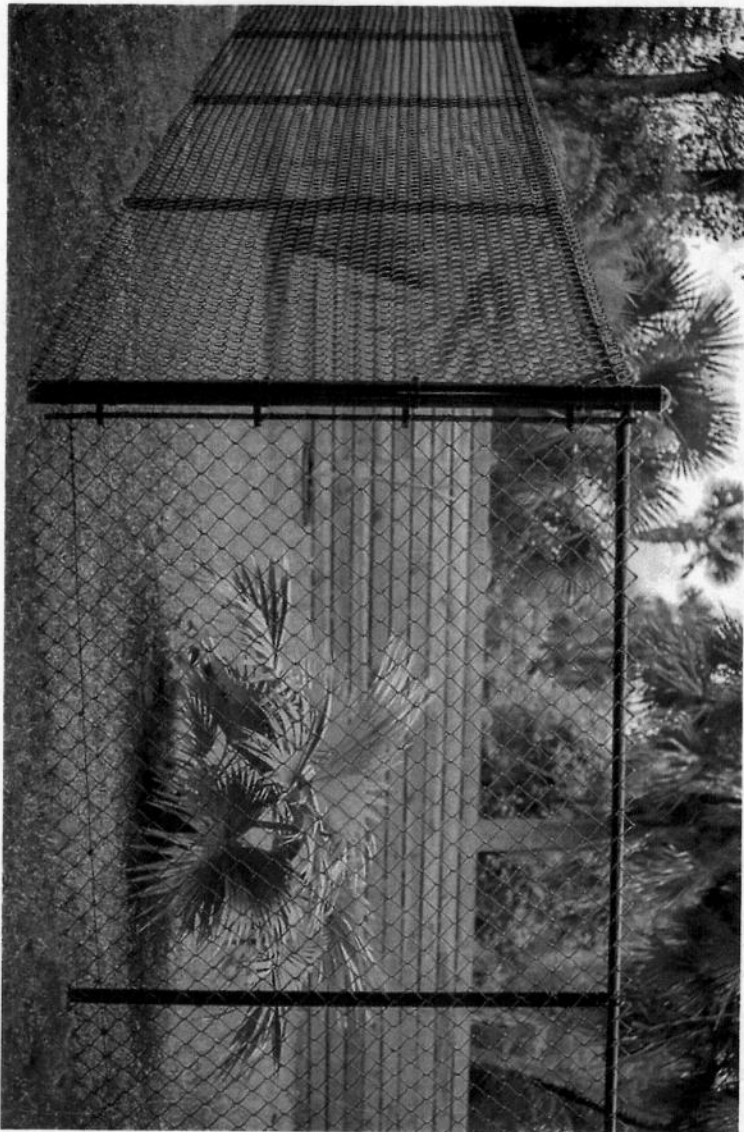
Elements of Improvement

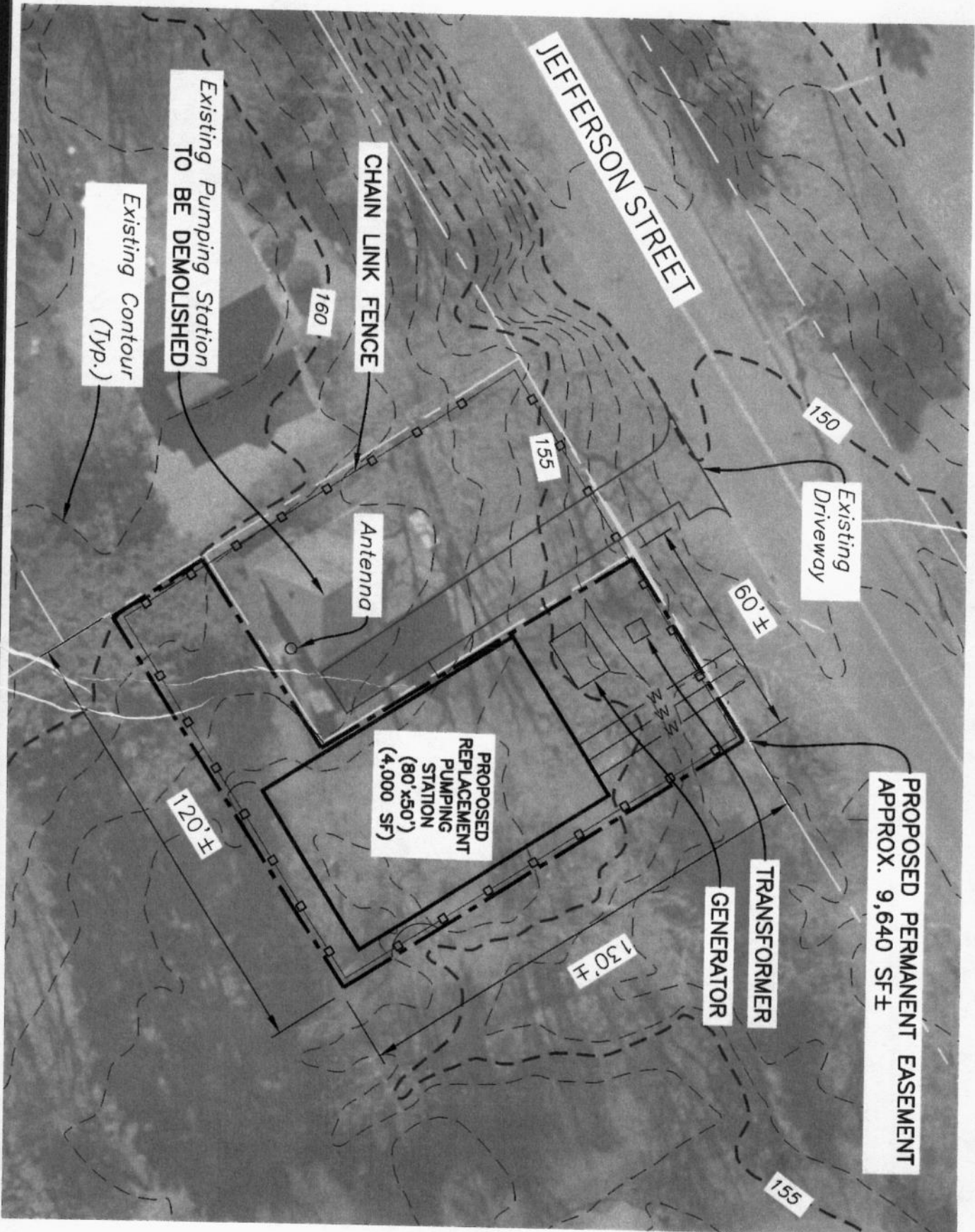
- Sized to accommodate multiple pumps for each Service Area.
- Standby generator set large enough to run the entire facility.
- Automated alarms and controls with remote monitoring capabilities.
- Safety and security improvements.



Considerations to Neighbors

- Replacement structure to mimic appearance of the existing structure (residential look)
- Standby generator (natural gas) housed in Sound Attenuating Enclosure
- Acoustic Louvers on wall openings
- Vegetation and fencing to screen the station





PROPOSED PERMANENT EASEMENT
APPROX. 9,640 SF±

PROPOSED
REPLACEMENT
PUMPING
STATION
(80'x50')
(4,000 SF)

TRANSFORMER
GENERATOR

Antenna

CHAIN LINK FENCE

Existing Pumping Station
TO BE DEMOLISHED

Existing Contour
(Typ.)

JEFFERSON STREET

Existing
Driveway



Jefferson Street Pumping Station

**Aquarion Water Company
of Connecticut**

InterFlood by a limate

Prepared for: Baldwin Pearson & Co
 2390 Easton Tpk
 Fairfield, CT 06825-1122



MAP DATA
 FEMA Special Flood Hazard Area No
 Map Number: 09001C0428F
 Zone X
 Map Date: June 18, 2010
 FIPS: 09001

MAP LEGEND

Areas inundated by 500-year flooding	Protected Areas
Areas inundated by 100-year flooding	Floodway
Velocity Hazard	Subject Area

Powered by CoreLogic®

Map date: 12/2013

CURRENT OWNER	TOPO	UTILITIES	STRT / ROAD	LOCATION	Bldg Name	Sec # 1 of 1	Card # 1 of 4	State Use 909C
BRIDGEPORT CITY OF C/O MAYORS OFFICE 45 LYON TER	1 Level 4 Rolling	1 All Public	1 Paved					Print Date 2/9/2023 11:09:52 AM
BRIDGEPORT CT 06604	Assoc. MAP 24 Lots LOT 1 I&E SuppF Notice Census 601	00011 00002 00000	FAIRCHIL D WHEEL R GOLF C OURSE					6051 FAIRFIELD, CT

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	C/U	V	SALE PRICE	VC	Assoc Pld#
BRIDGEPORT CITY OF	0164 0308	01-01-1800	U	V	0		

EXEMPTIONS		Amount	Description	Number	Amount	Comm Int
Year	Code					
		0.00	B			
Total		0.00				

ASSESSING NEIGHBORHOOD		OTHER ASSESSMENTS	
Nbhd	0040	Description	Amount
		Tracing	
NOTES			
8/30/13-REF V5049 P152 CONSV ESMT			
2015 NEW 60X160 GOLF CART = 20%			
2015-PRO SHOP, TOMMY'S GRILL & BAR, VAZZYS			
RESTAURANT, POWER LINE RUN THRU COURSE			
RECHECK 2016 - 8/14/17 C/O 155339			

BUILDING PERMIT RECORD		Amount	% Comp	Date Comp	Date	Comp	Comments
Permit Id	Issue Date						
B-22-1817	07-06-2022	3,000	100	11-29-2022	11-29-2022	**TMOBILE**INST 10 X 4 CO	
161899	12-08-2020	15,000	100	05-19-2021	05-19-2021	**T MOBILE**REPLACE 3 AN	
158233	12-11-2018	30,000	100	10-01-2019	10-01-2019	**FAIRCHILD WHEELER**ST	
157783	09-14-2018	15,000	100	10-01-2018	10-01-2018	**T MOBILE**REPLACE 6 PA	
BLD-15533	04-19-2017	28,500	100	07-28-2017	07-28-2017	**FAIRCHILD WHEELER WAT	
155339	04-19-2017	28,500	100	07-28-2017	07-28-2017	**FAIRCHILD WHEELER WAT	
151916	03-28-2015	498,000	100	03-22-2016	03-22-2016	RM/BLD CART BARN	

LAND LINE VALUATION SECTION		I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj
B Use Code	Description					
1 909C	Municipal Golf C	16.87	1.00000	C	C5	1.000
1 908C	Municipal Golf C	400,000.00	1.00000	0	C5	1.000
1 909C	Municipal Golf C	100,000.00	1.00000	0	C5	1.000
Total Card Land Units		311.80	AC			
Parcel Total Land Area		311.80				

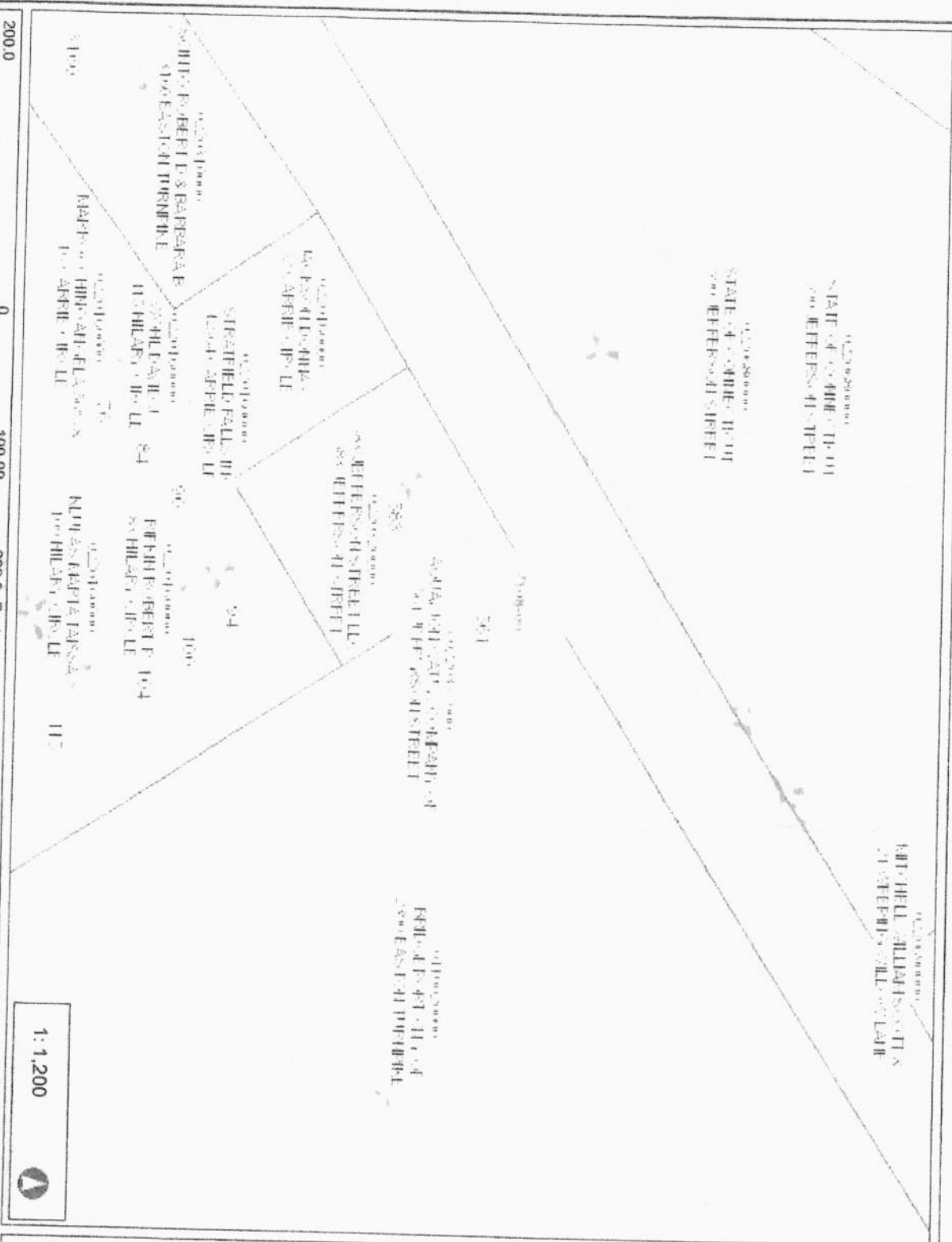
VISIT / CHANGE HISTORY		Date	Id	Type	Is	Cd	Purpose/Result
		08-14-2017	KC			40	No change
		12-07-2016	PJ	03		80	Change - Map Change
		10-01-2016	PJ			43	Change - Reinspection/Rer
		09-15-2015	JW			22	Bldg Permit Listed
		04-28-2015	PJ	02		99	VBPI - View by Physical In
		04-06-2015	ES			00	Measur+Listed
		04-26-2007	JP			40	No change
Total Appraised Parcel Value		19,602,700					

APPRAISED VALUE SUMMARY		Appraised Bldg. Value (Card)	Appraised Xf (B) Value (Bldg)	Appraised Ob (B) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value	Valuation Method
		1,851,900	11,300	2,797,800	14,941,700	0	19,602,700	C



Town of Fairfield

561 Jefferson Street Fairfield, CT



1:1,200



WQS_1984_Web_Mercator_Auxiliary_Sphere
Created by Greater Bridgeport Regional Council

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

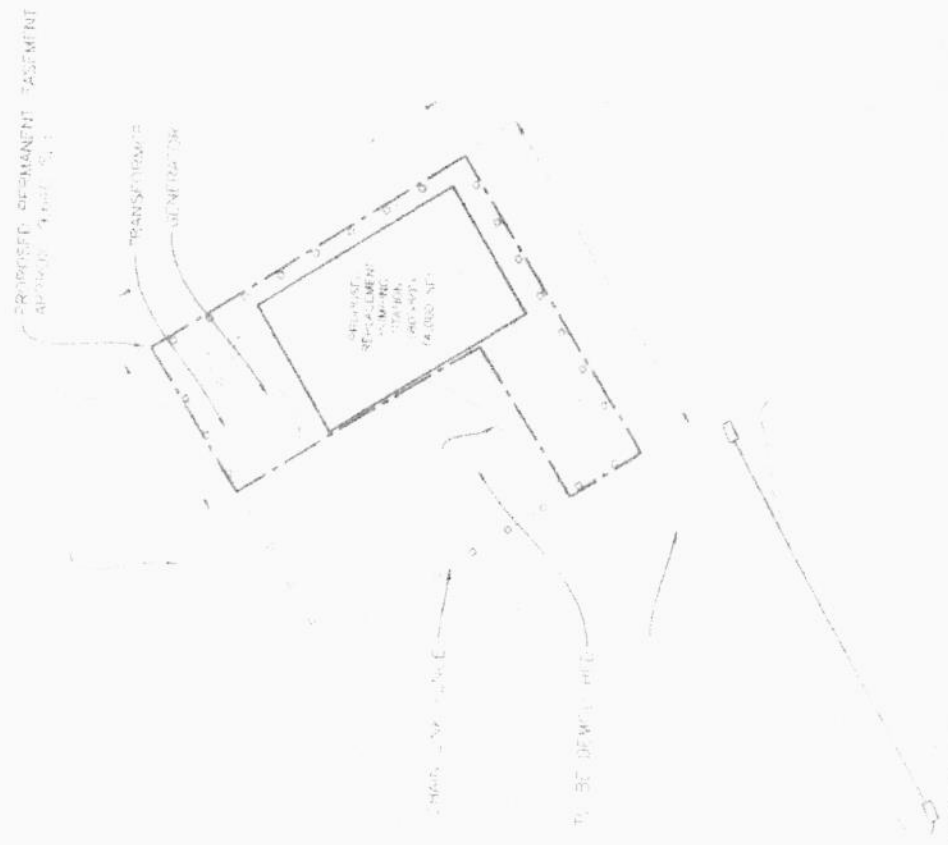
- Legend**
- Parcels
 - Local Basin Boundary
 - Major
 - Regional
 - Subregional
 - Local
 - Local Basin Area



