

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 5, 2011

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Adoption of City Council Rules

Election of City Council President

Appointment of City Council Standing Committees

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 17, 2011

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 01-11** Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with NAGE, National Association of Government Employees, Local RI-200 concerning their collective bargaining unit agreement, referred to Contracts Committee.
- 02-11** Communication from Finance Department re: Resolution Affirming and Approving Financing in the amount of \$44,000,000 for the Design, Rehabilitation, Upgrading and Construction of Various Improvements to the Combined Sewer Overflow Facilities, referred to Budget & Appropriations Committee.
- 03-11** Communication from Central Grants and Community Development re: Request to Appoint Twenty New Members to the 2012-2014 Citizen's Union Membership, referred to Miscellaneous Matters Committee.
- 04-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation with John Gale, referred to Miscellaneous Matters Committee.
- 05-11** Communication from OPED re: Resolution regarding the Acquisition of 115 Virginia Avenue from the State of Connecticut, referred to Economic and Community Development and Environment Committee.
- 06-11** Communication from Finance Department re: Approval of Additional Capital Project Authorization to the 2012-2016 Capital Plan – Columbus & Longfellow School Projects (2,700,000), referred to Budget & Appropriations Committee.

- 07-11** Communication from Finance Department re: Approval of General Obligation Bonds - To Fund Certain Capital Improvement Projects (2,700,000), referred to Budget & Appropriations Committee.
- 08-11** Communication from Tax Collector, re: Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 09-11** Communication from City Clerk re: Certification of Oath of Office of City Council Members, **ACCEPTED AND MADE PART OF THE RECORD.**
- 10-11** Communication from Central Grants and Community Development re: Grant Submission: 2011-2014 Public Health Emergency Preparedness Grant, referred to Economic and Community Development and Environment Committee.
- 11-11** Communication from Central Grants and Community Development re: Grant Submission: 2011-2012 Youth Service Bureau Grant, referred to Economic and Community Development and Environment Committee.
- 12-11** Communication from Central Grants and Community Development re: Grant Submission: 2011-2012 Lead Poisoning Prevention and Control Program Grant, referred to Economic and Community Development and Environment Committee.
- 14-11** Communication from Central Grants and Community Development re: Grant Submission: US Conference of Mayor's Childhood Obesity Prevention Grant, referred to Economic and Community Development and Environment Committee.
- 17-11** Communication from City Attorney re: Resolution Concerning Photo-Voltaic Electric Generation Facilities at Blackham School and Central High School, referred to Miscellaneous Matters Committee.
- 18-11** Communication from Labor Relations and Benefits Administration re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.36, amend Section 2.36.010, Officers' and Unaffiliated Employee Salaries, referred to Ordinance Committee.
- 19-11** Communication from Ethics Commission re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 2.38, Code of Ethics, referred to Ordinance Committee.
- 20-11** Communication from City Attorney re: Proposed Employment Contract with Chief of Police, referred to Contracts Committee.
- 21-11** Communication from City Attorney re: Proposed Employment Contract with Fire Chief, referred to Contracts Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 15-11** Communication from Central Grants and Community Development re: Grant Submission: State Department of Public Health for 2012-2015 Syringe Exchange Program Grant, **FOR IMMEDIATE CONSIDERATION.**
- 16-11** Communication from Central Grants and Community Development re: Grant Submission: 2012-2014 State of Connecticut Department of Public Health-Healthy Homes Program, **FOR IMMEDIATE CONSIDERATION.**

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

- 13-11** Resolution presented by Council Member Paoletto re Proposed Amendments to the Municipal Code of Ordinances, amend Section 15.12.250 Rental Conditions-Certificate of Apartment Occupancy, referred to Ordinance Committee.

CITY of BRIDGEPORT

**CITY COUNCIL
PUBLIC SPEAKING SESSION
DECEMBER 5, 2011
6:30 PM**

ATTENDANCE: Council members: Brannelly, Colon, Taylor-Moye, Brantley, Olson, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Martinez, Paoletto, Curwen, Holloway, Baker
ABSENT: Council members: M. McCarthy, Silva, Ayala

Council President McCarthy called the public speaking session to order at 6:40 pm.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 5, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

Jimmy Gonzalez
114 Lakeside Dr.
Bridgeport, CT 06606

SUBJECT

Whittier School Property.

Mr. Gonzalez thanked the city council for allowing him to speak. He stated that he was the city's chief Animal Control Officer. He talked about bringing in (200) animals at the animal shelter. He relayed that they have had to put hundreds of animals to sleep. He further relayed that he put some thought to how they can stop the endless revolving cycle of animals through education, respecting them and through teaching crime prevention to kids. His idea is to implement a training session for youth. He noted that we owe it to animals to be their voice and promote proper pet awareness through resources and education on how to care for them. He mentioned the high euthanasia rate, noting that it could be drastically lowered by neutering and spaying pets to stop overpopulation. He also suggested a program offering animal social services. He said he obtained 1,783 signatures in favor of his suggestions. He also mentioned using the Whittier School property for the program B.A.R.K; noting that the program will help improve the city.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 5, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Jimmy Gonzalez 114 Lakeside Dr. Bridgeport, CT 06606	Whittier School Property.
Nancy Esposito 105 Little Deer Road Bridgeport, CT 06606	Proposed Animal Resource Center.

Nancy Esposito
105 Little Deer Road
Bridgeport, CT 06606

Proposed Animal Resource Center.

The speaker wasn't present.

Clyde Nicholson

signed up to speak prior to the meeting

Mr. Nicholson talked about the education system in Bridgeport pertaining to complaints about the Board of Education and state taking over. He mentioned the nine (9) BOE members that lost their position and he felt the new board is out of touch with reality. He said he felt that if there was a problem with a board member, they should be able to vote them out (*he noted key persons that have been fired and he questioned why*).

He went on to talk about the problem at Columbus School related to contaminants from top to bottom. He said all the furniture became damaged and contaminated during construction and there is an issue with the building being identified as a clean building; but it's not. He emphasized that parents and workers are afraid to go there. He thought they should take everything that is old in the building and destroy it, adding that he felt the best option would be to tear it down and start new. He urged the council members to pay a surprise visit to the school and talk to the teachers. He further emphasized that there may be lawsuits forthcoming due to the toxic situation.

The public speaking session was closed at 6:54 pm.

Council President McCarthy called for a caucus prior to the city council meeting at 6:56 pm.

The caucus ended at 7:01 pm.

CITY COUNCIL MEETING

Monday, December 5, 2011

7:00 p.m.

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

ATTENDANCE: Council members: Brannelly, Colon, Taylor-Moye, Brantley, Olson, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: M. McCarthy, Silva, Ayala

Council President McCarthy called the meeting to order at 7:05 pm.

He announced that the Mayor wouldn't attend the meeting because his father-in-law passed away.

Council President McCarthy explained that under the charter, the council president normally takes over the meeting. However, since he was the current seating council president; he said he would ask Council member Holloway to sit in for the election.

Council President McCarthy noted the reasons the following council members were absent. And he asked for a moment of silence for the persons that recently passed away.

- Council member Silva's father was ill and he was rushed to the hospital
- Council member Manuel Ayala was very ill. He asked everyone to keep him in their prayers.
- Mayor Finch's father-in-law passed away.
- Lucille Bruno passed away.

**** COUNCIL PRESIDENT MOVED TO APPOINT COUNCIL MEMBER HOLLOWAY TO TEMPORARILY CHAIR THE MEETING FOR THE PURPOSE OF HOLDING THE ELECTION OF CITY COUNCIL PRESIDENT**

**** COUNCIL MEMBER LYONS SECONDED**

**** MOTION PASSED UNANIMOUSLY**

- Prayer - Council member Olson offered the prayer.
- Pledge of Allegiance- the pledge was led by Jeff Kohut.
- Roll Call - the city clerk took the roll call and announced there was a quorum.

Adoption of City Council Rules

- ** COUNCIL MEMBER CURWEN MOVED TO ADOPT THE CITY COUNCIL RULES**
**** COUNCIL MEMBER BRANTLEY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

Election of City Council President

Council member Curwen asked to be recognized to speak about a young man that he said he has come to know well. He expressed that the person he was speaking about was humble, caring and warmhearted. He added that he has always acted with poise and consideration under extreme conditions while conducting city business. He further expressed that he was a good friend!

- ** COUNCIL MEMBER CURWEN MOVED TO APPOINT COUNCIL MEMBER THOMAS McCARTHY AS CITY COUNCIL PRESIDENT**
**** COUNCIL MEMBER dePARA SECONDED**

Council member Holloway asked if there were any further nominations from the floor.

Council member Olson read a statement in relation to there being only three persons being representative of minority residents in the city: Ernest Newton, Liza Parziale and _____(didn't get third person)? He asked the council to consider one of the three Bridgeport representatives for city council president in the next election.

A roll call vote was taken for the appointment of city council president:

- ** MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR.**

****Let it be noted that there were three council members absent from the vote.***

Council President McCarthy as elected; took the chair to continue conducting the meeting.

Council President McCarthy thanked everyone for voting for him. He expressed a special thank you to Council member Curwen for his kind words.

He reminded the public that watch the city council meeting that all twenty (20) members are volunteers. He expressed that all of them devote a lot of time and hard work for the city with pride. He thanked everyone for their support.

Appointment of City Council Standing Committees

Council President McCarthy explained it was a big task to balance many factors involved in appointing the council members to the committees; based on the district and representation in the minority/majority groups. He said he also took into account what committee member would excel at serving on one of the committees. He said he tried to accommodate everyone - *he read the listing of appointed committees as follows:*

COMMITTEES OF THE CITY COUNCIL 2011-2012

First two named Councilmembers serve as Co-Chairmen

Committee on Budget and Appropriations

Councilmembers: Curwen, DePara, Brannelly, Martinez, Vizzo-Paniccia, Silva, , Austin,

Committee on Ordinances

Councilmembers: Paoletto, Blunt, Martinez, Curwen, Austin, Martin McCarthy, Bonney.

Committee on Public Safety and Transportation

Councilmembers: Lyons, Colon, Taylor-Moye, DePara, Baker, Olson, Paoletto.

Committee on Economic and Community Development and Environment

Councilmembers: Martinez, Brantley, Blunt, Curwen, Lyons, Colon, Martin McCarthy.

Committee on Miscellaneous Matters

Councilmembers: Vizzo-Paniccia, Baker, Taylor-Moye, Brannelly, Ayala, Brantley, Colon.

Committee on Contracts

Councilmembers: Silva, Brannelly, Brantley, Holloway, Vizzo-Paniccia, DePara, Paoletto.

Committee on Education and Social Services

Councilmembers: Taylor-Moye, Martin McCarthy, Olson, Ayala, Baker, Silva, Bonney.

Council President McCarthy explained that they were trying to get more than three people into leadership roles – he read the listing that outlined the Leadership and Liaisons as follows:

LEADERSHIP

CITY COUNCIL PRESIDENT: Thomas C. McCarthy

PRESIDENT PRO TEMPORE: Richard Bonney

MAJORITY LEADER: Angel M. DePara, Jr.

***A) DEPUTY MAJORITY LEADER/SGT OF ARMS: Richard M. Paoletto**

***B) DEPUTY MAJORITY LEADER: Denese Taylor-Moye**

***C) DEPUTY MAJORITY LEADER: Lydia N. Martinez**

***New Position: Appointed on December 6, 2011**

LIAISONS TO VARIOUS BOARDS AND COMMISSIONS

Liaison to the Chamber of Commerce: AmyMarie Vizzo-Paniccia

Liaison to Fire Commission: Martin C. McCarthy

Liaison to Harbor Commission: Denese Taylor-Moye

Liaison to Housing Authority: Leticia Colon

Liaison to the Library Board: Susan T. Brannelly

Liaison to Parks Commission: Carlos Silva

Liaison to Police Commission: Angel M. dePara, Jr.