1
SCALE

PROPOSED SEWERAGE TREATMENT PLANT
BY THE REGIONAL COUNCIL OF
SOUTH AFRICA

PROJ. NO. 12345
HL



AQUARION
Water & Wastewater
Solutions of the Environment



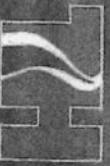
View From Hole No. 8 Tee Box

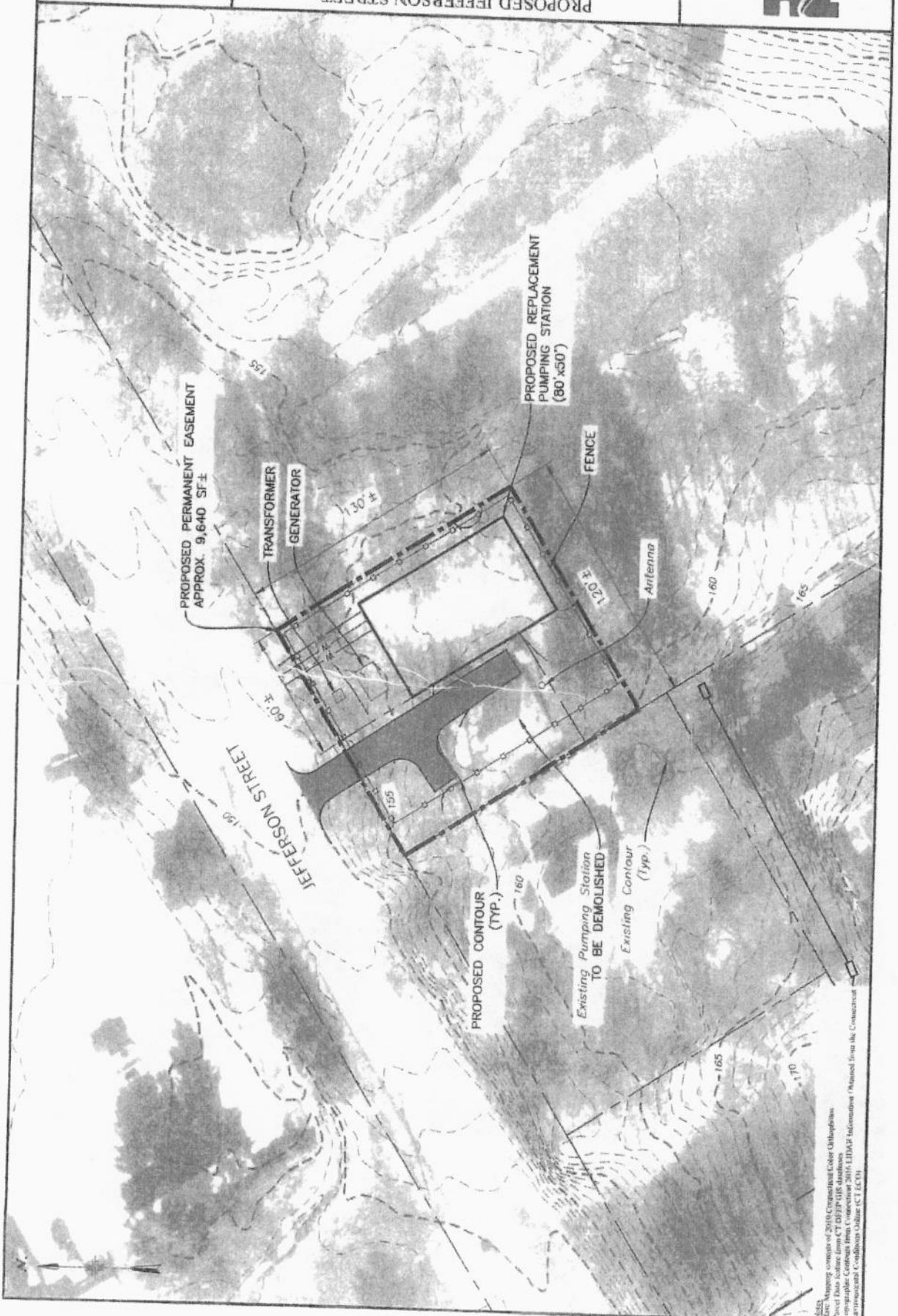


AQUARION

Airsoft Company

Manufactured in the People's Republic of China





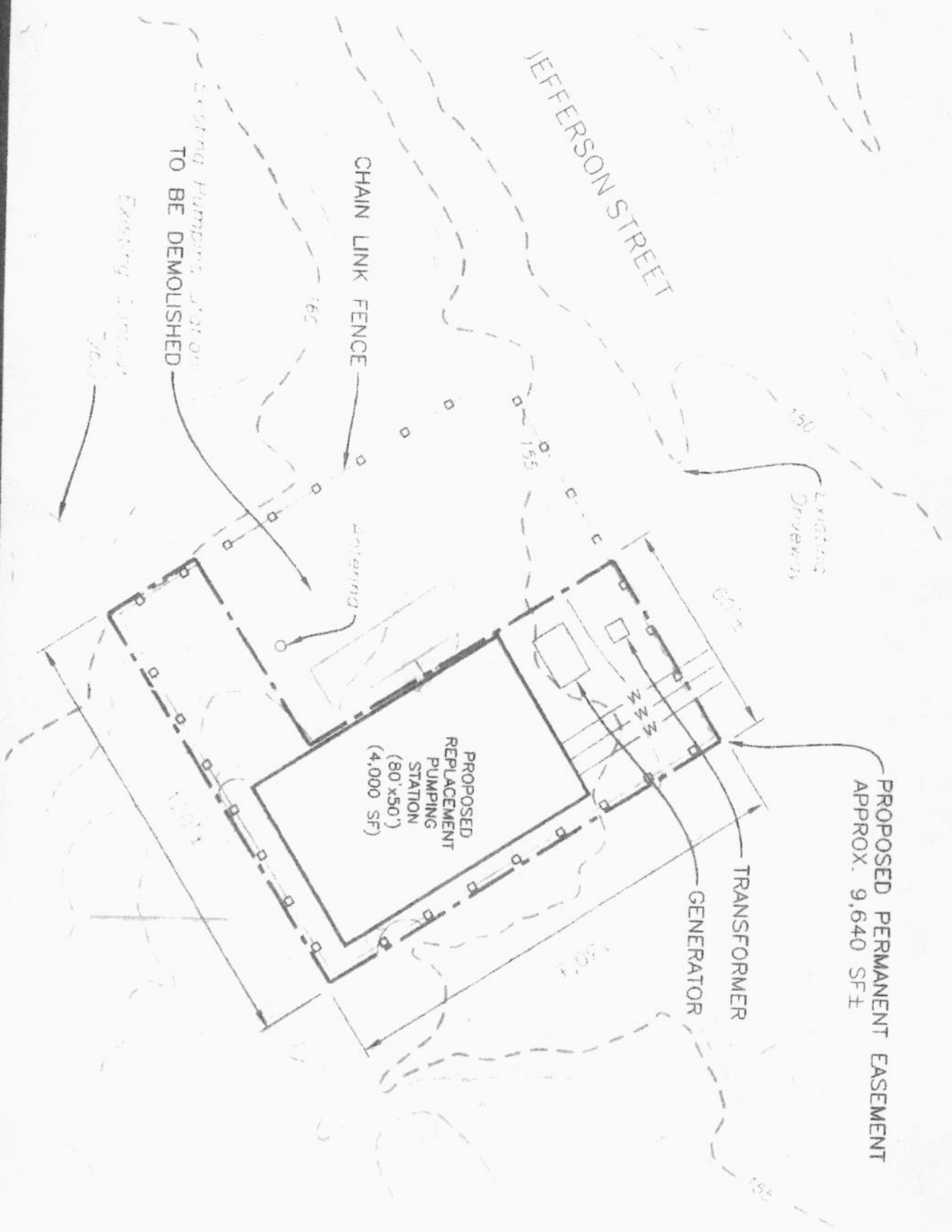
Notes:
 Base Mapping courtesy of 2010 Connecticut Center for Geographic Information
 State of Connecticut Dept. of Transportation GIS Database
 Vertical Datum: Connecticut State Plane (NAD 83) / Connecticut State Plane (NAD 83)
 Horizontal Datum: Connecticut State Plane (NAD 83)

SACRED HEART
UNIVERSITY

FAIRCHILD, WHEELER
SOLE COURSE

✧ AQUARION
Teacher Company
No records at the University of





PROPOSED PERMANENT EASEMENT
APPROX. 9,640 SF ±

JEFFERSON STREET

CHAIN LINK FENCE

Existing Pumping Station
TO BE DEMOLISHED

PROPOSED
REPLACEMENT
PUMPING
STATION
(80' x 50')
(4,000 SF)

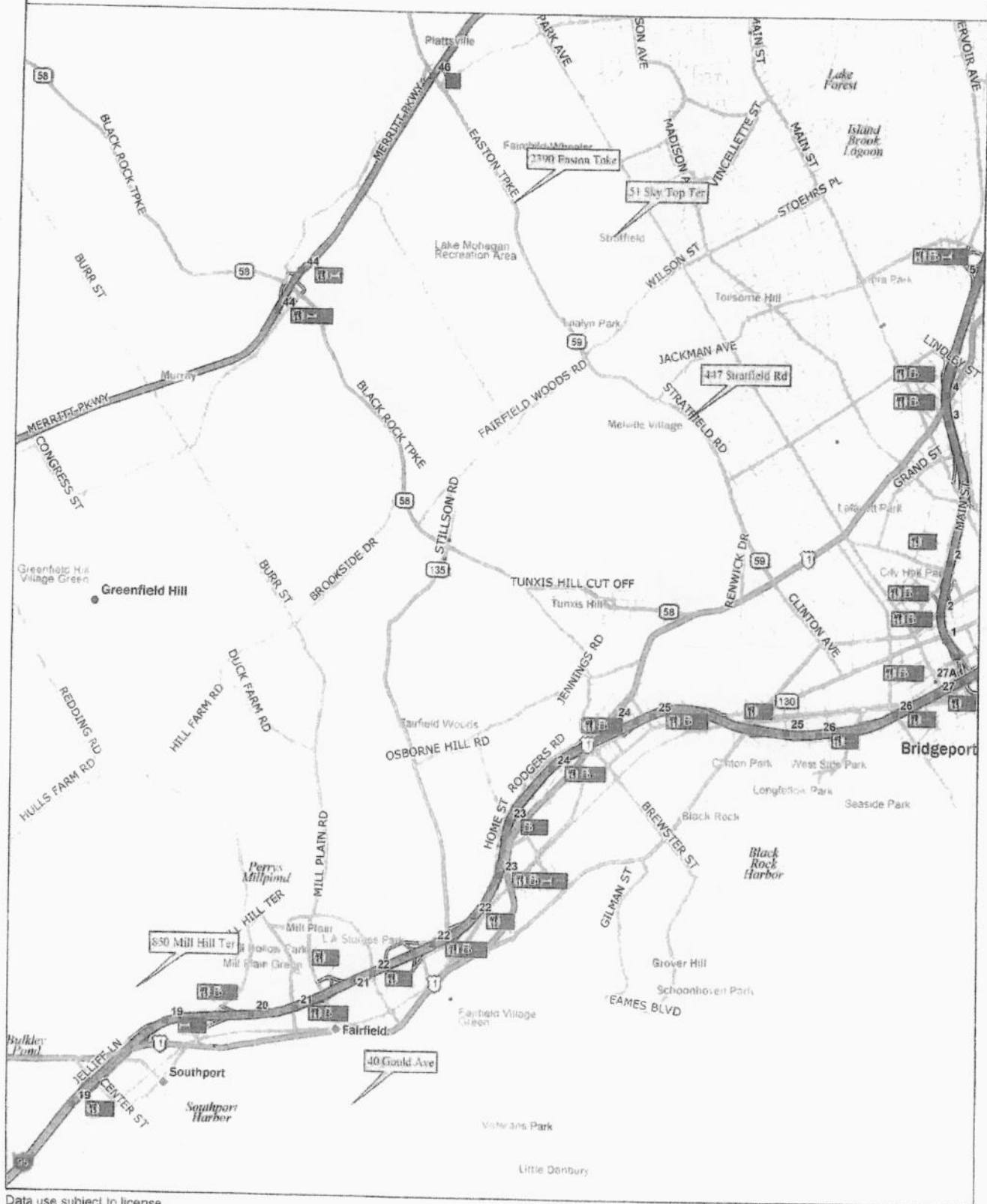
TRANSFORMER
GENERATOR

Existing Driveways

Existing Driveway

watering

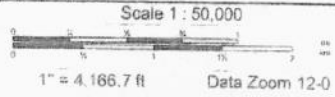
2390 Easton Tpke, Fairfield, CT



Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2012.

www.delorme.com



Notes:
 Design consists of 2019 Connecticut Cedar Ordinance
 Final Date of Construction: 2024
 Topographic Contours from Connecticut 2016 LIDAR Information Obtained from the Connecticut
 Environmental Conditions Online (CT ECO)



TH
TATA & HOWARD
 Date: October 2022 Not To Scale

**PROPOSED JEFFERSON STREET
 PUMPING STATION
 GOLF COURSE
 CONCEPTUAL SITE PLAN**

Figure No.
1



Notes:
 Base Mapping consists of 2019 Connecticut Color Orthophotos
 Project Data feature from CT DEP PORS database
 Environmental Conditions Database (CT ECD)

TH
TATA & HOWARD
 Date: January 2023 Not To Scale

**PROPOSED JEFFERSON STREET
 PUMPING STATION
 GOLF COURSE PROPERTY EASEMENT
 CONCEPTUAL SITE PLAN**

Figure No.
1

Return To:
Aquarion Water Company of Connecticut
Real Estate Department
600 Lindley Street
Bridgeport, CT 06606

**LEASE AGREEMENT
2390 EASTON TURNPIKE
FAIRFIELD, CONNECTICUT**

THIS LEASE AGREEMENT (hereinafter the "Lease") is made this ____ day of _____ 2023, by the **CITY OF BRIDGEPORT**, a Connecticut municipality, having an address of 999 Broad Street, Bridgeport, CT 06604 ("Lessor"), and **AQUARION WATER COMPANY OF CONNECTICUT**, a Connecticut corporation, having an office and place of business located at 600 Lindley Street, Bridgeport, CT 06604 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of all that certain piece or parcel of land located at 2390 Easton Turnpike, in the Town of Fairfield, County of Fairfield, and State of Connecticut, also known as Fairchild Wheeler Golf Course (the "Property"); and

WHEREAS, Lessor and Lessee desire to enter into an agreement for the use of a portion of the Property.

NOW, THEREFORE, in consideration of all the foregoing, and in further consideration of the obligations, terms and conditions hereinafter set forth and recited, Lessor hereby agrees to lease to Lessee a portion of the Property as follows:

1. **LOCATION:** A portion of that certain piece or parcel of land, situated on Easton Turnpike, in the Town of Fairfield, County of Fairfield, and State of Connecticut, which is more particularly described as "[Map Label]," on that certain drawing entitled, "[Map Name]", prepared by Tata & Howard, a copy of which drawing is attached hereto as Exhibit A (hereinafter the "Premises" or "Leased Premises"). It is expressly understood that all rights granted to Lessee under this Lease are irrevocable until this Lease expires or is sooner terminated according to the provisions contained herein.

2. **USE:**

(a) The Leased Premises is to be used by Lessee solely for the installation, operation, maintenance, repair, and replacement, at Lessee's expense, of a water pump station, and any related infrastructure or appurtenances thereto.

(b) All property or improvements attached to or otherwise brought onto the Leased Premises by Lessee shall at all times and for all purposes related to this Lease be Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the term of this Lease. Any damage caused to the Leased Premises by Lessee as a result of the removal by Lessee of its personal property shall be repaired by Lessee, at Lessee's sole cost and expense. At the end of the Term, as hereinafter defined, Lessee shall remove all improvements made to the Leased Premises and shall restore the Leased Premises to the condition as it exists on the date of execution of this Lease.

(c) Lessee, at its expense and with Lessor's reasonable cooperation, shall obtain all necessary governmental permits, approvals, and certificates required for work on the Leased Premises and shall cause all such work to be made in compliance with all applicable laws and requirements of governmental authorities and insurance bodies having jurisdiction thereof, in a good and workmanlike manner; and if Lessor so requests, Lessee shall deliver to Lessor evidence, reasonably satisfactory to Lessor, of any and all governmental consents or approvals and/or compliance with governmental requirements relating to any work on the Leased Premises.

(d) Lessee, at its expense and as soon as reasonably practicable, shall procure the cancellation or discharge of all notices of violation arising from or in any way relating to the work on the Leased Premises, which shall be issued by any governmental or quasi-governmental authority having or asserting jurisdiction.

(e) Lessor shall reasonably cooperate with Lessee and join in any applications for zoning variances and zoning ordinance amendments and special use permits for its use of the Leased Premises, provided that Lessee shall reimburse and hold Lessor harmless for reasonable costs or fees actually incurred and payable by Lessor in connection with such applications and approvals.

3. **TERM:** The initial term of this Lease shall be sixty (60) years, commencing on and from the first day of the month following the month in which this Lease is fully executed by the parties (the "Commencement Date"). The initial term of this Lease shall end on the day before the sixtieth (60th) anniversary of the Commencement Date. As used herein, "term" refers to the initial term and any renewal term as herein provided (the "Term").

4. **LEASE RENEWAL:** Provided Lessee is not then in default of any of the terms and conditions of this Lease, the Lessee shall have three (3) options to extend the Term for additional twenty (20) year periods, each twenty (20) year period a "Renewal Term," for such Rent, as defined below, as the parties shall at that time negotiate. Should Lessee desire to exercise such option, Lessee shall provide written notice to Lessor of its intention to renew the Lease at least One hundred eighty (180) days prior to the expiration of the then current term, TIME BEING OF THE ESSENCE. At the end of the third (3rd) Renewal Term, this Lease shall automatically terminate unless renewed for an additional term or terms by the parties upon terms and conditions acceptable to each.

5. **RENT.** Lessee shall pay to Lessor, as rent for the demised Leased Premises, the sum of One Hundred Forty Sixty Thousand and 00/100 Dollars (\$146,000.00) for the entire Initial Term. Rent for the Renewal Terms shall be in an amount to be agreed upon by the parties. Unless and until directed to pay and address to a different entity, all Rent due from Lessee under this Lease shall be made payable to City of Bridgeport, or its successor or assigns, and mailed to:

City of Bridgeport
Attn: Finance Department
45 Lyon Terrace
Bridgeport, CT 06604

6. **LESSEE'S RIGHT TO TERMINATE:** After the Commencement Date, during the Initial Term and any Renewal Term, should the Lessee cease to use the water pump station to be located on the Leased Premises, Lessee shall have the right to terminate this Lease by delivering

written notice, in accordance with Paragraph 16 hereof, to Lessor sixty (60) days in advance of said termination.