Liaison to Port Authority: M. Evette Brantley

Liaison to WPCA: Richard Bonney

Liaison to Zoo: AmyMarie Vizzo-Paniccia

Liaison to Historic Commission: John W. Olson

SCHOOL BUILDINGS COMMITTEE MEMBERS: Holloway, Curwen, Martinez

- ** COUNCIL MEMBER CURWEN MOVED TO ACCEPT THE CITY COUNCIL APPOINTMENTS 2011-2012**
- ** COUNCIL MEMBER PAOLETTO SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

Council member Vizzo-Paniccia made a request to have the list reprinted and redistributed to reflect the correct spelling of her name.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 17, 2011

- ** COUNCIL MEMBER BONNEY MOVED TO ACCEPT THE MINUTES
- ** COUNCIL MEMBER dePARA SECONDED
- ** MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND TWO ABSTENTIONS (COUNCIL MEMBERS: *COLON AND *OLSON)

* = Council members newly elected and not present at the previous city council meeting.

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**** COUNCIL MEMBER PAOLETTO MOVED TO REFER
COMMUNICATIONS TO BE REFERRED TO COMMITTEES
** COUNCIL MEMBER dePARA SECONDED
** MOTION PASSED UNANIMOUSLY**

ITEMS FOR IMMEDIATE CONSIDERATION:

15-11 Communication from Central Grants and Community Development re: Grant Submission: State Department of Public Health for 2012-2015 Syringe Exchange Program Grant, **FOR IMMEDIATE CONSIDERATION.**

Ms. McGoldrick relayed the urgency pertaining to the approval for the 2012-2015 syringe exchange program. She stated that the item should have been on the last agenda, but there was an oversight, so that's why it was on the agenda tonight. She stated that the funding was for the vehicle that delivers the syringes, for contracted staff persons and vehicle fuel. There is no city match.

**** COUNCIL MEMBER HOLLOWAY MOVED TO APPROVE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

16-11 Communication from Central Grants and Community Development re: Grant Submission: 2012-2014 State of Connecticut Department of Public Health-Healthy Homes Program, **FOR IMMEDIATE CONSIDERATION.**

Ms. McGoldrick explained that the grant is federal money given to the state to be divided among various communities. She said the CDC (Center for Disease Control) was asking them to spend the funds quickly. The grant will be used for education and outreach for the healthy homes initiative; which involves energy efficiency, mold damage, inspections and remediation. There is no city match.

Council member Bonney asked what the dollar figure was. Ms. McGoldrick said the figure was \$50k per year, over a three-year period for a total of \$150k.

**** COUNCIL MEMBR PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBRE COLON SECONDED
** MOTION PASSED UNANIMOUSLY**

Council President McCarthy thanked Ms. McGoldrick for getting the information to the city council quickly.

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

13-11 Resolution presented by Council Member Paoletto re Proposed Amendments to the Municipal Code of Ordinances, amend Section 15.12.250 Rental Conditions-Certificate of Apartment Occupancy, referred to Ordinance Committee.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBER dePARA SECONDED
** MOTION PASSED UNANIMOUSLY**

New Business:

**** COUNCIL MEMBR CURWEN MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF REFERRING AN ITEM TO COMMITTEE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER CURWEN MOVED TO REFER RE: ITEM RELATED TO
STIPEND EXPENSES REIMBURSEMENT TO THE ORDINANCE COMMITTEE
(ITEM # 22-11)
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER OLSON MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF ADDING AN ITEM TO THE AGENDA
** COUNCIL MEMBER BRANNELLY SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER OLSON MOVED TO ADD AN ITEM FOR IMMEDIATE
CONSIDERATION RE: LEGISLATIVE COMMITTEE REQUESTED FROM THE
COURT (ITEM# 23-11)
** COUNCIL MEMBER BRANNELLY SECONDED**

****IT WAS STATED THAT ALL SEVENTEEN CITY COUNCIL MEMBERS PRESENT
WOULD SPONSOR THE RESOLUTION.***

**** MOTION PASSED UNANIMOUSLY**

December 5, 2011 – Bridgeport City Council Resolution

WHEREAS a proposal has been made that the City of Bridgeport be no longer a part of the Fourth United States Congressional District; and,

WHEREAS a proposal has been made to include the City of Bridgeport in the Fifth United States Congressional District; and,

WHEREAS the City of Bridgeport's Mayor William Finch is opposed to such proposals,

NOW BE IT THEREFORE RESOLVED that the Common Council of the City of Bridgeport opposes the above mentioned proposals, and expresses its desire to remain a part of the Fourth Congressional District, and that further City Council wishes to make known its desire to all appropriate state bodies and legislators.

**** COUNCIL MEMBER OLSON MOVED TO APPROVE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

- Council President announced that Council member Martin McCarthy wasn't present because he was on vacation.

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN
** COUNCIL MEMBER VIZZO-PANICCIA SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:35 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



Bill Finch
Mayor

City of Bridgeport
Labor Relations and Benefits Administration

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

Lawrence E. Osborne, Jr.
Director

Thomas C. McCarthy
Acting Deputy Director

Janet M. Finch
Human Resources Manager

Richard D. Weiner
Benefits Manager

MM. #01-11 Referred to Contracts Comm. on 12/05/2011

November 21, 2011

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

RE: NAGE, Local RI-200 Tentative Agreement

Dear Honorable Members:

The City of Bridgeport and NAGE, Local RI-200 have reached an agreement regarding the NAGE, Local RI-200 collective bargaining unit Agreement. Attached please find the Tentative Agreement.

It is hereby requested that the City Council refer this Tentative Agreement to the Contracts Committee for their review and consideration.

Sincerely,


Lawrence Osborne
Director of Labor Relations

LO/mjh
Enclosures

pc: Mayor Bill Finch
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Thomas C. McCarthy, Acting Deputy Director of Labor Relations
Dwayne Harrison, President, NAGE, Local RI-200
File

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
NOV 22 A 9:02

CITY OF BRIDGEPORT AND NAGE R1-200

TENTATIVE AGREEMENT

OCTOBER 19, 2011

The City of Bridgeport and NAGE R1-200 hereby agree to the following terms in settlement of their successor collective bargaining agreement for the period of July 1, 2009 through June 30, 2014:

1. **Duration:** 7/1/09 to 6/30/14

2. **Wages:**

7/1/09	0%
7/1/10	0%
7/1/11	0%
1/1/12	5%
7/1/12	2%
1/1/13	2%
7/1/13	3.5%

3. **Direct Deposit:** Effective 7/1/12, all employees shall be enrolled in direct deposit.

4. **Premium Cost Share:**

- Effective January 1, 2012: 18% for all active employees and those who retire effective on or after 1/1/12.
- July 1, 2012: Increase premium cost share to 25% for all active employees and those who retire effective on or after July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.
- New Employees (Hired on or after 11/15/11) : 25% plus 1% per year on 7/1 to 50% max.
- Same language as in other collective bargaining agreements regarding that the Union increases as a group one percent per year; new employees are placed at the level of the group.

5. **Early Retirement Incentive:**

Employees must give irrevocable notice by December 15, 2011 and retire on or before December 31, 2011 to continue to pay premium cost share at the rate of 12%. If an

employee chooses to retire with this Early Retirement Incentive they will not receive any raises or retro payments under this new CBA.

6. **Medical Insurance Co-Pays:**

- Effective July 1, 2012: Office Visit co-pay is reduced to \$15 from \$20; Specialist co-pay is reduced to \$20 from \$40.

7. **Insurance Buyout:**

- Increase to \$2,000, which is paid in two (2) equal installment.

8. **Special Officers:**

- Effective upon approval of CBA by the Bridgeport City Council, Special Officers (both Board of Education and City) shall no longer take home assigned vehicles.
- Park Special Officer vacancies shall not be filled.
- Elimination of Park Special Officers through attrition.
- The Police Chief shall have the right to assign the Park Special Officers for jurisdiction and scope of duties.
- Until the full loss of Park Special Officers occurs through attrition, all Special Officers (Board of Education and Parks) shall continue to retain primary overtime rights in the Parks as per Article 12.3© of the 2005-2009 CBA.

9. **Special Officers:**

Restructured Wage Schedule

Increase the base rates by \$3,000 effective upon implementation. This will be a one time increase to the base wage and will be part of the base for calculating the CBA wage increases.

10. **Telecommunication Officers (TCO's):**

Restructured Wage Schedule

1. 17.00
2. 19.00
3. 21.00
4. 22.00
5. 24.00

Increases are effective upon implementation. This will be a one time increase to the base wage and will be part of the base for calculating the CBA wage increases.

11. **Buyers:**

Restructured Wage Schedule

Increase base rate by \$3,000 effective upon implementation. This will be a one time increase to the base wage and will be part of the base for calculating the CBA wage increases.

12. **Art. 49, Sec. 49.5 [NEW]:**

Animal Control Officers. The City shall provide and pay for advanced rabies immunization shots for all active Animal Control Officers and upon hiring for all new Animal Control Officers. Such shots are to be distinguished from the normal rabies treatment that would occur when a possible exposure arises.

13. **Art. 30, Sec. 30.10 [NEW]:**

Outerwear: The following employees shall receive a \$400 allowance for outerwear upon implementation and \$200 on each October 1st thereafter:

1. Housing Code Inspectors
2. Sanitarians
3. Lead Inspectors
4. Outreach Tuberculosis Workers
5. Property Appraisers
6. Zoning Inspectors
7. Anti-Blight Inspector

14. **\$500 Animal Control Officer Uniform Allowance** – Effective upon implementation and each October 1st thereafter.

15. **Layoff Procedure:**

Contract language controls over Civil Service. The following shall apply:

“the employee with the least seniority (as defined in section 14.5 of the CBA) within the classification...”

Paragraph 3:

“provided said employee has greater seniority (as defined in section 14.5 of the CBA) than employees occupying the lower position”

Paragraph 4

“recall set forth in the existing Rule of the Civil Service Commission shall continue to be in effect, **except that the language of section 14.5 of the CBA shall control with respect to the definition of seniority.**”

Paragraph 5:

“the employee with the least seniority (as defined in section 14.5 of the CBA) within the classification...”

“provided said employee has greater seniority (as defined in section 14.5 of the CBA) than employees occupying the lower position.”

16. **Layoff Notice:** The City shall provide a five day notice for layoffs.
17. **Retiree Dependents:** No additional dependants may be added to employee benefits package after retirement.
18. **Retroactivity:** There will be no retroactive payments made under this agreement. This includes, but is not limited to: wages, insurance buyouts, uniform allowances, insurance co-pays, etc.

19. **Art. 31, Sec. 31.12 (A):**

The parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the City's insurance plan. At that time, the premium cost share shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplemental plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

20. **Cafeteria Workers Uniform Allowance**

Increase annual allowance from \$250 to \$275.00.



Dwayne Harrison
President
NAGE, Local R1-200



Bill Finch
Mayor
City of Bridgeport

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BILL FINCH
Mayor

CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone (203) 576-7251 Fax (203) 576-7067

DAWN NORTON
Interim Finance
Director

COMM. #02-11 Referred to Budget & Appropriations Committee on 12/05/2011

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Dawn Norton, Interim Finance Director

Date: November 22, 2011

Re: **RESOLUTION AFFIRMING AND APPROVING FINANCING IN THE AMOUNT OF \$44,000,000 FOR THE DESIGN, REHABILITATION, UPGRADING AND CONSTRUCTION OF VARIOUS IMPROVEMENTS TO THE COMBINED SEWER OVERFLOW FACILITIES**



Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

Enc.