7. **INSURANCE:**

(a) Lessee shall, at its own expense, procure, carry, and maintain for the duration of this Lease the following insurance: (i) "All Risk" property insurance that insures Lessee's personal property for its full replacement cost; (ii) commercial general liability insurance having a limit for bodily injury and property damage of \$1,000,000.00 per occurrence; (iii) Workers' Compensation in accordance with statutory requirements; (iv) Employer's Liability Insurance with a limit of \$1,000,000.00 shall provide for payment to Lessee's employees employed in connection with this Lease; and (v) Automobile Bodily Injury Liability and Property Damage Insurance having a combined single limit of liability of \$1,000,000.00.

(b) All insurance required to be maintained by Lessee shall be issued by insurance companies authorized to do business in the State of Connecticut and rated not less than A-VII in Best's Insurance Guide. A certificate of insurance evidencing the insurance required under this Section shall be delivered to Lessor (10) days prior to the Commencement Date, or Lessee's access to the Premises, whichever is earlier. Every policy of insurance referred to in this Lease and each certificate therefore issued by the insurer shall (a) contain an express agreement by the insurer that no cancellation or nonrenewal in the coverage afforded under said policies will be effective until at least (to the extent same may be obtained by the insurance company) thirty (30) days' (fifteen (15) days' in the event of non-payment of premiums) prior written notice of such cancellation, non-renewal, or reduction has been given by the insurer to Lessor; and (b) provide for a waiver of all rights of recovery by way of subrogation against Lessor. Lessee shall endeavor to promptly advise Lessor of any policy cancellation, or non-renewal. All commercial general liability policies of insurance carried pursuant to this Article shall include as an additional insured Lessor (and its agents, servants, and employees), Lessor property management company and, if required, each mortgagee of the Premises, and each lessee of either or both the Building and the land thereunder, as their respective interests may appear. Lessee shall be entitled to satisfy the insurance obligations set forth in this Lease through the self-insurance program administered by the Lessee's corporate parent, Eversource Energy, in which case the obligations this Lease imposes on the Lessee's insurance carriers shall instead apply to the Lessee's self-insurance program.

(c) If Lessee shall fail to maintain such insurance as is required by this Section, Lessor may obtain such insurance, the amount of the premium or premiums paid by Lessor for such insurance shall be collectible as Additional Rent and invoiced to the Lessee.

(d) Lessee hereby waives any rights of action against Lessor for loss or damage covered by the insurance required hereunder and Lessee covenants and agrees to obtain a waiver from the carriers of such insurance policies releasing such carrier's subrogation rights as against Lessor. Lessee shall provide Lessor with Certificates of insurance which shall evidence that the insurance required hereunder is in full force and Lessor shall endeavor to provide thirty (30) days' written notice of cancellation that the carrier of such insurance waives all right of recovery by way of subrogation against Lessor. Lessee shall deliver new Certificates showing the renewal of the coverage when the policies renew and the certificates are available to Lessee.

(e) Lessee shall not do anything, or suffer or permit anything to be done in or about the Premises or the Building which shall (a) subject Lessor to any liability or responsibility for injury to any person or property by reason of any activity being conducted on the Premises, (b) cause any increase in the fire insurance rates applicable to the Premises, the Building or equipment or other property located therein, or (c) be prohibited by any license or other permit required or issued by Governmental Authority. Lessee, at Lessee's expense, shall comply with all rules, orders, regulations or requirements of the municipality's Fire Marshall and the Connecticut Fire Insurance Rating Organization or any similar body

(f) If Lessee fails to provide the aforementioned insurance in which the City (and its agents, servants, and employees) are named as additional named insureds under said policies, the Lessee will be responsible to, and agrees to, defend, indemnify, and hold the City (and its agents, servants, and employees) harmless for any claims or lawsuits for which the City (and its agents, servants, and/or employees) would have otherwise received defense and coverage under the aforesaid insurance policies.

8. COVENANT TO DEFEND, INDEMNIFY, AND HOLD HARMLESS:

(a) Lessee shall defend and indemnify Lessor (including Lessor's agents, servants, and employees, hereinafter "Lessor") and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, at or about the Premises, or arising from or out of the occupancy or use by Lessee (including Lessee's agents, servants, employees, invitees, or concessionaires, hereinafter "Lessee") of the Premises or any part thereof, or caused wholly or in part by any act or omission of Lessee, its agents, contractors, employees, lessees, invitees or concessionaires. If Lessor shall be made a party to any litigation or claim commenced by or against Lessee for such cause, or if Lessor alone is sued for such cause, then Lessee agrees to defend and indemnify and hold Lessor harmless except to the extent otherwise specified in subsection 8.

(b) Lessor shall not be liable for any accident or damage resulting through the use of electrical, and plumbing or other apparatus by Lessee. All personal property of Lessee in the Premises or in the building shall be at the risk of Lessee. Lessor shall not be responsible for the loss of or damages to property or injury to persons, occurring in or about the Premises that arise from or out of Lessee's use or occupancy of the Premises or arise from or out of any act or omission of Lessee by reason of any existing or future condition, defect, matter or thing in said Premises or the property of which the Premises are a part, or for the acts, omissions or negligence of other persons in and about the said property. Lessee agrees to defend and indemnify and save Lessor harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the Premises that arise from or out of Lessee's use or occupancy of the Premises or arise from or out of any act or omission of Lessee; *provided that* Lessee shall not be obligated to defend, indemnify and hold harmless Lessor, its agents, servants, and/or employees from any claims, and liability for losses of or damage to property, or injuries to persons, if caused by the negligent acts of Lessor, its agents, servants and/or employees.

9. **WARRANTY OF TITLE AND RIGHT TO LEASE:**

(a) Lessor represents and warrants that, to the best of its knowledge, Lessor solely owns and/or has the right to lease the Leased Premises.

(b) Both parties represent that they are duly organized/formed, validly existing, in good standing, and have all rights, power, and authority to make this Lease and bind themselves thereto through the party set forth as signatory of Lessor and Lessee set forth below.

(c) Both parties represent that they have not dealt with any real estate broker and that no brokerage commission is due to any real estate broker in connection with this Lease.

(d) Lessee shall have quiet and peaceful use, enjoyment, and possession of the Leased Premises during the Term of the Lease for its permitted uses, provided Lessee is not in default of any of the terms or conditions of this Lease (after notice and opportunity to cure).

10. **LESSEE'S RIGHT TO MAINTAIN SECURITY:** Lessee, at its cost and expense, may place, construct, and maintain a fence or any other commercially reasonable security device around any equipment or structure housing Lessee's personal property, or undertake any other appropriate means to restrict access thereto. Lessee's rights provided herein shall not interfere in any way with Lessor's right to access the Leased Premises.

11. **MECHANICS' LIENS:** If, because of any construction, addition, alteration or other activity by or on behalf of Lessee, any Notice of Intention, mechanic's or other lien, charge, or order for the payment of money or other encumbrance shall be filed against Lessor or the Leased Premises, Lessee shall, at its own cost and expense, cause same to be discharged of record, bonded or otherwise secured to Lessor's reasonable satisfaction within forty-five (45) days after Lessee's receipt of notice thereof. If Lessee fails to comply with the foregoing, Lessor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Lessee agrees that it shall promptly reimburse Lessor upon demand for all reasonable costs, expenses, and other sums of money in connection therewith.

12. **MAINTENANCE AND REPAIRS, UTILITIES:**

(a) Lessee shall perform all repairs necessary to keep the pump station and related equipment, and all other Lessee improvements located on the Leased Premises in good condition so that same do not create any material nuisance on the Leased Premises. Lessee shall maintain the Lease Premises, pump station and related equipment, and Lessee's other improvements thereon, in good condition and repair. Lessor shall have no responsibility to repair any damage to the Lease Premises unless such damage is caused by Lessor, Lessor's employees or Lessor's agents.

(b) Lessee, at its sole expense, shall arrange for its own separately metered electrical supply service from the local utility company and shall pay for all charges for electricity and other utilities consumed by Lessee. Lessee shall be permitted to bring a generator onto the Leased Premises for temporary or emergency power, provided that the generator shall comply with all state and local laws and regulations governing the use of same.

13. ENVIRONMENTAL MATTERS: Lessee and Lessor shall conduct their activities on the Leased Premises in compliance with all applicable environmental laws. Lessee and Lessor shall not store, produce, use or maintain any substance, chemical or waste that is defined as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on the Leased Premises in violation of any applicable law.

14. DEFAULT AND RIGHT TO CURE: Each of the following shall be deemed a default and a breach of this Agreement:

(a) Non-payment by Lessee of Rent due hereunder for a period of ten (10) days after receipt of written notice of such failure to pay from Lessor;

(b) Failure to perform any other covenant under this Lease for a period of thirty (30) days after receipt of notice from the non-defaulting party specifying the failure. No such failure, however, shall be deemed to exist if, because of any cause beyond the reasonable control of the defaulting party, the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, provided that the defaulting party shall have commenced good faith efforts to rectify the same within such thirty-day (30) period and if such efforts shall be prosecuted to completion with reasonable diligence and within a reasonable period of time. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it in law or in equity, if the default is not cured within such 30-day period (or extension thereof) the non-defaulting party shall have the right but not the obligation, to terminate this Lease on written notice pursuant to Paragraph 16 hereof, to take effect immediately.

(c) In the event Lessor has defaulted under the terms of this Agreement, and such default interferes with Lessee's ability to operate its pump station and related equipment, Lessor shall use reasonable efforts to cure such default as expeditiously as possible. If Lessor fails to promptly comply with the foregoing, Lessee shall have the option of curing such default, and Lessor agrees that it shall promptly reimburse Lessee upon demand for all reasonable costs, expenses, and other sums of money in connection therewith, including without limitation attorney fees and court costs.

15. ASSIGNMENT: Lessor may assign this Agreement to any future owner of the Leased Premises, provided said assignee will assume, and also become responsible to Lessee for the performance of all of the terms and conditions to be performed by Lessor under this Lease. Upon any such assignment by Lessor and assumption by such Assignee, Lessor shall be relieved from any and all liability hereunder to the Lessee. This Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessor to Lessee's principal, affiliates or subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets by reason of a merger, acquisition or other business reorganization; or to any public or private utility provider. Lessee shall provide to Lessor written notice of such assignment as soon as possible after the assignment. Lessee may not otherwise assign or sublet this Lease without Lessor's prior written consent. Lessor agrees that, upon any transfer or assignment of the Lease by Lessee accomplished in accordance with the terms of this Lease, Lessee shall be relieved of all future performances, liabilities and obligations under this Lease arising after the date of such assignment, provided that the assignee or transferee becomes bound to the Lessor under this Lease by signed written instrument delivered to the Lessor. Any future assignee shall be responsible for all the terms and conditions of this Lease from the date of any such assignment.

16. **NOTICES:** Unless otherwise provided herein, any notice of demand required or permitted to be given hereunder shall be given in writing by overnight delivery, certified or registered mail, return receipt requested, in a sealed envelope, postage prepaid, to be effective when received, refused or returned undelivered. Notice shall be addressed to the parties at the addresses hereinafter set forth. Either party hereto may change the place for the giving of notice to it by like written notice to the other as provided herein.

As to Lessor: Department of Public Facilities
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

With a copy to: Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

As to Lessee: Aquarion Water Company of CT
Real Estate Department
600 Lindley Street
Bridgeport, CT 06606

17. **SEVERABILITY:** If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provision were not contained herein, provided, however, that if the invalid, illegal or unenforceable provision is material to this Lease, this Lease may be terminated by either party on ten (10) days written notice to the other party hereto.

18. **AMENDMENT; WAIVER:** No revision of this Lease shall be valid unless made in writing and signed by an authorized representative of both parties. No provision of this Lease may be waived except in writing signed by both parties.

19. **BIND AND BENEFIT:** All the conditions and covenants contained in this Lease shall inure to the benefit of and be binding upon the successors and permitted assignees of each of the parties hereto.

20. **ENTIRE AGREEMENT:** This Lease and the Exhibit attached hereto constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

21. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Connecticut. Any action arising out of or related to the Lease shall be brought in State Court in Connecticut.

22. **COUNTERPARTS:** This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

23. **WAIVER OF LESSOR'S LIEN:** Lessor hereby waives any and all lien rights they may have, statutory or otherwise, concerning Lessee's pump station and related equipment on the Leased Premises or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

24. **COMMERCIAL TRANSACTION: COMMERCIAL TRANSACTION. THE PARTIES HERETO ACKNOWLEDGE THAT THIS IS A COMMERCIAL TRANSACTION AND LESSEE AND LESSOR HEREBY EXPRESSLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DEFENSE, COUNTERCLAIM, CROSSCLAIM AND/OR ANY FORM OF PROCEEDING WITH RESPECT TO THIS LEASE AND AS TO ANY ISSUE ARISING OR RELATING TO THE PREMISES OR THIS TRANSACTION.**

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Lease the date and year first written above.

Signed and delivered in the presence of:

Lessor:
CITY OF BRIDGEPORT
DEPARTMENT OF PUBLIC FACILITIES

Witness:

By _____
Craig Nadrizny
Director of Public Facilities

Witness:

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: Bridgeport

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by Craig Nadrizny, Director of Public Facilities, on behalf of the City of Bridgeport.

Notary Public/Commissioner of the Superior Court

Signed and delivered in
the presence of:

Lessee:
AQUARION WATER COMPANY OF
CONNECTICUT

Witness:

By _____
Daniel R. Lawrence
Vice President of Engineering
and Real Estate

Witness:

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: Bridgeport

The foregoing instrument was acknowledged before me this ___ day of
_____ 20___, by Daniel R. Lawrence, Vice President of Engineering and Real
Estate of Aquarion Water Company of Connecticut, a Connecticut corporation, on behalf of the
corporation.

Notary Public/Commissioner of the Superior Court

EXHIBIT A

?



OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor
October 26, 2023

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 (#24399)

Dear Ms. Martinez,

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.

If you have any questions or require any additional information, please contact me at 203-332-5665 or Angelica.Ojeda@bridgeportct.gov

Thank you,

Angelica Ojeda
Central Grants Office

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ANGELICA OJEDA



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative (#24399)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Angelica Ojeda

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department has been allocated funding through Special Act 21-15 to support youth violence prevention programs. Programs funded will provide a variety of services to reduce risk factors in communities with high levels of criminal activity, decrease the likelihood that youth who are exposed to risk factors will become involved in these activities, and provide intervention services.

ONTRACT PERIOD: 7/1/2023-6/30/2025

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 775,500.00
City:	\$
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Supplies:	\$
Contractual:	\$
Other:	\$

MATCH REQUIRED N/A		
	CASH	IN-KIND
Source:		
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 (# 24399)**

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 the **Special Act 21-15** 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 youth within the City to reduce risk factors in communities with high levels of criminal activity, decrease the likelihood that youth who are exposed to risk factors will become involved in these activities, and provide intervention services; 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 its **Youth Violence Prevention Initiative**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to 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.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

COMM. #03-23 Ref'd to ECD& Environment Committee
11/1/2023 on 12/04/2023

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

Re: Resolution – US DOT Reconnecting Communities and Neighborhoods – Congress St Bridge Capital Construction (#24663)

Attached, please find a Grant Summary and Resolution for the **US DOT Reconnecting Communities and Neighborhoods – Congress St Bridge Capital Construction** to be referred to the **Economic and Community Development and Environment Committee** of the City Council.

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

Thank you,

Joseph Katz
Central Grants Office

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CITY CLERK



GRANT SUMMARY

PROJECT TITLE: US DOT Reconnecting Communities and Neighborhoods – Congress St Bridge Capital Construction (#24663)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Joseph Katz

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION: US DOT Reconnecting Communities and Neighborhoods (RCN) grant program seeks to reconnect communities by removing, retrofitting, or mitigating transportation barriers to community connectivity, including to mobility, access, or economic development. With this application, we are seeking a Capital Construction Grant to rebuild the Congress St Bridge, which formerly connected the East Side with Downtown, including the multi-modal transportation hub. US DOT funds will be matched with local funds and CT DOT Local Bridge funds which were previously awarded several years ago.

CONTRACT PERIOD: TBD

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 22,104,081.71
State:	\$ 12,000,000.00
City:	\$ 10,581,990.43
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Construction:	\$ 22,104,081.71 (General construction including contingencies)
Contractual:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Construction:	\$ 22,581,990.43 (City cash accounts #8P663 and #1C663 as well as Local Bridge Program Funds)	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**United States Department of Transportation (US DOT)
Reconnecting Communities and Neighborhoods
Congress St Bridge Capital Construction
(#24663)**

WHEREAS, the **United States Department of Transportation (US DOT)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Reconnecting Communities and Neighborhoods** grant program; and

WHEREAS, this funding will be used to rebuild the Congress Street Bridge, which formerly connected Downtown with the East Side neighborhood; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **US DOT Reconnecting Communities and Neighborhoods** grant program to fund this important piece of Bridgeport infrastructure.

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 **US DOT** for the purpose of its **Reconnecting Communities and Neighborhoods** grant program; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee to accept any funds that result from the City's application to the **US DOT** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

COMM. #04-23 Ref'd to ECD& Environment Committee
on 12/04/2023

11/1/2023

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

**Re: Resolution – CT DECD Office of Brownfield Remediation and Development –
Municipal Grant Program (#24409)**

Attached, please find a Grant Summary and Resolution for the **CT DECD Office of Brownfield Remediation and Development – Municipal Grant Program** to be referred to the **Economic and Community Development and Environment Committee** of the City Council.

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

Thank you,


Joseph Katz
Central Grants Office

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BRIDGEPORT
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **CT DECD Office of Brownfield Remediation and Development – Municipal Grant Program (#24409)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The Brownfield Municipal Grant Program is a competitive program for municipalities and municipal entities, designed to assist with brownfield redevelopment projects in their communities that will make a significant economic impact. The City of Bridgeport is applying to support the redevelopment of the vacant site of the former A.G.I. Rubber Company on Stratford Avenue. With funding from this grant, the City will be able to spearhead environmental cleanup at this site, as well as raise the site's elevation and create resilient waterfront infrastructure. This work will facilitate the development of future mixed-use, mixed-income, transit-oriented development.

CONTRACT PERIOD: 12/1/2023 – 11/30/2026

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 0
State:	\$ 1,000,000.00
City:	\$ 500,000.00
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Construction:	\$ 1,000,000 (Remediation, excavation, contingencies)
Contractual:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Contractual:	\$ 250,000 (Design costs)	\$ 0
Construction:	\$ 250,000	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut Department of Economic and Community Development
Office of Brownfield Remediation and Development
Municipal Grant Program
(#24409)**

WHEREAS, the **Connecticut Department of Economic and Community Development (CT DECD)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Office of Brownfield Remediation and Development Municipal Grant Program**; and

WHEREAS, this funding will be used to support the redevelopment of the vacant site of the former A.G.I. Rubber Company on Stratford Avenue; and

WHEREAS, grant-funded activities will include environmental cleanup, the raising of the site's elevation, and the creation of resilient waterfront infrastructure; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT DECD Office of Brownfield Remediation and Development Municipal Grant Program** to fund work at this strategically located site.

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 **CT DECD** for the purpose of its **Office of Brownfield Remediation and Development Municipal Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee to accept any funds that result from the City's application to the **CT DECD** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

COMM. #05-23 Ref'd to ECD& Environment Committee
on 12/04/2023
11/1/2023

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

**Re: Resolution – Environmental Protection Agency (EPA) Environmental Justice
Government-to-Government Program (#24574)**

Attached, please find a Grant Summary and Resolution for the **Environmental Protection Agency (EPA) Environmental Justice Government-to-Government Program** to be referred to the **Economic and Community Development and Environment Committee** of the City Council.

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

Thank you,

Joseph Katz
Central Grants Office

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CITY CLERKS OFFICE
23 NOV - 1 PM 2:21
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **Environmental Protection Agency (EPA) Environmental Justice Government-to-Government Program (#24574)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The Environmental Justice Government-to-Government (EJG2G) program provides funding at the state, local, territorial, and tribal level to support government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms. The City of Bridgeport is applying to fund a "complete streets" project on a 0.5-mile stretch of East Main St which has seen a disproportionate number of pedestrian/cyclist accidents and fatalities. This will include new "alternative transportation" amenities as well as environmentally friendly infrastructure (e.g. plantings and bioswales). The City will partner with Groundwork Bridgeport to facilitate community outreach meetings and assist with project implementation.

CONTRACT PERIOD: 12/1/2023 – 11/30/2026

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 1,000,000.00
State:	\$ 0
City:	\$ 0
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$ 0
Supplies:	\$ 2,500.00
Construction:	\$ 550,000.00 (General construction)
Contractual:	\$ 247,500.00 (Engineering)
Other:	\$ 200,000.00 (Subaward to Groundwork Bridgeport)

MATCH REQUIRED - NONE		
	CASH	IN-KIND
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**Environmental Protection Agency (EPA)
Environmental Justice Government-to-Government Program
(#24574)**

WHEREAS, the **Environmental Protection Agency (EPA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Environmental Justice Government-to-Government Program**; and

WHEREAS, this funding will be used to fund a "complete streets" project on a 0.5-mile stretch of East Main St which has seen a disproportionate number of pedestrian/cyclist accidents and fatalities; and

WHEREAS, this project will include new "alternative transportation" amenities as well as environmentally friendly infrastructure such as plantings and/or bioswales; and

WHEREAS, the City will partner with a community-based organization to facilitate community outreach meetings and assist with project implementation; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Environmental Justice Government-to-Government Program** grant program to fund this important work.

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 **US DOT** for the purpose of its **Reconnecting Communities and Neighborhoods** grant program; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee to accept any funds that result from the City's application to the **US DOT** 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 CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
November 1, 2023
Mayor

COMM. #06-23 Ref'd to ECD& Environment Committee
on 12/04/2023

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

**Re: Resolution – United States Conference of Mayors – 2024 Childhood Obesity
Prevention/Environmental Health and Sustainability Awards (#24305)**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **United States Conference of Mayors
2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards** to be referred
to the **Committee on Economic and Community Development and the Environment** of the City
Council.

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

Thank you,


Joseph Katz
Central Grants Office

RECEIVED
CITY CLERKS OFFICE
23 NOV - 1 PM 2:21
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: United States Conference of Mayors – 2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards (#24305)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The USCM Childhood Obesity Prevention/Environmental Health and Sustainability Awards supports programs that aim to improve the health and wellness of the nation's children, families, neighborhoods, and cities. If awarded, the City of Bridgeport will make infrastructure improvements at existing community gardens, provide high-quality programming regarding gardening and healthy cooking/eating, and sustain the City-run East Side Farmer's Market and Bridgeport Bucks voucher program.

CONTRACT PERIOD: 1 year (1/1/24 – 12/31/24)

Federal:	\$
State:	\$
City:	\$
Other:	\$ 175,000

GRANT FUNDED -	
Salaries/Benefits:	\$ 0
Construction:	\$70,000 (Community garden infrastructure)
Equipment and Supplies	\$ 15,000 (Farmer's Market tent, seeds and seedlings for gardeners)
Contractual:	\$ 75,000 (Program Coordinator and Instructors)
Other:	\$ 15,000 (Farmer's Market Vouchers)

MATCH REQUIRED – None		
	CASH	IN-KIND
Source:	\$ 0	\$0

A Resolution by the Bridgeport City Council

Regarding the

**United States Conference of Mayors
2024 Childhood Obesity Prevention/Environmental Health
and Sustainability Awards
(#24305)**

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

WHEREAS, this funding has been made possible through the **2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards**; and

WHEREAS, this funding will be utilized to make infrastructure improvements at existing community gardens, provide high-quality programming regarding gardening and healthy cooking/eating, and sustain the City-run East Side Farmer's Market and Bridgeport Bucks voucher program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards** to fund these important efforts.

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

1. That it is cognizant of the City's grant application to and contract with the **United States Conference of Mayors** for the purpose of the **2024 Childhood Obesity Prevention/Environmental Health and Sustainability Awards**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee to accept any funds that result from the City's application to the **United States Conference of Mayors** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

COMM. #07-23 REF'd to ECD& Environment Committee
on 12/04/2023

11/1/2023

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

**Re: Resolution – US DOT Reconnecting Communities and Neighborhoods – Route 8
Decking Community Planning (#24893)**

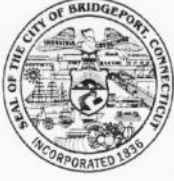
Attached, please find a Grant Summary and Resolution for the **US DOT Reconnecting Communities and Neighborhoods – Route 8 Decking** to be referred to the **Economic and Community Development and Environment Committee** of the City Council.

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

Thank you,

Joseph Katz
Central Grants Office

RECEIVED
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23 NOV -1 PM 2:20
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **US DOT Reconnecting Communities and Neighborhoods – Route 8 Decking Community Planning (#24893)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: US DOT Reconnecting Communities and Neighborhoods (RCN) grant program seeks to reconnect communities by removing, retrofitting, or mitigating transportation barriers to community connectivity, including to mobility, access, or economic development. With this application, we are seeking a Community Planning Grant to study the effects of a potential project to deck over sections of Route 8, reconnecting the Hollow with Downtown. Once completed, this project will have us well-positioned to apply for construction funds in a future grant round.

CONTRACT PERIOD: TBD

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 1,000,000.00
State:	\$ 0
City:	\$ 0
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Construction:	\$ 0
Contractual:	\$ 1,000,000.00

MATCH REQUIRED - NONE		
	CASH	IN-KIND
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**United States Department of Transportation (US DOT)
Reconnecting Communities and Neighborhoods
Route 8 Decking Community Planning
(#24893)**

WHEREAS, the **United States Department of Transportation (US DOT)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Reconnecting Communities and Neighborhoods** grant program; and

WHEREAS, this funding will be used to study the effects of a potential project to deck over sections of Route 8, reconnecting the Hollow neighborhood with Downtown Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **US DOT Reconnecting Communities and Neighborhoods** grant program to fund this important study.

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

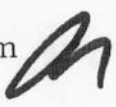
1. That it is cognizant of the City's grant application to and contract with the **US DOT** for the purpose of its **Reconnecting Communities and Neighborhoods** grant program; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee to accept any funds that result from the City's application to the **US DOT** 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. #08-23 Ref'd to Miscellaneous Matters Committee
On 12/04/2023

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim 
DATE: November 21, 2023
RE: Boards & Commissions

Please place the following name on the December 4, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Fair Rent Commission**:

Jerome Roberts (U)
215 Daniels Avenue
Bridgeport, CT 06606

This term shall expire on 12/31/2026.

JPG/AT

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23 NOV 27 PM 2:16
CITY CLERK

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



RECEIVED
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23 NOV 29 AM 9:11
CITY CLERK

November 27, 2023

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of Lonnie Blackwell v. City of Bridgeport, et al, Docket No. 3:21-cv-778 (KAD)

Dear Councilpersons:

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

EXECUTIVE SUMMARY

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Deputy City Attorney John P. Bohannon and Associate City Attorney Richard G. Kascak, Jr., contact information above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** Police Captain Lonnie Blackwell's complaint in this action alleges a single count of unlawful retaliation in violation of 42 U.S.C. §1981 on account of an internal complaint of racial discrimination he filed against former Chief Garcia on July 20, 2020 and a retaliation complaint he filed with the EEOC and CCHRO on February 3, 2021.

In her Summary Judgment Ruling, Judge Arterton narrowed the triable issues to whether Garcia retaliated against Blackwell on September 10, 2021 by transferring him from Patrol to the Administrative Services division with significantly fewer officers to supervise and/or in August 2021 by imposing as discipline the loss of five paid holidays.

Blackwell alleges that the OIA investigation was retaliatory and did not follow contractual provisions. Additionally, Blackwell claimed that Garcia retaliated against him by removing the television from Community Services and denying him a printer.

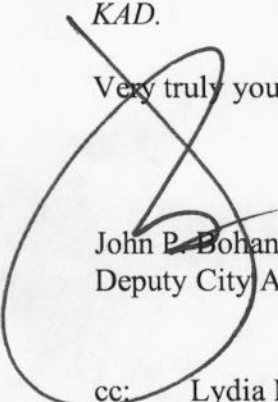
f. Council Action Requested: Approval of proposed settlement in the total amount of \$35,000.00 to Lonnie Blackwell and \$10,000.00 to Willinger, Willinger & Bucci PC. (for attorney's fees and litigation costs).

g. Financial Impact Analysis: Total cost to the City will be \$35,000.00 to Lonnie Blackwell and \$10,000.00 to Willinger, Willinger & Bucci PC.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

i. Proposed Motion: Motion to authorize and approve payment of \$45,000.00, in full and final settlement of *Matter of Lonnie Blackwell v. City of Bridgeport, et al, Docket No. 3:21-cv-778 KAD*.

Very truly yours,



John P. Bohannon, Jr.
Deputy City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, City Attorney
Richard G. Kascak, Jr., Associate City Attorney
Carolina Lopez, Paralegal

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

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

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



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ART 100-1
CITY CLERK

November 27, 2023

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of Jonathan Johnson v. Jonathan Simmons & City of Bridgeport, Docket No. FBT-CV-21-6111245-S

Dear Councilpersons:

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

EXECUTIVE SUMMARY

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Lawrence A. Ouellette, Jr. – contact info above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** Complaint alleges that on 12/2/20, the 72-year-old plaintiff/pedestrian was struck on a crosswalk by a speeding police cruiser at the intersection of E. Main St. and Huntington Turnpike. Police cruiser at the time was responding to an emergency call with lights and siren on which the plaintiff claims he did not see or hear until the point of impact. Plaintiff incurred medical bills totaling \$101,776.45 for treatment for claimed rib fractures, lower back

fractures between L-2 to L-4, and a left tibia fracture, for which the plaintiff's orthopedic doctor diagnosed plaintiff as having: 1) a 20% to 25% permanent partial disability rating to the left leg; and 2) the need for full knee replacement surgery projected to cost an additional \$40,000, for all of which the plaintiff communicated an initial settlement demand of \$475,000.


f. Council Action Requested: Approval of request for settlement at Judge Clark's pretrial settlement figure of \$280,000.00.

g. Financial Impact Analysis: Total cost to the City will be \$280,000.00, to be paid to Attorney Douglas P. Mahoney of Robinson Mahoney, PLLC, 1210 Post Road, Fairfield, CT 06824 in his capacity as Trustee for Jonathan Johnson.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

i. Proposed Motion: Motion to authorize and approve payment of \$280,000.00 in full and final settlement of *Jonathan Johnson v. Jonathan Simmons & City of Bridgeport, Docket No. FBT-CV-21-6111245-S*.

Very truly yours,


Lawrence A. Ouellette, Jr.
Associate City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, City Attorney
Amanda L. Keppler, Paralegal



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

November 28, 2023

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

RE: Resolution –State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program & Tuberculosis Control Program (#24232 & #24233)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program & Tuberculosis Control Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or Angelica.Ojeda@Bridgeportct.gov.

Thank you,

Angelica Ojeda
Central Grants Office

RECEIVED
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ATTACHED
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program & Tuberculosis Control Program (#24232 & #24233)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Angelica Ojeda

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Health and Social Services Department is seeking funding made available through the state to reduce the incidence of Sexually Transmitted Diseases and Tuberculosis in Connecticut. The purpose of this funding is to provide services that are intended to reduce incidences through the use of prevention, screening, and treatment services.

CONTRACT PERIOD: 10/01/2023 – 6/30/2024

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 76,435 (\$30,601 STD) (\$45,834 TB)
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Contractual:	\$ 64,000.00 (DOCs Medical Group)
Transportation:	\$ 2,000.00 (HIV/STD/TB-related seminars to learn about up-to-date information and best practices)
Training:	\$ 3,000.00 (Education and skills development in STD/TB management)
Supplies:	\$ 3,955.89 (General office supplies)
Marketing/Printing	\$ 3,479.11 (Radio, and flyers to promote the STD/TB services and provide education)

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:		

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program
& Tuberculosis Control Program (#24232 & #24233)**

WHEREAS, the **State of Connecticut Department of Public Health** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program & Tuberculosis Control Program**; and

WHEREAS, funds under this grant will be used to support core public health functions; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the monitoring of health status to identify and solve community health problems and inform, educate and empower persons in the community.

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 Department of Public Health** for the purpose of the **Sexually Transmitted Diseases Control Program & Tuberculosis Control Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to accept any funds that result from the City's application to the **State of Connecticut Department of Public Health Sexually Transmitted Diseases Control Program & Tuberculosis Control 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 CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

**COMM. #13-23 Ref'd to ECD & Environment Committee
on 12/04/2023**

November 29, 2023

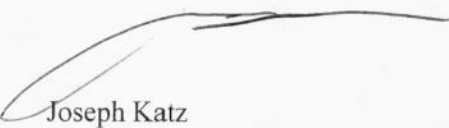
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program Round 4

Attached, please find a Grant Summary and Resolution for the **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program Round 4** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

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

Thank you,


Joseph Katz
Central Grants Office

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29 NOV 29 PM 4: 15
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program Round 4 (#24435; #24439; and #24441)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking a total of \$31,323,988.86 through Round 4 of the CT DECD Community Investment Fund (CIF) 2030 to fund three economic development projects, including a planning project to study the potential effects of a City Hall consolidation plan, a capital project to make safety, lighting, and placemaking improvements to the Old Mill Green, and a capital project to improve the Stratford Ave corridor in the East End.

With the proposed City Hall Consolidation Plan project, the City of Bridgeport will explore the feasibility of consolidating and making better use of city-owned buildings and properties with the goal of making city services more accessible to Bridgeport residents.

If the Old Mill Greenway Connections project is funded, the City will make safety, lighting, and placemaking improvements to the Old Mill Green located on Boston Avenue, ultimately providing greater connectivity to and increasing utilization of the space. This work will expand upon other projects occurring in the area, such as the Complete Streets project on East Main Street and the improvements occurring along Seaview Avenue. DECD funds will be matched with local, state and federal funds, some of which have been already allocated to the broader project area.

If approved, funds for Stratford Ave Corridor Improvements will be used to implement the East End Streets Study, which focused on Stratford Avenue and Connecticut Avenue in the East End neighborhood. Improvements will include the conversion of Stratford Avenue to a two-way street as well as pedestrian, bicyclist, and safety improvements along both streets. DECD funds will be matched with state and local funds already expended to support the planning study of these corridors.

CONTRACT PERIOD: tbd

TOTAL REQUEST: \$31,323,988.86

City Hall Consolidation Plan – \$250,00.00

Old Mill Greenway Connections - \$5,232,488.86

Stratford Ave Corridor Improvements - \$25,841,500.00

BUDGET – City Hall Consolidation Plan (#24435)

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 250,000.00

City:	\$
Private funds:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Planning:	\$ 250,000.00
Other:	\$ 0

MATCH REQUIRED – NONE		
	CASH	IN-KIND
Demolition:	\$ 0	\$ 0
Property Value:	\$ 0	\$ 0

BUDGET – Old Mill Greenway Connections (#24439)

FUNDING SOURCES (include matching funds):	
Federal:	\$ 1,000,000
State:	\$ 5,232,488.86
City:	\$ 0
Other:	\$ 3,500,000 (Seaview Ave Improvements)

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 5,232,488.86
Design:	\$
Other:	\$

MATCH REQUIRED		
	CASH	IN-KIND
Construction:	\$ 1,000,000 (Federal EJG2G grant)	\$
	\$ 3,500,000 (Seaview Ave Improvements)	
	\$ 800,000 (CT DOT East Side Connectivity Grant)	
Remediation:	\$	\$ 0

BUDGET – Stratford Ave Corridor Improvements (#24441)

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 26,141,500
City:	\$ 149,000.00
Other:	\$ 5,200,000.00 (Town of Stratford)

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 21,634,360.00
Contractual:	\$ 4,207,140.00
Other:	\$

MATCH REQUIRED	
-----------------------	--

	CASH	IN-KIND
Planning:	\$ 149,000 (City cash expended)	\$
	\$ 300,000 (State cash expended)	
Other:	\$ 5,200,000 (Town of Stratford)	\$

A Resolution by the Bridgeport City Council

Regarding the

**CT Department of Economic and Community Development
Community Investment Fund 2030 Grant Program
(#24435; #24439; and #24441)**

WHEREAS, the **CT Department of Economic and Community Development** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Community Investment Fund 2030 Grant Program**; and

WHEREAS, funds under this grant will be used to fund three economic development projects including:

**City Hall Consolidation Plan
Old Mill Greenway Connections
Stratford Ave Corridor Improvements**

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program** to fund these critical projects;

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 **CT Department of Economic and Community Development** for the purpose of its **Community Investment Fund 2030 Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT Department of Economic and Community Development** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.



OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM

Mayor
November 29, 2023

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

Re: Resolution – State of Connecticut Department of Children and Families – Youth Services Bureau (#24532)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Children and Families – Youth Services Bureau (#24532)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or Angelica.Ojeda@Bridgeportct.gov.

Thank you,

Angelica Ojeda
Central Grants Office

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23 NOV 29 PM 4: 15
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Children and Families – Youth Services Bureau (#24532)**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: Angelica Ojeda

PHONE NUMBER: **203-332-5665**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Department of Health and Social Services seeks funding to support youth programs funded through the Youth Services Division. Funding from this program will support recreation and outreach programs for Bridgeport youth. Services included in this program address critical issues such as juvenile justice, mental health, child welfare, teenage parenting, and youth development. The City will subcontract with nonprofit organizations to carry out these activities.

CONTRACT PERIOD: July 1, 2023 – June 30, 2024

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	
Federal:	\$0
State:	\$160,834
City:	\$115,866
Other:	\$0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Personnel	\$69,271 (\$51,042/\$18,229)
Contractual	\$76,563
Counseling	\$7,500
Mentoring	\$7,500

MATCH PROJECT FUNDS REQUESTED	
Contractual:	\$114,866 (General fund)
Supplies	\$200 (General fund)
Communication	\$300 (General fund)
Food	\$500 (General fund)

A Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Department of Children and Families

Youth Services Bureau (#24532)

WHEREAS, the **State of Connecticut Department of Children and Families** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Youth Services Bureau**; and

WHEREAS, funds under this grant will be used to fund Youth Services administrative staff and non-profit organizations to provide direct program services for youth; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Children and Families** to support Youth Service Bureau activities;

WHEREAS, these activities will provide community youth with juvenile justice, mental health, pregnancy prevention, parental education, community outreach, and positive youth development services.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Children and Families** for the purpose of its **Youth Services Bureau**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to execute and file such application with the **State of Connecticut Department of Children and Families – Youth Services Bureau** 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 CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM

Mayor
November 28, 2023

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

RE: Resolution – State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#24540)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#24540)** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-56654 or Angelica.Ojeda@Bridgeportct.gov.

Thank you,

Angelica Ojeda
Central Grants Office

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CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#24540)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Angelica Ojeda

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Department of Health and Social Services seeks funding to provide community youth with enhancements to existing juvenile justice, mental health, child welfare, pregnancy prevention, parental education, community outreach and positive youth development services. The City will continue to subcontract with Bridgeport's Juvenile Review Board to provide case management services to youth referred to Bridgeport's JRB for status and misdemeanor offense including linking youth to community opportunities and services to prevent them from reoffending. Positive interventions should include mentoring, tutoring, pro-social activities, and special events. Anticipated youth to be served 125.

CONTRACT PERIOD: July 1, 2023 – June 30, 2024

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	
Federal:	\$0
State:	\$17,208
City:	\$0
Other:	\$0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Contractual	\$17,208

A Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Department of Children and Families

Youth Services Bureau Enhancement Grant (#24540)

WHEREAS, the **State of Connecticut Department of Children and Families** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Youth Services Bureau Enhancement Grant**; and

WHEREAS, funds under this grant will be used to provide funding to support juvenile justice programming; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Children and Families** to support the Juvenile Review Board.

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 Department of Children and Families** for the purpose of its **Youth Services Bureau Enhancement Grant**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to execute and file such application with the **State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant** 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 CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

November 28, 2023

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

RECEIVED
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23 NOV 29 PM 4: 15
OFFICE OF THE CITY CLERK

**Re: Resolution –State of Connecticut Department of Transportation (FY24-FY28)
Speed and Aggressive Driving Enforcement
Click it or Ticket Enforcement
Distracted Driving- High Visibility Enforcement**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Transportation** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

**Grants: State of Connecticut Department of Transportation
Speed and Aggressive Driving Enforcement (#24323 - #28323)
Click it or Ticket Enforcement (#24326 - #28326)
Distracted Driving- High Visibility Enforcement (#24327 - #28327)**

If you have any questions or require any additional information, please contact me at 203-332-5665 or Angelica.Ojeda@bridgeportct.gov.

Thank you,

Angelica Ojeda
Central Grants Office



GRANT SUMMARY

PROJECT TITLES: **State of Connecticut Department of Transportation
Speed and Aggressive Driving Enforcement (#24323 - #28323)
Click it or Ticket Enforcement (#24326 - #28326)
Distracted Driving- High Visibility Enforcement (#24327 - #28327)**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Angelica Ojeda**

PHONE NUMBER: **203-332-5665**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department is seeking funds available annually through formula grants for reimbursement of safe driving enforcement. The funds will be used to cover the overtime for the traffic detail during specific times of the year as dictated by the funder and pre-determined locations based on high traffic volume. This resolution is being requested to cover a 5-year period due to the purpose and allocation remaining relatively the same from year to year. In addition, the timeframe for the submission of application to project completion is typically shorter than the Council Resolution timeframe.

CONTRACT PERIOD: FY24-FY28

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

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Supplies:	\$
Construction:	\$
Other:	\$

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

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Transportation
Speed and Aggressive Driving Enforcement (#24323 - #28323)
Click it or Ticket Enforcement (#24326 - #28326)
Distracted Driving- High Visibility Enforcement (#24327 - #28327)**

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

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Transportation**; and

WHEREAS, funds under these grants will be used to cover overtime costs of personnel during traffic enforcement details; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit applications to the **State of Connecticut Department of Transportation** to demonstrate a commitment to safer driving habits.

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

1. That it is cognizant of the City's grant applications to and contract with the **State of Connecticut Department of Transportation** for the purpose of; **Speed and Aggressive Driving Enforcement; Click it or Ticket Enforcement; Distracted Driving- High Visibility Enforcement** and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to accept any funds that result from the City's application to the **State of Connecticut Department of Transportation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut

OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

November 28, 2023

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

RE: Resolution – State of Connecticut Office of Policy and Management- FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#24604)

Dear Ms. Martinez,

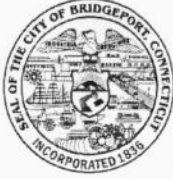
Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Policy and Management- FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or angelica.ojeda@bridgeportct.gov.

Thank you,

Angelica Ojeda
Central Grants Office

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CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Office of Policy and Management- FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#24604)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Angelica Ojeda

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department is eligible to seek funding from the JAG grant program for the purpose of improving the functioning of the criminal justice system, with emphasis on violent crime and serious offenders. JAG funding is a statutory formula allocation based on violent crime data and population.

Funding will be utilized for the overtime costs of officers working in the Fairfield County Auto Theft Task Force. Officers will work collectively to prevent, and/or dismantle/disrupt acts of violence by concentrating efforts on recovering stolen vehicles before they can be utilized in commission of violent crimes, and apprehending violators by way of investigative efforts by local partners.

CONTRACT PERIOD: 12/1/23 – 2/9/24

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 110,013.11
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Equipment:	\$ 0
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Equipment:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

**Regarding the
State of Connecticut Office of Policy and Management- FY 24 Edward Byrne Memorial Justice
Assistance Grant (JAG) Program (#24604)**

WHEREAS, the **State of Connecticut Office of Policy and Management** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **FY 2024 Edward Byrne Memorial Justice Assistance (JAG) Grant**; 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;

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 submit an application to the **State of Connecticut Office of Policy and Management** 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 **State of Connecticut Office of Policy and Management** for the purpose of its **FY 2024 Edward Byrne Memorial Justice Assistance (JAG) Grant**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to accept any funds that result from the City's application to the **State of Connecticut Office of Policy and Management** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY ATTORNEY
Mark T. Anastasi

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

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

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



November 27, 2023

To Each City Council Member
of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Notice of Intent to Settle: *Kiana Gallimore v. Tykeyice Freeman*
Docket No. FBT-CV-21-6111992-S**

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced litigation, which stems from an incident on September 8, 2021 as follows. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interest of the City of Bridgeport.

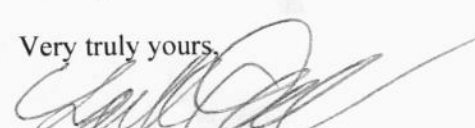
<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Kiana Gallimore	Personal Injury	Joseph DeLucia, Esq. DeLucia & Levine, LLC 1875 Park Avenue Bridgeport, CT 06615	\$16,260.29

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

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

Thank you.

Very truly yours,


Lawrence A. Ouellette, Jr.
Associate City Attorney

cc: Lydia Martinez, City Clerk
Mark T. Anastasi, City Attorney
Amanda L. Keppler, Paralegal

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CITY CLERK



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 11-23
Submitting Department / Contact Name: Central Grants Office / Joseph Katz
Subject: Grant Submission: re State of Connecticut Department of Public Health - Public Health Workforce Development. (#24486)
Referred to Committee: Immediate Consideration
City Council Date: December 4, 2023

Attest:

Lydia N. Martinez

12/4/2023

Lydia N. Martinez, City Clerk

Date

Approved by:

[Signature]

Joseph P. Ganim, Mayor

12/7/23

Date

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ATTEST
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City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

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

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM
Mayor

COMM. #11-23 Ref'd for IMMEDIATE CONSIDERATION on 12/4/2023

November 16, 2023

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

Re: Resolution - State of Connecticut Department of Public Health – Public Health Workforce Development (#24486)

Dear Ms. Martinez,

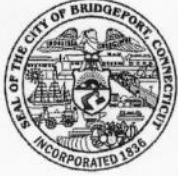
Attached please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health – Public Health Workforce Development**. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, December 4, 2023 for **IMMEDIATE CONSIDERATION** in order to accept these grant funds prior to the State deadline.

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

Thank you,

Joseph Katz
Central Grants Office

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GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Public Health – Public Health Workforce Development (#24486)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: This is Federal funding that is being passed through the Connecticut Department of Public Health with the intention of helping local health departments retain public health staff, support and sustain the public health workforce, and train new and existing public health staff. With these funds, the Bridgeport Department of Health and Social Services will retain a epidemiologist and a health educator to continue serving Bridgeport residents. Funds will also be utilized to train Department staff and allow the Department Director or Deputy to take part in annual NACCHO and APHA conferences.

CONTRACT PERIOD: 11/1/2023 – 11/30/2027

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 0
State:	\$ 774,339.00
City:	\$ 0
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Contractual:	\$ 707,200.00 (Epidemiologist and Health Educator)
Other:	\$ 67,139.00 (Conferences and Training)

MATCH REQUIRED - NONE		
	CASH	IN-KIND
Salaries/Benefits:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health
Public Health Workforce Development
(#24486)**

WHEREAS, the **State of Connecticut Department of Public Health** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Public Health Workforce Development** grant program; and

WHEREAS, funds under this grant will be used to support and sustain the public health workforce at the City of Bridgeport Department of Health and Social Services; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services submits an application to the **State of Connecticut Department of Public Health – Public Health Workforce Development** to hire and/or retain these critical staff members.

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 Department of Public Health** for the purpose of its **Public Health Workforce Development** program; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee to accept any funds that result from the City's application to the **State of Connecticut Department of Public Health** 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 CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number:	19-23
Submitting Department / Contact Name	Office of Labor Relations & Benefits Administration Monqencelo T. Miles, Benefits Manager
Subject:	Proposed Vision Benefit Plan Agreement between the City of Bridgeport/ Bridgeport Board of Education and EyeMed Vision Care, LLC and First American Administrators, Inc. (FAA) to be effective on January 1, 2024.
Referred to Committee:	Immediate Consideration
City Council Date:	December 4, 2023

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

12/04/2023

Date

Approved by:

Joseph P. Sanim

Joseph P. Sanim, Mayor

12/7/23

Date

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CITY CLERK



CITY OF BRIDGEPORT, CONNECTICUT

OFFICE OF LABOR RELATIONS & BENEFITS ADMINISTRATION

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7224

EROLL V. SKYERS
Attorney

MONQUENCELO T. MILES
Benefits Manager

JOSEPH P. GANIM
Mayor

November 27, 2023

Aidee Nieves, City Council President
City Council
999 Broad Street
Bridgeport, CT 06604

RE: Request for Immediate Consideration – Vision Benefit Plan Contract

Dear President Nieves:

I am attaching the EyeMed Vision Benefit Plan Agreement for your immediate consideration. If approved, the contract will be effective on January 1, 2024.

Also, I have included a presentation that explains the RFP process that was completed to facilitate the contract. If the contract is not approved, the City/BBOE will have to process our claims, which is not ideal.

Please feel free to contact us if you have any questions, comments, or concerns regarding this request or the presentation. Thank you.

Sincerely,


Monquencelo T. Miles
Benefits Manager

Pc: Eroll Skyers, Director of Labor Relations
File

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Vision Benefits Plan
RFP Presentation

BFX023238

Benefits Administration a division of Labor
Relations



Carrier for Vision
Benefit Plan RFP
Process

- RFP Issued 8/17/2022
- 3-year contract 1/1/2023 – 12/31/2025
- Option of two (2) annual 1-year renewals

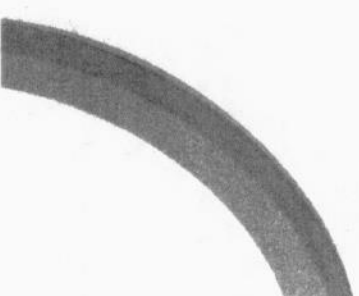
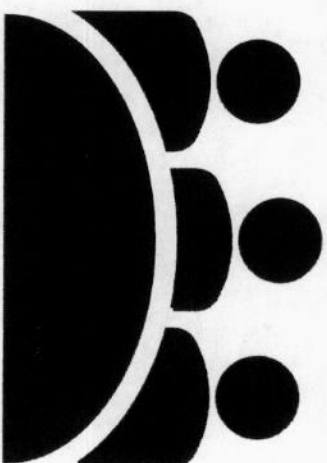
RFP Bid Opening 9/21/2022


- 4 responses received
 - VSP Vision Care – Incumbent (VSP)
 - EyeMed Vision Care, L.L.C. (EyeMed)
 - National Vision Administrators, L.L.C. (NVA)
 - Anthem Blue Cross Blue Shield (Anthem)



Analysis, Interviews and Selection

- Analysis of the RFP responses was performed by Segal Consulting
- VSP and EyeMed were interviewed
- Selection Committee selected – EyeMed
- Bridgeport Board of Education approved – 6/12/2023
- Board of Public Purchases approved 7/12/2023
- Contract agreed to by City and EyeMed – 10/10/2023





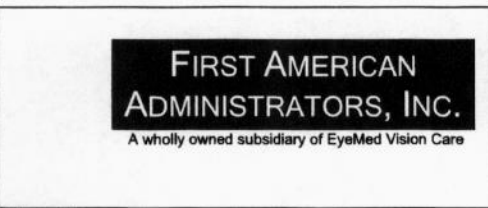
Carrier for Vision Benefit Plan - Savings

- The projected savings by moving to EyeMed 1/1/2023– 12/31/2025*
- City \$46,000 to \$50,000
- BOE \$27,500 to \$30,000

*The effective date was changed to 1/1/2024 awaiting all required approvals.



FEE FOR SERVICE AGREEMENT



City of Bridgeport and Bridgeport Board of Education

This Agreement is entered into by and between EyeMed Vision Care, LLC ("EyeMed") and First American Administrators, Inc. ("FAA"), with their principal place of business at 4000 Luxottica Place, Mason, OH 45040 and City of Bridgeport and the Bridgeport Board of Education, each with their principal place of business at 45 Lyon Terrace, Bridgeport, CT 06604 as Employer and Plan Administrator (collectively, the "Employer", acting through the City of Bridgeport Benefits Department).

RECITALS

Employer provides benefits for its employees and their qualified dependents and intends to continue vision benefits to such Participants (as defined herein);

Employer has elected to pay for these vision benefits by self-funding vision benefits under its Plan (the "Plan") and contracting out claims administration and Vision Network administration services;

Employer wishes to engage the services of EyeMed and FAA to provide a vision benefit, claims administration, and Vision Network administration to assist employer in their responsibilities as Employer for self-funded vision benefits;

EyeMed makes its Vision Network of Participating Providers available to Employer's Members who have vision care coverage;

FAA, a wholly owned subsidiary of EyeMed and a duly licensed third-party administrator in required states, provides certain administrative services available to Employer's Members who have vision care coverage.

For the engagement of a Vision Network provider, the Employer issued a Request For Proposals dated August 19, 2022 and EyeMed was selected based upon its response dated July 12, 2023 to the Request For Proposals as the preferred provider based upon an analysis and recommendation by The Segal Group, Inc, the Employer's consultant; and

The Request For Proposals and the EyeMed response are incorporated by reference as if fully set forth herein. Any deviation from or inconsistency between the RFP, the proposal and this Agreement shall be resolved in favor of the RFP, then the proposal and lastly by this Agreement in descending order.

NOW, THEREFORE, in accordance with the terms and conditions contained herein, the parties agree as follows:

The above recitals are incorporated by reference into the body of this agreement with full legal force and effect.

I. EFFECTIVE DATE, TERM AND RENEWAL

A. Effective Date

This Agreement is effective January 1, 2024 ("Effective Date") and shall continue until terminated pursuant to this Agreement. For purposes of this Agreement: (i) all references to "Business Days" shall mean a day when EyeMed and/or FAA and Employer are open for business, excluding Saturday and Sunday; and (ii) any references to a particular time of the day shall be considered Eastern Time.

B. Term

The Agreement shall commence on the Effective Date and have an initial term of forty-eight (48) months (the "Initial Term") and shall renew for two 1 year renewals (each a "Renewal Term") in the sole and absolute discretion of the Employer unless (i) Employer gives written notice to EyeMed at least ninety (90) days prior to the expiration of the Initial Term or any twelve Renewal Term that it does not intend to renew the Term; (ii) EyeMed gives written notice to Employer at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term; or (iii) the Agreement is otherwise terminated in accordance with Section XII.

C. Renewal

At least one hundred twenty (120) calendar days prior to the end of the Initial Term, EyeMed shall provide Employer with written notice of the Vision Benefits revised rates for the Renewal Term. If Employer does not agree to the revised rates, this Agreement shall terminate at the end of the Initial Term.

D. Definitions

Capitalized terms and otherwise defined terms within the section are defined on Exhibit A.