DN/gc

RECEIVED
CITY OF BRIDGEPORT
NOV 23 A 9:33
DIRECTOR OF FINANCE

CITY COUNCIL
CITY OF BRIDGEPORT

**RESOLUTION AFFIRMING AND APPROVING FINANCING IN THE AMOUNT OF
\$44,000,000 FOR THE DESIGN, REHABILITATION, UPGRADING AND
CONSTRUCTION OF VARIOUS IMPROVEMENTS TO THE COMBINED SEWER
OVERFLOW FACILITIES**

WHEREAS, the City of Bridgeport (the "City") has been obligated since 1976 to provide a plan for the elimination of sewer overflows and by-passes and the elimination and/or reduction of storm water discharges to and/or infiltration into the sanitary sewerage system within the affected areas of the City and construct any necessary modifications to eliminate such overflows and reduce the peak flows received at the municipal sewerage treatment plants to a practical limit (collectively, the "CSO Facilities") pursuant to orders issued by the State of Connecticut's Department of Environmental Protection and has retained independent consultants to evaluate the problems at the facilities and to recommend solutions to the deficiencies which have been found to exist at these facilities; and

WHEREAS, based on a facilities plan dated February, 1988 and revised April, 1988 entitled "Facility Plan Combined Sewer Improvements Bridgeport, CT" (the "Facilities Report") the costs of designing, rehabilitating, upgrading and constructing improvements at the CSO Facilities (the "CSO Improvements") were anticipated to be approximately \$32,308,000; and

WHEREAS, on August 29, 1989, the WPCA passed a resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the "Clean Water Fund Statutes"), and (iii) recommending to the City Council of the City of Bridgeport (the "City Council") the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "1989 WPCA Resolution"); and

WHEREAS, the City Council passed a resolution on October 16, 1989, as subsequently amended by City Council resolutions passed on May 21, 1990 and June 19, 1995, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (collectively, the "1989 City Council Resolutions"); and

WHEREAS, on July 19, 2005, the WPCA amended and restated the 1989 WPCA Resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2005 WPCA Resolution"); and

WHEREAS, the City Council passed a resolution on September 6, 2005, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2005 City Council Resolution"); and

WHEREAS, on March 18, 2008, the WPCA amended and restated the 2005 WPCA Resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 2005 WPCA Resolution in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2008 WPCA Resolution"); and

WHEREAS, the City Council passed a resolution on June 16, 2008, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 2005 WPCA Resolution, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2008 City Council Resolution" and collectively with the 2005 City Council Resolution and the 1989 City Council Resolutions, the "City Council Resolutions"); and

WHEREAS, through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, including Clean Water Fund loan obligations of the City in the amount of \$31,466,290, the WPCA has effected the design and construction of various improvements at the CSO Facilities, including, without

limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution; and

WHEREAS, additional rehabilitations, upgrades and construction have been and are now required at the CSO Facilities in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements.

NOW, THEREFORE, BE IT RESOLVED,

(a) That the City Council, having reviewed the recommendations of the WPCA as evidenced by the Resolution adopted by the WPCA on November 15, 2011, a copy of which is annexed hereto as Exhibit A and made a part hereof, hereby amends the list of improvements to the CSO Facilities included in the City Council Resolutions, including, without limitation, the CSO Improvements, to include the design, rehabilitation, upgrading and construction of the following improvements to the CSO Facilities (the "Projects"):

Ash Creek, Rooster River and Black Rock Harbor: Construction of:

- 76 acres of sewer separation
- 3 regular consolidation projects
- 5 control regulators
- 2 relief sewers
- 1 remote storage/treatment unit

Pump Station Refurbishment: Improvements and modifications including:

- Safety protective equipment
- Security fencing
- Electrical wiring and lighting
- Ventilation
- Replacement of pumps, valves and switchgear
- Installation of auxiliary power
- Installation of alarms and flow monitoring

Siphon Improvements: Engineering work consisting of:

- Coordination of and cleaning and televising of siphons
- Review of results and recommendations
- Preparation of plans and specifications of new structures

Sewer Separation: Engineering work consisting of:

- Preparation of plans and specifications for Area 711

Harborpointe Sewer Separation: Engineering work consisting of:

- Preparation of plans and specifications for Area 712

Central Station, GREG's and REGCON Sewer Coordination: Prepare Design Study

Report, plans and specifications of 19 controlled Regulators, Regulator Consolidation and Central Monitoring Station

REGCON's, East Side, Areas 711, 712 and 713: Prepare plans and specifications for 7,125 feet of regulator consolidation

BAYEL Treatment Unit: Prepare plans and specifications for a remote treatment unit at BAYEL control regulator on the upper reaches of Johnson Creek

REGCON's, West Side Area 621: Prepare plans and specifications for 12,650 feet of regulator consolidation sewer for the area along the Pequonnock River from Island Brook to Congress Street

REGCON's, West Side Area 622: Prepare plans and specifications for 6,760 feet of sewer line for consolidation of discharges to the Pequonnock River, Cedar Creek and Bridgeport Harbor

CREG Evaluation: Evaluate the effectiveness of CREG's in Areas 711 and 622

Separation Evaluation: Evaluate sewer separation effectiveness in Areas 711 and 623

Overflow Treatment Effectiveness: Evaluate overflow treatment effectiveness at areas 711 and 623

In-Line Storage Control: Prepare plans and specifications for use of interceptors for in-line storage

Inflow & Infiltration: Evaluate sewage flow to Island Brook and River Street Pump Stations to complete design of new station. Relining of over 20,000 linear feet of existing sewers to reduce/eliminate infiltration and increase structural integrity.

MCSO – G-1 Design and Construction: Sewer installation, area of Crescent to Stillman Street between Knowlton and Noble Street.

MCSO – G-2 Design and Construction: Sewer installation, area of Crescent to Stillman Street between Noble and E. Main Street.

MCSO – G-3 Design and Construction: New River Street Pump Station to replace existing River Street and Island Brook Stations.

MCSO – G-4 Design and Construction: Sewer installation, area of Church to Ogden Street between E. Main Street and Pembroke Lake.

MCSO – G-5 Design and Construction: Interconnect sewer from Island Brook Pump Station to New River Street Pump Station including demolition of existing stations.

MCSO – H Design and Construction:

- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Ellsworth Street and Fairfield Avenue between Martin Terrace and I-95
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Bostwick Avenue and Wordin Avenue between the Cedar Creek and Railroad Avenue
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Lafayette Street and the Pequonnock River from Railroad Avenue to Bridgeport Harbor
- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Route 8/25 and the Pequonnock River from North Washington Avenue to Bridgeport Harbor

(b) That in connection with the Projects, the City Council hereby authorizes and approves the execution and delivery of project funding agreements (the "Agreements") between the City, the WPCA and the State of Connecticut (the "State") substantially in such form as may be required by the State. The Mayor of the City is authorized to sign such Agreements by his manual or facsimile signature.

(c) That, in connection with the Projects and to evidence loan or loans under the Clean Water Fund, the City Council hereby authorizes and approves the sale, issuance, rollover and/or reissuance by the City from time to time of project loan obligations, interim funding obligations or other obligations meeting the conditions prescribed in the Clean Water Fund Statutes (collectively, the "Obligations") in an amount not to exceed Forty Four Million Dollars (\$44,000,000). The Obligations shall be issued pursuant and subject to the Clean Water Fund Statutes. To meet any portion of the costs of the Projects determined to be eligible for funding under said Clean Water Fund program, the City may issue its project loan obligations to the State and may issue interim funding obligations in anticipation of such project loan obligations in such denominations as may be appropriate. Any such interim funding obligations may be renewed from time to time by the issuance of other notes, provided the final maturity of such notes do not exceed the maximum period permitted under Section 22a-479 of the General Statutes. The Obligations shall be secured as to both principal and interest by a pledge of revenues to be derived from sewerage system use and/or connection charges or benefit assessments or both. The Obligations shall also be secured by the full faith and credit of the City. The Mayor of the City is authorized to sign such Obligations by his manual or facsimile signature. The Obligations shall bear the seal of the City or a facsimile of the seal.

(d) That, in addition to the Obligations described above, the Mayor of the City and the WPCA, acting by its Chairman, Vice Chairman, General Manager or any of them, is authorized to apply for and accept federal and state grants to help defray the costs of the Projects.

Any grant proceeds may be used to pay costs of the Projects or principal and interest on the Obligations authorized hereunder.

(e) That, in connection with the Projects, the WPCA is authorized to (i) design, rehabilitate, upgrade and construct the Projects, (ii) approve and incur the costs associated with the design and construction of the Projects, including but not limited to all applicable design and construction costs, equipment, furnishings, materials, land acquisition, architects' fees, engineering fees, legal fees, net temporary interest and other financing costs, and other costs and expenses related to the Projects, and (iii) contract with engineers, contractors and others for the Projects.

(f) That the Mayor of the City and the WPCA, acting by its Chairman, Vice Chairman, General Manager or any of them, and any other proper officers of the City are authorized to execute all such other documents and perform all other acts which are necessary or appropriate to enter into the Agreements, to construct and complete the Projects and to issue and sell the Obligations, including, but not limited to, determining the terms and other details of the Obligations.

(g) That any and all actions taken by the Mayor, the WPCA or any other officers of the City or the WPCA in connection with the Projects are hereby ratified and confirmed.

Exhibit A

**RESOLUTION FOR ADOPTION BY THE WATER POLLUTION CONTROL
AUTHORITY OF THE CITY OF BRIDGEPORT**

WHEREAS, the City of Bridgeport (the "City") has been obligated since 1976 to provide a plan for the elimination of sewer overflows and by-passes and the elimination and/or reduction of storm water discharges to and/or infiltration into the sanitary sewerage system within the affected areas of the City and construct any necessary modifications to eliminate such overflows and reduce the peak flows received at the municipal sewerage treatment plants to a practical limit (collectively, the "CSO Facilities") pursuant to orders issued by the State of Connecticut's Department of Environmental Protection and has retained independent consultants to evaluate the problems at the facilities and to recommend solutions to the deficiencies which have been found to exist at these facilities; and

WHEREAS, based on a facilities plan dated February, 1988 and revised April, 1988 entitled "Facility Plan Combined Sewer Improvements Bridgeport, CT" (the "Facilities Report") the costs of designing, rehabilitating, upgrading and constructing improvements at the CSO Facilities (the "CSO Improvements") were anticipated to be approximately \$32,308,000; and

WHEREAS, on August 29, 1989, the WPCA passed a resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the "Clean Water Fund Statutes"), and (iii) recommending to the City Council of the City of Bridgeport (the "City Council") the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "1989 WPCA Resolution"); and

WHEREAS, the City Council passed a resolution on October 16, 1989, as subsequently amended by City Council resolutions passed on May 21, 1990 and June 19, 1995, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes; and

WHEREAS, on July 19, 2005, the WPCA amended and restated the 1989 WPCA Resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements, (ii) approving the financing of such improvements

through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2005 WPCA Resolution"); and

WHEREAS, the City Council passed a resolution on September 6, 2005, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes; and

WHEREAS, on March 18, 2008, the WPCA amended and restated the 2005 WPCA Resolution (i) approving the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 2005 WPCA Resolution in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements, (ii) approving the financing of such improvements through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, and (iii) recommending to the City Council the approval of the financing of such improvements through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes (the "2008 WPCA Resolution"); and

WHEREAS, the City Council passed a resolution on June 16, 2008, approving the financing of the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 2005 WPCA Resolution, in an amount not to exceed \$32,308,000 through loans and other obligations available under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes; and

WHEREAS, through a combination of federal and state grants and loans under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, including Clean Water Fund loan obligations of the City in the amount of \$31,466,290, the WPCA has effected the design and construction of various improvements at the CSO Facilities, including, without limitation, the CSO Improvements as well as additional rehabilitations, upgrades and construction required at the CSO Facilities since the adoption of the 1989 WPCA Resolution; and

WHEREAS, additional rehabilitations, upgrades and construction have been and are now required at the CSO Facilities in order that the CSO Facilities continue to comply with all applicable federal, state and local law requirements.