II. RESPONSIBILITIES OF EYEMED

A. Services

EyeMed shall provide the following:

1. Vision Benefit

EyeMed shall make available to Members the Vision Benefit as set forth on Exhibit B at Participating Provider locations. EyeMed shall also provide additional services, including but not limited to, responding to questions from Members, Providers and Employer regarding Vision Benefits.

2. Enrollment Information for Participants

EyeMed shall maintain Participant enrollment records based on and in reliance upon data furnished to it by Employer or its agent.

3. Identification Cards/Member Materials

EyeMed shall design, produce and distribute identification cards. In addition, upon request, EyeMed shall make available open enrollment materials and other communication materials. EyeMed agrees to review and advise concerning the description of Vision Benefits within Plan documents, including materials intended for distribution to Participants. All materials to be distributed to Members shall be provided to and approved by the Employer, which approval shall not be unreasonably withheld or delayed.

4. Customer Service

EyeMed shall train and maintain adequate levels of staff as determined by EyeMed and shall provide a toll-free telephone number to respond to inquiries from Employer's administrative staff, Members and Participating Providers concerning the Vision Benefit.

5. Web Access

EyeMed will maintain web access to the Vision Benefit and Member's eligibility information.

6. Usage Reporting

EyeMed shall provide standard usage reports annually as defined by EyeMed, at no charge. All other requested reports shall be produced upon the mutual agreement of the parties, including but not limited to any associated cost(s) for such report(s).

7. Reporting Assistance for Employer

EyeMed shall provide to Employer reports regarding the financial and claims experience of the Plan, and other information the Employer reasonably requires that assists Employer in its compliance with income tax, or other disclosure requirements.

B. Provider Network Services and Provider Locator Service

1. Participating Provider Network

EyeMed shall provide a Vision Network of ophthalmologists, optometrists, opticians, and retail optical locations that are contracted with EyeMed to deliver services consisting of vision exams, materials, and contact lenses, at negotiated prices ("Participating Providers"). Any additions or deletions to the Vision Network shall be in EyeMed's sole discretion; provided, however, that EyeMed will make reasonable efforts to provide Employer with reasonable advance notice of significant changes in the Vision Network, which would materially affect the nature or extent of services provided to Members. If significant changes to the Vision Network are unacceptable to the Employer, the Employer may terminate this agreement as outlined in Section XII, Subsection A. EyeMed shall reimburse the Participating Provider at the rate contracted between EyeMed and the Participating Provider, which may be an amount different than what is set forth on Exhibit B.

2. Participating Provider Independent Contractor

EyeMed does not employ Participating Providers and such providers are not EyeMed's agents, partners or subcontractors. Participating Providers participate in the Vision Network only as independent contractors. Participating Providers are solely responsible for exercising professional judgment related to a Participant's care.

3. Participating Provider Locator

EyeMed shall maintain a Participating Provider locator service that the Member may access through a toll-free telephone number, the EyeMed website or the mobile app.

4. Credentialing

EyeMed shall credential, contract with, and re-credential each ophthalmologist, and optometrist in accordance with EyeMed's credentialing procedures, which meet NCQA standards. EyeMed may contract with a NCQA accredited credentials verification organization of its choice to perform verifications of the credentials.

5. Nondiscrimination

EyeMed's Participating Providers Agreement requires Participating Providers to make its services available to Members on the same basis as those services are provided to all other patients, and that Participating Provider shall not discriminate on the basis of age, sex, race, religion or color.

6. Balance Billing

EyeMed's Participating Provider Agreement requires providers to not balance bill Members for Vision Benefits; provided, however, a Participating Provider shall collect from Members any copayment or coinsurance amounts for which Members are financially obligated under the Plan and any amounts for non-covered service(s).

C. Claims Processing Services

1. Claims Submission

FAA shall process in-network and out-of-network claims for Vision Benefits. In-network claims will be submitted directly to FAA by the Participating Provider. Out-of-network claims must initially be paid by the Member in full; the Member must submit the out-of-network claim (or information) directly to FAA on the appropriate claim form to obtain the appropriate reimbursement as set forth on Exhibit B. EyeMed shall make the out-of-network claim form available to Members through a toll-free telephone number or on the EyeMed website.

2. Claims Delegation

Employer delegates to FAA the limited discretionary authority to determine the validity of claims and appeals under the Plan, which authority the Employer reserves the right to change or adjust from time to time in its sole discretion.

3. Claims Processing Services

FAA shall: (a) determine the amount of Vision Benefits payable, if any, for each claim; (b) notify the Member of its decision concerning the claim; (c) disburse payments to the Participating Provider (per the Participating Provider Agreement) or the Member (per the out-of-network information on Exhibit B), as applicable.

4. Claims Review Services

FAA shall provide for a review of denied claims upon request by the Member. FAA shall notify the Member of its decision upon completion of the review.

5. Run-Out Claims Services

After the termination or expiration of this Agreement, FAA shall continue to provide claims processing services and claims review services, but only for those claims incurred prior to the effective date of termination of the Agreement. FAA shall provide such services for a period of twelve (12) calendar months (the "Run-Out Period") following termination or expiration. During the Run-Out Period, FAA will continue to invoice the Employer for the claims cost and will additionally invoice the Employer for an administrative fee equal to 6% of the claims cost. Employer will be responsible for payment of such invoices. Invoicing and payment procedures applicable during the then-current Term of this Agreement shall continue to be applicable during the Run-Out Period. This clause shall survive the termination or expiration of this Agreement.

III. RESPONSIBILITIES OF EMPLOYER

A. Responsibility for the Plan

1. Plan Administrator

Employer is the Plan Administrator of the Plan. Employer may name another entity or individual as Plan Administrator, provided that such Plan Administrator is not EyeMed or FAA and is neither EyeMed nor FAA employee. EyeMed and FAA expressly decline to accept responsibility for being Plan Administrator.

2. Final Authority for the Plan

Employer retains all final authority and responsibility for the Plan and its operations. Both parties shall be responsible for compliance with any and all applicable laws and regulations.

3. Plan Amendment and Certification from Employer

Employer represents and warrants that: (a) its Plan documents have been amended, in accordance with 45 CFR §164.504(f), so as to allow Employer to receive Protected Health Information; (b) the Employer has received a certification from the Plan in accordance with 45 CFR §164.504(f)(2)(ii), and will provide a copy of such certification to EyeMed prior to the Effective Date; (c) the Plan document amendments permit Employer to receive detailed invoices from FAA; and (d) Employer has determined, through its own policies and procedures, that the detailed invoice from FAA contains the minimum information necessary for Employer to carry out its payment and health care operations.

B. Enrollment Services

1. Participant Enrollment Information

Employer will determine Participant's eligibility in the Plan and provide EyeMed with data sufficient to enable EyeMed to maintain accurate Participant enrollment records. In the event benefits under the Plan are made available to an individual who is no longer eligible to receive such benefits resulting from Employer's failure to timely notify FAA of the ineligibility of such individual, Employer shall be liable to FAA for the payment of all benefits provided to such individual.

2. Membership File.

Employer will provide EyeMed/FAA with electronic Member enrollment via the EyeMed Group Portal identifying those individuals that the Employer determines is eligible to receive Vision Benefits under the Plan. Employer will update Member enrollment additions, changes or deletions via the EyeMed Group Portal as such information becomes available. Employer represents and warrants that, to the best of its ability, the electronic Member enrollment will be accurate, and that EyeMed/FAA may rely on such information to authorize services for such enrolled Members.

IV. INVOICING ARRANGEMENTS

A. Invoice for Vision Benefits

FAA shall invoice Employer on a monthly basis for eligible claims processed and paid during the previous month ("Claims Invoice"). In addition, FAA shall invoice Employer on a monthly basis administration fee as set forth on Exhibit B ("Administrative Invoice"). The monthly Administrative Invoice shall be determined by multiplying the number of Members identified by Employer's electronic Member enrollment by the applicable rate set forth on Exhibit B. For purposes of the Administrative Invoice, FAA will count the Members who are active and eligible for the applicable billing month as of the 21st day of each month prior to the billing month in which the invoice is issued to Employer. For example, FAA will determine the active and eligible Members for the July invoice as of June 21st.

B. Payment of Invoice

Employer shall pay the entire amount of both the Claims Invoice and Administrative Invoice (excluding only "Disputed Amounts", as defined below) within thirty (30) calendar days from the date of each invoice. If any non-Disputed Amount owed by Employer to EyeMed/FAA is not paid within sixty (60) calendar days of the date of such invoice, EyeMed/FAA may apply interest equal to one and one-half percent (1.5%) per month until paid. In addition, if any Disputed Amount agreed or determined to be owed by Employer to EyeMed/FAA is not paid within forty-five (45) business days from the date of such agreement or determination, EyeMed/FAA may apply interest equal to one and one-half percent (1.5%) per month until paid. Payment shall be considered credited to the account of Employer when received by EyeMed/FAA. As used herein, "Disputed Amounts" shall mean invoice amounts that are subject to a bona fide dispute raised by Employer in a writing received by EyeMed/FAA within fifteen (15) calendar days of the date of an invoice therefore and with respect to which the parties are making reasonable, diligent and good faith efforts to resolve.

V. RECORDS MAINTENANCE AND AUDIT

A. Records Maintenance

EyeMed owns and shall keep all books and records necessary to reflect accurately the business it transacts with respect to Employer and to determine the respective rights of the parties under this Agreement. Such books and records shall be kept at the principal place of business of EyeMed or at such other location as EyeMed determines in its sole discretion. All records will be maintained for a period of at least seven (7) years after the date they are first prepared or for such longer period as may be required by law.

B. Audit

During the term of the Agreement, and at any time within twelve (12) months following its termination or expiration, Employer or a mutually agreeable entity or a regulatory authority with jurisdiction over Employer may audit or inspect the records of EyeMed and/or FAA to determine whether EyeMed and/or FAA is fulfilling the terms of this Agreement. Employer must advise EyeMed and/or FAA at least sixty (60) calendar days in advance of Employer's intent to audit. The place, time, type, duration, and frequency of all audits must be agreed to in writing by EyeMed and/or FAA in advance of the audit, which approval shall not be unreasonably withheld.

1. All audits shall be on a regular business day, during normal business hours and conducted in such manner as to avoid, to the extent reasonably possible, interference with the normal business functions of EyeMed and/or FAA. Employer shall be solely responsible for all costs of the audit, except for any EyeMed and/or FAA employee time and office space. In addition, Employer shall have the right to review applicable files, records or other information maintained by EyeMed and/or FAA related to Employer, excluding any information, including but not limited to, reports that EyeMed considers proprietary.

2. All audits shall be limited to information relating to the calendar year in which the audit is conducted and/or the immediately preceding calendar year. With respect to EyeMed's and/or FAA's transaction processing services, the audit scope and methodology shall be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved in writing.

3. Employer will provide EyeMed and/or FAA with a copy of any audit reports.

VI. INDEMNIFICATION

A. EyeMed and/or FAA Indemnification to Employer

EyeMed and/or FAA will indemnify, defend and hold Employer harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and reasonable attorney fees ("Costs") incurred in connection with any third party claims, suits, investigations or enforcement actions, including claims of infringement of any intellectual property rights ("Claims") which may be asserted against, imposed upon or incurred by Employer and arising as a result of (i) EyeMed's and/or FAA's negligent acts or omissions or willful misconduct, or (ii) EyeMed's and/or FAA's breach of its obligations under this Agreement. EyeMed and/or FAA shall not be liable to Employer for any third-party claims, suits, investigations or enforcement actions, arising directly or indirectly from the acts or omissions of a Participating Provider. This paragraph shall survive the expiration or early termination of this Agreement.

B. Employer Indemnification to EyeMed and/or FAA

Employer will indemnify, defend and hold EyeMed and/or FAA harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and reasonable attorney fees ("Costs") incurred in connection with any third party claims, suits, investigations or enforcement actions, including claims of infringement of any intellectual property rights ("Claims") which may be asserted against, imposed upon or incurred by EyeMed and/or FAA and arising as a result of (i) Employer's negligent acts or omissions or willful misconduct, or (ii) Employer's breach of its obligations under this Agreement. This paragraph shall survive the expiration or early termination of this Agreement.

C. Notification of Claim

The party seeking indemnification shall notify the indemnifying party in writing within thirty (30) calendar days of receipt of any Claim for which indemnification may be sought hereunder and shall tender the defense of such claim to the indemnifying party thereafter. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.

D. Survival

This clause shall survive the termination or expiration of this Agreement.

VII. INSURANCE

A. Commercial General Liability Insurance

EyeMed and FAA shall maintain Commercial General Liability Insurance, including coverage for contractual liability, public liability, property damage, products-completed operations, cross liability and severability of interest claims, personal injury and advertising injury, with limits of at least:

\$3,000,000 per occurrence
\$3,000,000 general aggregate

B. Workers' Compensation Insurance

EyeMed and FAA shall maintain Workers' Compensation Insurance with benefits afforded under the laws of any state in which the services are to be performed and Employer's Liability insurance with limits of at least:

\$1,000,000 for Bodily Injury – each accident
\$1,000,000 for Bodily Injury by disease – policy limits
\$1,000,000 for Bodily Injury by disease – each employee

In states where Workers' Compensation Insurance is a monopolistic state-run system, EyeMed and FAA shall maintain Stop Gap Employer's Liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident or disease.

C. Business Automobile Insurance

EyeMed and FAA shall maintain Business Automobile Insurance with limits of at least One Million Dollars (\$1,000,000) each accident for bodily injury and property damage, extending to all owned, hired and non-owned vehicles.

D. Commercial Crime Insurance

EyeMed and FAA shall maintain Commercial Crime Insurance with a limit of not less than Three Million Dollars (\$3,000,000). The policy shall provide Employee Theft, Premises, Transit, Depositor's Forgery and Computer Theft and Funds Transfer coverages. The Commercial Crime policy shall include a third-party customer property coverage endorsement with limits of at least One Million Dollars (\$1,000,000).

E. Managed Care Error and Omissions Insurance

EyeMed and FAA shall maintain Managed Care Organization Errors and Omissions Insurance with a policy limit of not less than Three Million Dollars (\$3,000,000) each claim and in the aggregate.

F. Policies of Insurance—Financial Rating

All policies of insurance required of EyeMed and FAA herein shall be issued by insurance companies having and maintaining a Financial Strength Rating of "A minus" or better and a Financial Size Category of "VII" or better in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, EyeMed and FAA may procure insurance from the stated fund of the state where services are to be provided.

G. Cyber Liability Policy

Cyber Liability (System Damage and Business interruption; Privacy Breach Notification Costs; and Data Breach Regulatory Investigations) with limits of \$10,000,000 in the aggregate. Such insurance shall cover damages it is obligated to pay Employer or any third party, which are associated with any Security Breach or loss of Personal Data. Costs to be covered by this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Data was lost or compromised; (b) costs to provide credit monitoring services or identity theft insurance to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from the Security Breach or loss of Personal Data, including litigation costs; and (d) regulatory fines and penalties.

H. Proof of Insurance

Upon Employer's written request, certificates of insurance shall be delivered to Employer upon execution of the Agreement. All policies of insurance will endeavor to provide for at least thirty (30) days prior written notice to Employer of the cancellation or substantial modification thereof. All policies required of EyeMed and FAA herein shall be endorsed to read that such policies are primary policies and any insurance carried by Employer shall be noncontributing with such policies.

VIII. LICENSE TO USE NAME AND TRADEMARKS

A. Employer's Use of EyeMed's Name

Employer may use the EyeMed name, as provided by EyeMed (the "Licensed Marks") solely in connection with communicating the Vision Benefit to its Members and shall not use the Licensed Marks or any other trademarks, services marks or trade names of EyeMed (the "Trademarks") for any other purpose. Employer shall not use EyeMed's logo without prior written consent or inconsistent with the attached General Terms of Use for EyeMed Service Marks and Logos related to website linking. Employer shall not question, contest or challenge EyeMed's rights in and to the Trademarks, nor seek to register the same. Employer expressly recognizes and acknowledges that the use of the Licensed Marks shall not confer upon Employer any proprietary rights to such marks. Upon termination of this Agreement, Employer shall immediately stop using the Licensed Marks.

B. EyeMed's Use of Employer's Name

EyeMed may use Employer's name and logo(s) as provided by Employer (the "Licensed Marks") solely in connection with communicating the Vision Benefit and shall not use the Licensed Marks or any other trademarks, service marks or trade names of Employer ("Trademarks") for any other purpose. EyeMed shall not question, contest or challenge Employer's rights in and to the Trademarks, nor seek to register the same. EyeMed expressly recognizes and acknowledges that the Licensed Marks shall not confer upon EyeMed any proprietary rights to such marks. Upon termination of this Agreement, EyeMed shall immediately stop using the Licensed Marks.

C. Remedies

The parties expressly agree and understand that the remedy at law for any breach by it of the terms of this section would be inadequate and the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged by each party that upon its breach of any provision of this section, the non-breaching party shall be entitled to seek immediate injunctive relief and may seek to obtain a temporary order restraining any threatened or further breach without the necessity of proof of actual damage. Nothing contained herein shall be deemed to limit the non-breaching party's remedy at law or in equity for any breach by the breaching party of the provisions of this section which may be pursued or availed of by the non-breaching party.

IX. WEBSITE LINKING BY COMPANY

EyeMed is the owner or operator of a web site located at www.eyemed.com (the "EyeMed Site"). Employer is the owner or operator of a website (the "Employer Site"). EyeMed and Employer desire to allow users of the Employer Site to link to the EyeMed Site landing on EyeMed's home page.

In the event Employer establishes a hyperlink from Employer's Site to EyeMed's Site the parties hereby agree to the terms and conditions as set forth in the attached General Terms of Use for EyeMed's Service Marks and Logos, Exhibit C.

X. PROTECTION OF CONFIDENTIAL INFORMATION

Employer and EyeMed shall not disclose to any other person, firm or corporation, or use for its own benefit except as provided herein, the terms of this Agreement, or any information that it receives from the other party that is marked either "Confidential" or "Proprietary" or "Strictly Private" or "Internal Data," or that is any unmarked information in the form of financial information or trade secrets (collectively referred to as "Confidential Information"), without the express written authorization of the other party. Both parties shall take all necessary steps to protect the other party's trade secrets and confidential business information and records. As permitted by law, upon the termination of this Agreement, both parties agree to return any and all materials containing such Confidential Information, plus any and all copies, written or machine made, in whatever medium, that it may have, within ten (10) days of a request from the other party.