NOW, THEREFORE, BE IT

RESOLVED, that the list of improvements to the CSO Facilities included in the 1989 WPCA Resolution, including, without limitation, the CSO Improvements, is hereby amended and restated to include the design, rehabilitation, upgrading and construction of the following improvements at the CSO Facilities (the "Projects"):

Ash Creek, Rooster River and Black Rock Harbor: Construction of:

- 76 acres of sewer separation
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- Sewer installation, including pipe replacement, relining and utility relocation, for the area bounded by Route 8/25 and the Pequonnock River from North Washington Avenue to Bridgeport Harbor

RESOLVED, that the WPCA hereby approves the Projects; and be it further

RESOLVED, that, in connection with the Projects, the WPCA is authorized to (i) design, rehabilitate, upgrade and construct the Projects, (ii) approve and incur the costs associated with the design and construction of the Projects, including but not limited to all applicable design and construction costs, equipment, furnishings, materials, land acquisition, architects' fees, engineering fees, legal fees, net temporary interest and other financing costs, and other costs and expenses related to the Projects in an amount not to exceed \$87,500,000, and (iii) contract with engineers, contractors and others for the Projects; and be it further

RESOLVED, that, in connection with the Projects, the WPCA recommends to the City Council that the City Council authorize the City to do any and all things necessary and/or appropriate (i) to obtain project loans and grants under the Clean Water Fund pursuant to the provisions of the Clean Water Fund Statutes, or under any applicable Federal Program, in an amount not to exceed Eighty Seven Million Five Hundred Thousand Dollars (\$87,500,000), such amount representing the total cost of the Projects, (ii) to approve the sale, issuance, rollover and/or reissuance by the City from time to time of project loan obligations, interim funding obligations, or other obligations meeting the conditions prescribed in the Clean Water Fund Statutes in an amount not to exceed Forty Four Million Dollars (\$44,000,000), and (iii) to authorize the negotiation and execution of project funding agreements with the State of Connecticut and other governmental entities as may be required; and be it further

RESOLVED, that, in connection with the Projects, the Chairman, Vice Chairman or General Manager of the WPCA, or any of them, be and is hereby authorized as applicable, (i) to execute and file applications on behalf of the City with the Commissioner of the Department of Environmental Protection of the State of Connecticut for project loans and grants, (ii) to apply for and accept project grants under any other applicable federal or state program, and (iii) to execute on behalf of the WPCA all the applications, agreements, instruments and documents, accept payments, make disbursements and do all other things that may be necessary or appropriate in order to obtain project loans and grants and to ensure that such improvements be completed; and be it further

RESOLVED, that any and all actions taken by the by the WPCA in connection with the Projects are hereby ratified and confirmed.



City of Bridgeport, Connecticut
DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-8144
Fax (203) 332-5657

ANDREW L. NUNN
CAO

BILL FINCH

Mayor Comm. #03-11 Referred to Miscellaneous Matters
Committee on 12/05/2011

KELLY McDERMOTT
Senior Manager

TO: Honorable members of the Bridgeport City Council

FROM: Kelly McDermott
Senior Manager, Central Grants & Community Development

RE: Request to Appoint 2012-2014 Citizen Union Membership

DATE: November 17, 2011

For your review and approval, please find attached the resolution appointing twenty new members to the 2012-2014 Bridgeport Citizens Union.

The Bridgeport Citizens Union, as established by City Charter, purpose is to give the general public an opportunity to participate in the planning, development and allocations process associated with all of the City's Federal Housing and Community Development Programs. More specifically, the Citizen Union helps develop the City's Consolidated Plan for Housing & Community Development and subsequently assists in the formation of Annual Action Plans which detail how the City will implement the goals and objective identifies in the Consolidated Plan.

The Citizens' Union By-laws establish a twenty-seven member Committee. One representative is appointed by each of the twenty Bridgeport City Council members for a total of twenty members. In addition, one representative represents each of the seven CDBG targeted neighborhoods.

For your information, attached please find a list of the current (2010-2012) Citizen's Union members and a blank 2012-2014 nomination form.

CGCD respectfully submits the attached resolution for consideration. Should you have any questions, please do not hesitate to contact me at 576-7755.

cc. Andrew Nunn, CAO
Adam Wood, Chief of Staff

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CITIZEN UNION RESOLUTION

Approved on _____ as # _____

WHEREAS, the Bridgeport City Ordinance establishes a Bridgeport Citizen's Union; and,

WHEREAS, the purpose of the Citizen's Union is to provide the citizens of Bridgeport with an organized structure to serve as a vehicle for allowing them the opportunity to participate in the planning and development of the Consolidated Plan for Housing & Community Development and Annual Action Plans which implement the goals and objectives articulated in the Consolidated Plan; and,

WHEREAS, a total of twenty seven members will sit on the Citizen's Union; and,

WHEREAS, one representative will be appointed by each of the twenty Bridgeport City Council members for a total of twenty members; and,

WHEREAS, one representative will represent each of the seven CDBG targeted neighborhood/impacted areas and vacancies of these seven members will be filled by the Citizens' Union; and,

WHEREAS, the proposed slate of new members is subject to City Council approval;

Now Therefore be it

RESOLVED, that the Bridgeport City Council hereby approves the attached 2012-2014 Bridgeport Citizens' Union Committee slate as nominated by members of the City Council.