Confidential Information shall not include information that:

- A. Was, at the time of receipt, otherwise known to the recipient without restrictions as to use or disclosure;
- B. Was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the recipient;
- C. Becomes known to the recipient from a source other than the disclosing party, which source has no duty of confidentiality with respect to the information;
- D. Is independently developed by the recipient without reliance on or access to any of the disclosing party's Confidential Information; or
- E. Is required to be disclosed by a government agency or bureau, by a court of law or equity with competent jurisdiction over the recipient or by a recognized body engaged in professional self-regulation (such as national accounting or auditing associations), provided that the recipient will first have provided the disclosing party with prompt written notice of such required disclosure and will take reasonable steps to allow the disclosing party to seek a protective order with respect

to the Confidential Information required to be disclosed. The recipient will promptly cooperate with and assist the disclosing party, at the disclosing party's expense, in connection with obtaining such protective order.

XI. BUSINESS ASSOCIATE AGREEMENT/HIPAA PRIVACY

In order to comply with the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"), the parties hereby agree to the terms and conditions described in the attached Business Associate Agreement, Exhibit D. Terms used, but not otherwise defined, shall have the same meaning as those terms in HIPAA.

XII. TERMINATION

A. Voluntary Termination

This Agreement may be terminated, without cause: (i) by mutual written agreement of the parties; (ii) by Employer providing ninety (90) days prior written notice to the other party at any time during the Initial Term of the Agreement or any Renewal Term, or (iii) by EyeMed providing one hundred eighty (180) days prior written notice to the other party at any time during the Initial Term of the Agreement or any Renewal Term.

B. Termination for Cause or Default

Either party may terminate this Agreement if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) calendar days after receiving written notice reasonably detailing such breach. In the event that the breach is not cured within the thirty (30) day cure period, this Agreement shall terminate in accordance with the initial notice of breach. Additionally, either party shall be deemed to have materially breached this Agreement upon the occurrence of any of the following events, which list is not intended to be inclusive of what constitutes a material breach:

1. Either party shall become insolvent or otherwise admit in writing its inability to pay its debts when they become due, becomes bankrupt, seeks protection under any law for the protection of insolvents, or have a receiver or conservator appointed under any law pertaining to such party's insolvency.
2. Either party fails to remit any amounts due (excluding Disputed Amounts) under this Agreement within thirty (30) calendar days of the date such amount is due and payable.
3. Either party shall knowingly commit a material violation of the laws or regulations of any state where this Agreement is performed.
4. Any misrepresentation or falsification of any information supplied by Employer or EyeMed for consideration by the other, except that EyeMed will not be responsible for any misrepresentation or falsification of information provided to it by a Participating Provider.
5. EyeMed or Employer ceases to engage in all business activities.
6. EyeMed substantially fails to perform its obligations under this Agreement, including but not limited to maintaining an adequate Vision Network of Participating Providers, maintaining a Participating Provider locator service for Members to be able to locate Participating Providers, and maintaining sufficient customer service representatives to answer Member and Participating Provider calls.
7. FAA is in default of its payment obligations to any Participating Provider or Members with respect to the services rendered under this Agreement to the Member and fails to cure such default within ten (10) business days of written notice from Employer, so long as FAA does not dispute in good faith the amount that is owed to the Participating Provider or Member. If FAA disputes in good faith that any money is owed or the amount which is owed, FAA is not in default under this Agreement.

XIII. GENERAL PROVISIONS

A. Requirements Imposed by Law

Each party agrees to adhere to legal requirements imposed by federal, state or other law as of the date such law becomes effective and applicable to this Agreement.

B. Independent Contractor

In the performance of the work, duties and obligations of the parties pursuant to this Agreement, each of the parties shall at all times be acting and performing as an independent contractor, and nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee or partner or principal and agent.

C. Governing Law

This Agreement shall be governed by and construed in accordance with federal law, and to the extent not preempted, by the laws of the State of Connecticut.

D. Entire Contract

This Agreement together with all attachments contains all the terms and conditions agreed upon by the parties, and supersedes all other agreements, express or implied regarding the subject matter.

E. Waiver

The waiver of any party of any breach of this Agreement shall not be construed as a continuing waiver or a waiver of any other breach of this Agreement.

F. Attorney Fees

If EyeMed or Employer find it necessary to enforce any part of this Agreement through legal proceedings, resulting in final judgment by a court of competent jurisdiction, Employer and EyeMed agree that each party shall pay all of their own costs and attorneys' fees incurred for such purpose.

G. Severability

In the event that any clause, term, or condition of this Agreement shall be held invalid or contrary to law, this Agreement shall remain in full force and effect as to all other clauses, terms, and conditions.

H. Force Majeure

No party to this Agreement shall be liable for failure to perform any duty or obligation that such party may have under this Agreement where such failure has been caused by an act of God, fire, flood, strike, unavoidable accident, war or any cause outside the reasonable control of the party who had the duty to perform.

I. Heading

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

J. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

K. Assignment

This Agreement may not be assigned by a party, in whole or in part, without the prior written consent of the other, except that a party may, without the consent of the other, assign this Agreement to an affiliate, which is a parent company or a wholly-owned subsidiary of the party.

L. Successor/Survival

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns. All rights and obligations of the parties arising out of this Agreement prior to termination which by their nature are designed or intended to continue shall survive the termination of this Agreement.

M. Amendments

This Agreement may be amended from time to time by mutual agreement between Employer and EyeMed, which amendment shall be in writing signed by the parties. Notwithstanding any provision contained herein to the contrary, each party shall have the right, for the purpose of complying with the provisions of any law or lawful order of a court or regulatory authority, to amend this Agreement including any Exhibits hereto, to increase, reduce or eliminate any of the Vision Benefits provided under this Agreement. If the parties cannot agree to an amendment, notwithstanding any provision of this Agreement to the contrary, Employer or EyeMed may terminate this Agreement as of the end of any month by the giving of ninety (90) days prior written notice. The obligation for a writing shall not be modified orally.

N. No Third-Party Beneficiaries.

Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than Employer and EyeMed, any right or remedies under or by reason of this Agreement.

O. Notice

All notices, requests and demands under this Agreement shall be in writing. They shall be deemed to have been given upon delivery if (i) delivered in person, (ii) mailed by certified mail, postage pre-paid and return receipt requested, or (iii)

deposited with an overnight delivery service by a nationally recognized overnight courier service. Notice shall be effective upon receipt and shall be directed to the individuals below and at the address in the first paragraph.

If to Employer:

Benefits Manager
City of Bridgeport
45 Lyon Terrace
Bridgeport CT 06604

With a copy to:

City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

If to EyeMed or FAA

Matt MacDonald
President
CC: EyeMed Legal

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

EyeMed Vision Care, LLC

First American Administrators, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Employer

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – DEFINITIONS

I. DEFINITIONS

The following terms used in this Agreement shall have the meaning as set forth hereafter:

- A. "Agreement" shall mean the Fee for Service Agreement between EyeMed and/or FAA and Employer
- B. "Business Days" shall mean a day when EyeMed and/or FAA and Employer are open for business, excluding Saturday and Sunday.
- C. "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.
- D. "Members" shall mean the Participant and eligible dependents who have health benefits under the Plan.
- E. "PHI" shall mean Protected Health Information.
- F. "Participants" shall mean the individual who has an employment arrangement, contractual arrangement, or affiliation with Employer.
- G. "Participating Provider" shall mean the ophthalmologists, optometrists, opticians, and retail optical locations who are contracted with EyeMed to deliver services consisting of vision exams, materials, and contact lenses, at negotiated prices.
- H. "Plan" shall mean the plan established by the employer or other entity for self-funding vision benefits.
- I. "Plan Administrator" shall mean the employer named in the plan document as responsible for day-to-day operations. Also known as the Employer.
- J. "Employer" shall mean the entity that sponsors the vision plan.
- K. "Vision Benefit" shall mean the vision benefit as set forth on Exhibit B available to Members from Participating Providers.
- L. "Vision Network" shall mean the collection of Participating Providers; the specific network as identified on Exhibit B.



BENEFITS

City of Bridgeport - CT




Benefits

ER ASO 105/105
Exam & Materials
Insight Network
ASO (PSPM/PMPM)
Employer Paid


SUMMARY OF BENEFITS

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
EXAM SERVICES (once every plan year)		
Exam at PLUS Providers	\$0 copay	Up to \$40
Exam	\$20 copay	Up to \$40
FRAME (once every other plan year)		
Any available frame at PLUS Providers	20% off balance over \$155 allowance	Up to \$74
Frame	20% off balance over \$105 allowance	Up to \$74
STANDARD PLASTIC LENSES in lieu of contacts (once every plan year)		
Single Vision	\$30 copay	Up to \$40
Bifocal	\$30 copay	Up to \$60
Trifocal/Lenticular	\$30 copay	Up to \$80
Progressive - Standard	\$85 copay	Up to \$50
Progressive - Premium Tier I, II, or III	\$115, \$125, or \$140 copay	Up to \$50
Progressive - Premium Tier IV	\$205 copay	Up to \$50
LENS OPTIONS		
Anti Reflective Coating - Standard	\$45 copay	Up to \$23
Anti Reflective Coating - Premium Tier I, II, or III	\$57, \$68, or \$85 copay	Up to \$23
Polycarbonate - Standard < 19 years of age	\$0 copay	Up to \$20
CONTACT LENSES in lieu of lenses (once every plan year)		
Contacts - Conventional	85% of balance over \$105 allowance	Up to \$74
Contacts - Disposable	100% of balance over \$105 allowance	Up to \$74
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$300



Monthly rates

Per Subscriber
Per Month
\$0.39



All plans are based on a 48 month contract and 48 month rate guarantee. Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies. The Plan reserves the right to make changes to the products available on each tier.

Plan Details

Quote for group situated in the State of CT and will be valid until the 01/01/2024 implementation date. Date Quoted 06/30/2023. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group.

Plan Exclusions/Limitations

No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state.

By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting EyeMed by mail, email, or telephone. If City of Bridgeport - CT has chosen this benefit design, attach this document to the group application and sign here

Signature
P201603 TCO Q-C0041502 QL-0000093950

Date

MEMBER SAVINGS

City of Bridgeport - CT



We're committed to keeping money in our members' pockets. That's why we offer our members additional discounts above the proposed plan benefits

VISION CARE SERVICES	IN-NETWORK MEMBER COST
EXAM SERVICES	
Retinal Imaging	Up to \$39
CONTACT LENS FIT AND FOLLOW-UP	
Fit and Follow-Up - Standard	Up to \$40
Fit and Follow-Up - Premium	10% off retail price
LENS OPTIONS	
Photochromic - Non-Glass	\$75
Polycarbonate - Standard	\$40
Scratch Coating - Standard Plastic	\$15
Tint - Solid or Gradient	\$15
UV Treatment	\$15
All Other Lens Options	20% off retail price

40%OFF 

additional pairs of glasses

20%OFF 

any item not covered by the plan, including non-prescription sunglasses

15%OFF 

retail price or 5% off promotional price for Lasik or PRK from US Laser Network

UP TO 64%OFF 

hearing aids, with an extended warranty and free batteries through Amplifon Hearing Health Care Network



Members can get exclusive additional discounts and deals that are often stackable with their vision benefits at member.eyemedvisioncare.com

DISCOUNT DETAILS

Discounts are not insured benefits. Member receives a 20% discount on items not covered by the insurance plan at EyeMed In-Network locations. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine which participating providers have agreed to the discounted rate. Discounts on vision materials may not be applicable to certain manufacturers' products. The Plan reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Service and amounts listed above are subject to change at any time.

P201603 TC0 Q-C0041502 QL-000093850

BENEFITS

City of Bridgeport - CT



Benefits

SH ASO 150/150
Exam & Materials
Insight Network
ASO (PSPM/PMPM)
Shared Expense

SUMMARY OF BENEFITS

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
EXAM SERVICES (once every plan year)		
Exam at PLUS Providers	\$0 copay	Up to \$40
Exam	\$20 copay	Up to \$40
FRAME (once every plan year)		
Any available frame at PLUS Providers	20% off balance over \$200 allowance	Up to \$105
Frame	20% off balance over \$150 allowance	Up to \$105
STANDARD PLASTIC LENSES in lieu of contacts (once every plan year)		
Single Vision	\$20 copay	Up to \$30
Bifocal	\$20 copay	Up to \$60
Trifocal/Lenticular	\$20 copay	Up to \$80
Progressive - Standard	\$75 copay	Up to \$50
Progressive - Premium Tier I, II, or III	\$105, \$115, or \$130 copay	Up to \$50
Progressive - Premium Tier IV	\$195 copay	Up to \$50
LENS OPTIONS		
Anti Reflective Coating - Standard	\$45 copay	Up to \$23
Anti Reflective Coating - Premium Tier I, II, or III	\$57, \$68, or \$85 copay	Up to \$23
Polycarbonate - Standard < 19 years of age	\$0 copay	Up to \$20
CONTACT LENSES in lieu of lenses (once every plan year)		
Contacts - Conventional	85% of balance over \$150 allowance	Up to \$105
Contacts - Disposable	100% of balance over \$150 allowance	Up to \$105
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$300



Monthly rates

Per Subscriber
Per Month
\$0.39



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By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting EyeMed by mail, email, or telephone. If City of Bridgeport - CT has chosen this benefit design, attach this document to the group application and sign here

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Date

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City of Bridgeport – CT



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UP TO 64%OFF 

hearing aids, with an extended
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P201603 TC0 Q-C0041502 QL-0000083951

EXHIBIT C – GENERAL TERMS OF USE FOR EYEMED TRADEMARKS, SERVICE MARKS AND LOGOS

These general terms of use ("General Terms") are for Employer intending to use the EyeMed trademark or service marks (the "Marks"), or logos (the "Logos") (collectively, the "Portfolio") to provide information regarding EyeMed Vision Care, LLC ("EyeMed") or EyeMed vision benefits plan, or for network providers wishing to use the Portfolio to confirm that they accept EyeMed plan members (collectively the "Purposes"). The Marks, Logos or Portfolio is attached hereto as Attachment 1.

EyeMed's Portfolio is therefore extremely valuable because it symbolizes the standards of excellence and consistent quality associated with EyeMed vision plans.

By using any element of the Portfolio, in whole or in part, Employer:

1. agrees to adhere to (i) the Usage Guidelines as set forth on Attachment 2, and (ii) the Logo Principles as set forth on Attachment 3;
2. agree not to use, or to cease using, any EyeMed service mark, trademark or logo other than the marks, trademarks and logos provided as part of this agreement.
3. agree to enter into a non-exclusive, non-transferable, royalty-free license for the limited right to use the Portfolio solely for the Purposes under these General Terms and according to the guidelines provided with the Marks, Logos or Portfolio, which may be unilaterally modified from time to time by EyeMed;
4. acknowledge that EyeMed, its affiliates or their licensors are the sole owners of the Portfolio;
5. acknowledge that the goodwill derived from using any element of the Portfolio inures exclusively to the benefit of and belongs to EyeMed, its affiliates or their licensors, as applicable;
6. agree not to (i) interfere with such ownership rights in the Portfolio, including challenging the use, registration of, or any application to register any element of the Portfolio (alone or in combination with other elements), anywhere in the world, (ii) apply for registration of any element of the Portfolio (alone or in combination with other elements) (iii) do any act that could invalidate the registration of any element of the Portfolio, and (iv) harm, misuse, or bring into disrepute any element of the Portfolio;
7. acknowledge that, except for the limited right to use the Portfolio as expressly permitted under these General Terms, no other rights of any kind are granted hereunder, by implication or otherwise;
8. agree to include in all the uses of the Portfolio the following statement: "EyeMed Vision Care® is a registered trademark of EyeMed Vision Care, LLC." at least once in the document in which the Portfolio is included;
9. agree to submit appropriate samples of the use of the Marks and Logos upon request by EyeMed, for EyeMed's inspection and review; and
10. acknowledge that the limited rights granted under these General Terms can be terminated at any time without cause by EyeMed.

ATTACHMENT 1 – CAMERA READY LOGO

Color

POWERED BY
EyeMedSM

Grayscale

POWERED BY
EyeMedSM

ATTACHMENT 2 – USAGE GUIDELINES

A. Authorized Usage

1. **Generic Names:** You must set any element of the Marks apart from the service it is associated with by always using the generic name of the service along with the Marks (e.g. correct: "we offer EyeMed *Vision Care*[®] vision wellness plans" incorrect: "we offer EyeMed *Vision Care*[®]").
2. **Appropriate Trademark Symbols:** You must use appropriate symbols for any Marks (e.g.: correct: EyeMed *Vision Care*[®], EyeMedSM; incorrect: EyeMed *Vision Care* or EyeMed *Vision Care*TM).
3. **Distinguishing the Marks:** You must set any Marks or Logos apart from the text it is surrounded by. For the Marks you may not use underlining, italic type, or bold type for the name (e.g.: incorrect: EyeMed *Vision Care*[®], *EyeMed *Vision Care*[®]*, **EyeMed *Vision Care*[®]**).
4. **Displaying the Logos:** See the attached Attachment B for additional requirements, including: color, clear space around the logo, sizing, format, spelling and examples of incorrect usage.
5. **Advertising:** Use of the Portfolio is permitted in all forms of print advertising. Any element of the Portfolio may only be used once in each copy. It can be placed anywhere in the copy, but should never exceed 10% of the size of the ad. The marks may be used in your office window. A window decal will be provided to you by EyeMed.
6. **Link to EyeMed Website:** If expressly authorized in writing by EyeMed, you may place a text link to the EyeMed website (www.eyemed.com), so long as the link
 - a. is preceded by appropriate wording such as "This way to [eyemed.com](http://www.eyemed.com)"
 - b. delivers users to the EyeMed webpage at www.eyemed.com;
 - c. provides users with "point and click" feature clearly indicating the link will lead to the EyeMed homepage at www.eyemed.com;
 - d. does not suggest or imply any affiliation, endorsement or sponsorship of the linking site by EyeMed; and
 - e. delivers the EyeMed content in its own browser.

B. Unauthorized Usage

1. **Company, Product, Service and Domain Name:** You may not use or register, in whole or in part, any element of the Portfolio or any potentially confusing variation thereof, as or as part of a company name, trade name, product name, service name, or domain name. You may not place your company name, trademark, service mark, or product name, or that of a third-party, next to, or combine them with any element of the portfolio.
2. **Variations, Takeoffs or Abbreviations:** You cannot use any variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of any element of the Portfolio for any purpose.
3. **Disparaging Manner:** You may not use any element of the Portfolio in a disparaging manner.
4. **Endorsement or Sponsorship:** You may not use any element of the Portfolio in a manner that would imply an unwarranted affiliation with or endorsement, sponsorship, or support of your own services or any non-EyeMed services.
5. **Merchandise Items:** You may not manufacture, sell or give-away merchandise items, including but not limited to T-shirts and mugs, bearing any element of the Portfolio unless expressly authorized in writing by EyeMed.
6. **Advertising:** You may not use the Portfolio in television, radio or billboard advertising.
7. **EyeMed's Trade Dress:** You may not imitate the distinctive website design or trade-dress belonging to EyeMed.
8. **Protected Slogans and Taglines:** You may not use or imitate any EyeMed slogan or tagline.

ATTACHMENT 3 – LOGO PRINCIPLES

Nice to see you

Our logo principles
April 2013



Logo

Primary logo

Look at me

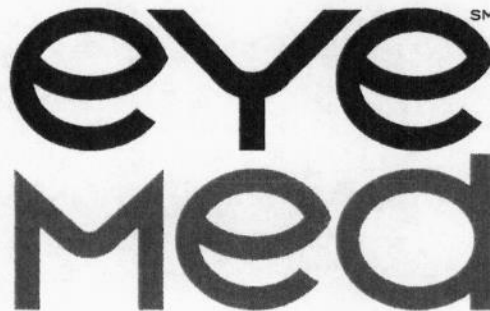
Designed around owning the idea of the eye, both in emphasizing the word and referencing the eye shape, the logotype balances crisp precision with a friendly attitude. It may even wink at you from time to time.

Primary

This stacked, green and gray logo is the greatest representation of our brand personality and should be used as our primary identity on 95% of our materials.

Grayscale

Used on grayscale-printed applications.



Grayscale



Logo

Give me space

The EyeMed logo should always appear as clearly and consistently as possible. It should never compete with other graphic elements or any sort of visual clutter.

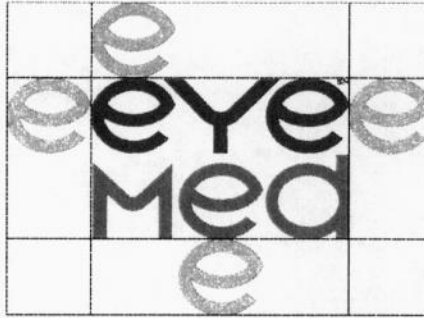
Clear space

Shows the exclusion zone around the word mark; it's based on the letter "e" of the word mark – always use this as an absolutely minimal amount of space needed around the logo and any other graphic elements.

Minimum size

The absolute smallest the word mark should be reproduced is 20mm in width measured from the widest part of the logo. The linear version has a minimum height of 3mm. Reproduction smaller than this compromises legibility.

Clear space



Minimum size



Brand name

Protect our name

The way we treat our brand name "EyeMed" when it's written or set in copy is just as important as the way we treat the logo.

Write it right

Here's a set of simple rules that will help to protect the integrity of our brand name. Below are some other considerations for different scenarios.

When do I use "EyeMed Vision Care"?

The first time EyeMed is used in copy it should be used as EyeMed Vision Care, all subsequent mentions should just be EyeMed.

What about the URL?

When using the website address, it should be noted as eyemed.com, without "www".

EyeMed is written as one word.

Always

Use an initial capital for both the "E" and "M"
Keep EyeMed the same weight as other text

Never

Use all lowercase – *eyemed*
Use all uppercase – EYEMED
Make EyeMed bolder than other text
Use a hyphen – Eye-Med
Use italicized letters – *EyeMed*

Logo – sizing

Everything in its right place
Sizing and placing our logo consistently across like communications helps convey our professional, considered approach.

How do I size the logotype?

We use 4 widths of the logotype as shown to determine the size of the logotype used (Z).

Where do I place the logo?

The logotype can be placed in any of the four corners and is placed (Y) from the edge of the page. This is half of the width of the 'e' of the final scaled logo size.

How close can I get to the edge?

The logotype should be placed at least (Y) from the edge of the page, which is 1/2 the width of the 'M' in the logotype.

What about landscape formats?

These same principles can be used for landscape formats with the word mark rotated 90° clockwise before being placed.

Can't we mess up?

The appropriate size and positioning of the logo should be determined per type of application. We can't cover every scenario here, and there may be instances where the logo size may need to be adjusted, but start with the guide as a baseline. The key is to ensure that similar types of communications are treated similarly. So, all print sheets follow the same size and placement approach, even if that's different from the approach used for posters, etc.



Logo – don'ts

Let's not, shall we?

We like our logo just the way it is. Altering it or placing in a way that makes it illegible only diminishes its value and makes us look unprofessional, so it's really best not to mess with it.

What not to do:

This page shows some examples of what not to do with the EyeMed logo. The most important single thing to remember is – never alter or recreate the logo; always use the master artwork.

1. **Do not** add qualifiers or tag lines
2. **Do not** make it all leaf green
3. **Do not** use any other colors from the palette
4. **Do not** add shadows or effects
5. **Do not** reconfigure, distort, squash or stretch
6. **Do not** make it too small
7. **Do not** place where it cannot be read
8. **Do not** reverse the colors

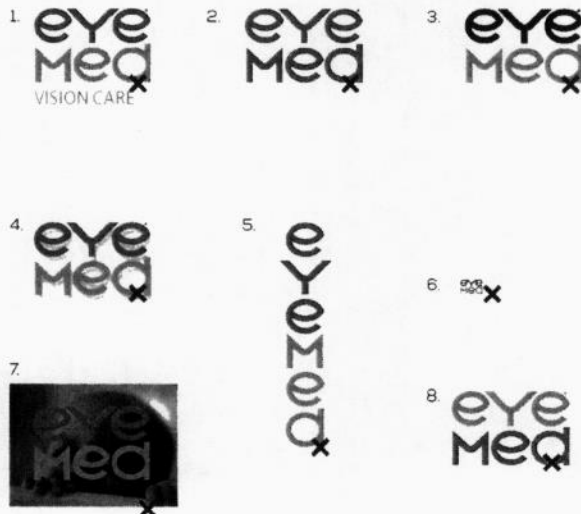


EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

I. Definitions

- A. In General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.
- B. Specific Definitions
1. "Applicable Law" shall mean any of the following items, including any amendments to any such item as such may become effective:
 - a. the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
 - b. the federal regulations regarding privacy and promulgated with respect to HIPAA, found at Title 45 CFR Parts 160 and 164 (the "Privacy Rule");
 - c. the federal regulations regarding electronic data interchange and promulgated with respect to HIPAA, found at Title 45 CFR Parts 160 and 162 (the "Transaction Rule");
 - d. the federal regulations regarding security and promulgated with respect to HIPAA, found at Title 45 CFR Parts 160 and 164 (the "Security Rule"); and
 - e. the Health Information Technology for Economic and Clinical Health Act ("HITECH").
 2. "ePHI" means electronic protected health information within the meaning of 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
 3. "HIPAA Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.
 4. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
 5. "Service Agreement" shall mean the Fee for Service Agreement or other agreement for the provision of services by Business Associate that is between Covered Entity and/or Employer and Business Associate.
 6. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

II. Rights and Obligations of Business Associate

A. General Obligations

1. Compliance with Privacy Rule.
 - a. Business Associate shall not use or further disclose PHI other than as permitted or required by HIPAA, the Privacy Rule, and this Agreement.
 - b. Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
 - c. Business Associate shall report to Covered Entity any use or disclosure of PHI, known to Business Associate, that is not permitted by this Agreement.
2. Compliance with Security Rule.
 - a. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI.

- b. Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware. Notwithstanding the foregoing, Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
3. Compliance with HITECH.
- a. Business Associate shall comply with the breach notification requirements provided in Section II.A.4 of the Agreement below.
 - b. Business Associate shall not receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by HITECH § 13405(d) and the Privacy Rule.
 - c. Business Associate shall comply with those portions of the Privacy Rule made applicable to Business Associate by HITECH.
 - d. Business Associate shall comply with those portions of the Security Rule made applicable to Business Associate by HITECH.
4. Breach Notification.
- a. Notice to Covered Entity. Business Associate shall notify Covered Entity without unreasonable delay and within thirty (30) calendar days of Business Associate's discovery of a HIPAA Breach of Unsecured PHI. The notice to Covered Entity shall include the identity of each Individual whose Unsecured PHI was involved in the HIPAA Breach, a brief description of the HIPAA Breach and any mitigation efforts. To the extent that Business Associate does not know the identities of all affected Individuals when it is required to notify Covered Entity, Business Associate shall provide such additional information as soon as administratively practicable after such information becomes available. For purposes of this paragraph, a HIPAA Breach shall be treated as discovered as of the first day on which the HIPAA Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the HIPAA Breach, which is an employee, officer, or other agent of Business Associate).
 - b. Notice to Individuals. Business Associate will provide written notice of the HIPAA Breach of Unsecured PHI, on behalf of Covered Entity, without unreasonable delay but no later than sixty (60) calendar days following the date the HIPAA Breach of Unsecured PHI is discovered or such later date as is authorized under 45 CFR § 164.412 to each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, used, or disclosed as a result of the HIPAA Breach. For purposes of this paragraph, a HIPAA Breach shall be treated as discovered as of the first day on which the HIPAA Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the HIPAA Breach, which is an employee, officer, or other agent of Business Associate).
- The content, form, and delivery of such written notice shall comply in all respects with 45 CFR § 164.404(c)-(d).
- Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to any Individual, Business Associate shall first provide a draft of the notice to Covered Entity. Covered Entity shall have five (5) business days (plus any reasonable extensions) to provide comments on Business Associate's draft of the notice.
- c. Notice to Media. Business Associate will provide written notice of the HIPAA Breach of Unsecured PHI, on behalf of Covered Entity, to the media to the extent required under 45 CFR § 164.406. Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the Secretary, Business Associate shall first provide a draft of the notice to Covered Entity. Covered Entity shall have five (5) business days (plus any reasonable extensions) to provide comments on Business Associate's draft of the notice.

- d. Notice to Secretary. Business Associate will provide written notice of the HIPAA Breach of Unsecured PHI, on behalf of Covered Entity, to the Secretary to the extent required under 45 CFR § 164.408. Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the Secretary, Business Associate shall first provide a draft of the notice to Covered Entity. Covered Entity shall have five business days (plus any reasonable extensions) to provide comments on Business Associate's draft of the notice.

If the HIPAA Breach of Unsecured PHI involves less than five hundred (500) individuals, Business Associate will maintain a log or other documentation of the HIPAA Breach of Unsecured PHI which contains such information as would be required to be included if the log were maintained by Covered Entity pursuant to 45 CFR § 164.408, and provide such log to Covered Entity within five (5) business days of Covered Entity's written request.

5. Subcontractors and Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
6. Access to Books and Records by Secretary. Business Associate shall make its internal practices, books, and records relating to the use, disclosure, and security of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with HIPAA. Business Associate shall make its internal practices, books, and records relating to the use, disclosure, and security of PHI available to the Secretary for purposes of the Secretary determining Business Associate's compliance with HIPAA.
7. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (a) a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, or (b) a Security Incident.

B. Obligations Relating to Individual Rights

1. Restrictions on Disclosures. Upon request by an Individual, Covered Entity shall determine whether an Individual shall be granted a restriction on disclosure of the PHI pursuant to 45 CFR § 164.522. Covered Entity will not agree to any such restriction, if such restriction would affect Business Associate's use or disclosure of PHI, without the prior consent of Business Associate, *provided, however*, that Business Associate's consent is not required for requests that must be granted under HITECH § 13405(a). Covered Entity will communicate any grant of a request, made consistent with the foregoing, to Business Associate. Business Associate will restrict its disclosures of the Individual's PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request for restrictions, Business Associate shall forward such request to Covered Entity within five (5) business days.
2. Access to PHI. Upon request by an Individual, Covered Entity shall determine whether an Individual is entitled to access his or her PHI pursuant to 45 CFR § 164.524. If Covered Entity determines that an Individual is entitled to such access, and that such PHI is under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide access to the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request to access his or her PHI, Business Associate shall forward such request to Covered Entity within five (5) business days.
3. Amendment of PHI. Upon request by an Individual, Covered Entity shall determine whether any Individual is entitled to amend his or her PHI pursuant to 45 CFR § 164.526. If Covered Entity determines that an Individual is entitled to such an amendment, and that such PHI is both in a designated record set and under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide an opportunity to amend the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request to amend his or her PHI, Business Associate shall forward such request to Covered Entity within five (5) business days.

4. Accounting of Disclosures. Upon request by an Individual, Covered Entity shall determine whether any Individual is entitled to an accounting pursuant to 45 CFR § 164.528. If Covered Entity determines that an Individual is entitled to an accounting, Covered Entity will communicate the decision to Business Associate. Business Associate will provide information to Covered Entity that will enable Covered Entity to meet its accounting obligations. If Business Associate receives an Individual's request for an accounting, Business Associate shall forward such request to Covered Entity within five (5) business days.

C. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement or by Applicable Law, Business Associate may:

1. Use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity, as specified in the Service Agreement between the Parties and in this Agreement, *provided that* such use or disclosure (i) is consistent with Covered Entity's Notice of Privacy Practices and (ii) would not violate HIPAA or the Privacy Rule if done by Covered Entity;
2. Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
3. Disclose PHI for the proper management and administration of Business Associate, *provided that* (i) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached or (ii) the disclosures are Required By Law; and
4. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

III. Rights and Obligations of Covered Entity

A. Privacy Practices and Restrictions

1. Upon request, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520. If Covered Entity subsequently revises the notice, Covered Entity shall provide a copy of the revised notice to Business Associate.
2. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

B. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

IV. Term and Termination

- A. Term. The term of this Agreement shall begin on the later of the Effective Date defined above or the effective date of the Services Agreement and shall end upon the termination of the Services Agreement or upon termination for cause as set forth in the following Section IV.B, whichever is earlier.
- B. Termination for Cause. Upon any Party's knowledge of a material breach of this Agreement by another Party, the nonbreaching Party shall have the following rights:
 1. If the breach is curable, the nonbreaching Party may provide an opportunity for the other Party to cure the breach or end the violation. Alternatively, or if the other Party fails to cure the breach or end the violation, the nonbreaching Party may terminate this Agreement and the Services Agreement.
 2. If the breach is not curable, the nonbreaching Party may immediately terminate this Agreement and the Services Agreement.

3. If termination is not feasible, the nonbreaching Party may report the problem to the Secretary.

C. Effect of Termination.

1. Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI within its possession or control, and all PHI that is in the possession or control of Business Associate's subcontractors or agents. Business Associate shall retain no copies of the PHI.

2. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

V. Miscellaneous

A. Electronic Health Records. The Parties agree that Business Associate shall not maintain any "electronic health record" or "personal health record," as those terms are defined in HITECH, for or on behalf of Covered Entity. As such, Business Associate has no obligation to document disclosures that are exempt from the accounting requirement under 45 CFR § 164.528(1)(i)-(ix), and Covered Entity agrees not to include Business Associate on any list Covered Entity produces pursuant to HITECH § 13405(c)(3).

B. Regulatory References. A reference in this Agreement to a section in any Applicable Law means the section in effect or as amended, and for which compliance is required.

C. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of Applicable Law. All amendments to this Agreement, except those occurring by operation of law, shall be in writing and signed by both Parties.

D. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Applicable Law.

E. Effect on Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the underlying Services Agreement shall remain in force and effect.



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERK'S OFFICE
23 DEC -5 PM 12:
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	20-23
Submitted by Councilmember(s):	Jazmarie Melendez
Co-Sponsors(s):	Choose an item.
District:	138TH
Subject:	Resolution Calling for An Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the Occupied West Bank
Referred to:	Miscellaneous Matters Committee
City Council Date:	December 4, 2023 (OFF THE FLOOR)

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Resolution Calling for An Immediate De-escalation and Permanent Ceasefire in Israel, Gaza, and the Occupied West Bank

WHEREAS, All life is precious, and the targeting of civilians, no matter their faith or ethnicity, is a violation of international humanitarian law; and

WHEREAS, In 1948, 750,000 Palestinians were forcibly displaced from their ancestral homeland, against their will, so that the state of Israel could be created; The Palestinian people have been forced by Israel to live under “apartheid conditions in a post-apartheid world”¹; Most recently, between October 7 and December 4, 2023, armed violence has claimed the lives of at least 15,523 Palestinians in Gaza (including at least 6,600 children), at least 254 Palestinians in the Occupied West Bank, and 1,200 Israelis, including Americans²; and

WHEREAS, Hundreds of thousands of lives are at imminent risk if a permanent ceasefire is not achieved and humanitarian aid is not delivered without delay; and

WHEREAS, All members of the Bridgeport City Council have a duty and responsibility to speak up in times of injustice, and to also center the voices, experiences, and realities of the most directly impacted in a given situation, including Bridgeport residents; and

WHEREAS, The Federal Government holds immense power to save Palestinian & Israeli lives;

NOW, THEREFORE BE IT RESOLVED, That the City Council of Bridgeport call upon our US Congressional delegation, both in the Senate and House of Representatives, to join us in

¹ <https://www.un.org/unispal/document/special-rapporteur-on-the-situation-of-human-rights-in-opt-israel-has-imposed-upon-palestine-an-apartheid-reality-in-a-post-apartheid-world-press-release/>

² <https://www.aljazeera.com/news/longform/2023/10/9/israel-hamas-war-in-maps-and-charts-live-tracker>

Since the collapse of medical and telecommunication services in Gaza City on November 10, the Ministry of Health in Gaza has been unable to provide regular casualty figures. As a result, the numbers provided come from the government media office in Gaza.



OFFICE OF THE CITY CLERK RESOLUTION FORM

1. Urging the Biden administration to immediately call for and facilitate immediate de-escalation and a permanent ceasefire to urgently end the current violence in Gaza, Israel, and the Occupied West Bank; and
2. Call upon the Biden administration to promptly send and facilitate the entry of humanitarian assistance to Gaza and the Occupied West Bank;

BE IT FURTHER RESOLVED, That upon passage of this Resolution, a copy be provided to the Bridgeport delegation to the Connecticut state legislature; the United States Congressional delegations from Connecticut; Connecticut Governor Ned Lamont; and President of the United States Joseph Biden.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

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