2010 – 2012 Citizen's Union

District/Council Member	Nomination
130 th – Susan T. Brannelly	John Marshall Lee 30 Beacon Street Bridgeport, CT 06605 Day: 203-259-9642 Even: 203-366-3667 peopleins@aol.com
130 th – Martin C. McCarthy	Eileen Walsh 2872 Fairfield Avenue Bridgeport, CT 06605 203-814-6856
131 st – Anderson Ayala	Milagrosa Seguinot 140 Yale Street, Unit 11 Bridgeport, CT 06605 H: 203-296-9907 C: 203-338-1291
131 st – Denese Taylor-Moye	Jack Banta 20 Cole Street Bridgeport, CT 06604 203-829-7721 jlbanta@gmail.com
132 nd – Robert S. Walsh	Bernice Smith 1084 Iranistan Avenue Bridgeport Ct 06604 H: 203-334-6794 C: 203-526-6841 Circle@optonline.net
132 nd – M. Evette Brantley	Gina Simpson 439 Norman Street Bridgeport, CT 06605 H: 203-579-2468
133 rd – Howard Austin, Sr.	Gotrell McLellan 425 Savoy Street Bridgeport, CT 06606 H: 203-371-7202 C: 203-260-0209 Gotrell.mc.lellan@sbcglobal.net

133 rd – Thomas C. McCarthy	Jeanette Herron – Co-Chairman Board of Education 2649 Main Street Bridgeport, CT 06606 H: 203-345-4307 C:203-209-2788 Email: Jinone@aol.com
134 th – Michelle A Lyons	Gladys Walker-Jones Board of Education 44 Oxford Street Bridgeport, CT 06606 Tel: 576-7303 Email: gjones@bridgeportedu.net
134 th AmyMarie Vizzo-Paniccia	
135 th – Richard Bonney	
135 th – Warren Blunt	Rick Cruz - Co-Chairman 117 Chamberlain Place Bridgeport, CT 06606 H: 203-371-6493 rick_cruz@sbcglobal.net
136 th – Carlos Silva	Jack McGinnis 123 Palm Street Bridgeport, CT 06610 H: 203-335-4345
136 th – Angel M. DePara, Jr.	Joyce Purnell 32-201 Oakview Circle Bridgeport, CT 06604 H: 203-368-6168 C: 203-395-9869 Jpurnell9@earthlink.net
137 th – Lydia N. Martinez	Paul T. Barnum 179 Maple Street Bridgeport, CT 06608 203-366-1226 Paul.Barnum@yahoo.com

137 th – Manuel Ayala	Carmen R. Toro 85 William Street Bridgeport, CT 06608 203-450-1221
138 th – Robert P. Curwen, Sr.	Anna Gonzalez 525 Palisades Avenue Apt 910 Bridgeport, CT 06610 203-345-9755
138 th – Richard M. Paoletto, Jr.	Amy Powell 146 Court D Building 65 Success Village Bridgeport CT 06610 203-612-6079 203-384-3420 amypowell34@yahoo.com
139 th – James Holloway	Edith Anderson 1402 Stratford Avenue Bridgeport, CT 06607 H: 203-366-4624 C: 203-520-8223 Ebanders64021@yahoo.com
139 th – Andre F. Baker, Jr.	Rev. Richardo Griffith 707 Central Avenue Bridgeport, CT 06607 203-583-2933 revrickygee@aol.com

Last updated 3/2/11 JK

2012 – 2014 Citizen's Union

District/Council Member	Nomination
130 th – Susan T. Brannelly	
130 th – Martin C. McCarthy	
131 st –Leticia Colon	
131 st – Denese Taylor-Moye	
132 nd – John W. Olson	
132 nd – M. Evette Brantley	
133 rd – Howard Austin, Sr.	

133 rd – Thomas C. McCarthy	
134 th – Michelle A Lyons	
134 th AmyMarie Vizzo-Paniccia	
135 th – Richard Bonney	
135 th – Warren Blunt	
136 th – Carlos Silva	
136 th – Angel M. DePara, Jr.	
137 th – Lydia N. Martinez	

137 th – Manuel Ayala	
138 th – Robert P. Curwen, Sr.	
138 th – Richard M. Paoletto, Jr.	
139 th – James Holloway	
139 th – Andre F. Baker, Jr.	

Updated 11/17/11 JK

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Michael G. Caldwell
Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

Comm. #04-11 Referred to Miscellaneous Matters Committee
on 12/05/2011

November 22, 2011

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

RECEIVED
CITY ATTORNEY'S OFFICE
NOV 22 P 3:16

Re: Proposed Settlement of Pending Litigation in the Matter of John Gale

Dear Councilpersons:

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

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
John Gale	Due Process Violation	Thomas W. Bucci, Esq.	\$50,000.00

Kindly place this matter on the agenda for the City Council meeting on December 5, 2011 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

cc: Bill Finch, Mayor
Fleeta C. Hudson, City Clerk
Kim Laue



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

COMM. #05-11 Referred to ECD&E Committee on
12/05/2011

November 9, 2011

DONALD C. EVERSLEY
Director of
Planning and
Economic Development

MICHAEL P. NIDOH
Director of Planning

Bridgeport City Council
c/o Office of the City Clerk
City Hall – Room #204
45 Lyon Terrace
Bridgeport, CT 06604

RE: Resolution regarding the Acquisition of 115 Virginia Avenue

Dear Honorable City Councilpersons:

The State of Connecticut has tendered an offer to the City of Bridgeport to acquire 115 Virginia Avenue, an approx. 3.1 acre parcel also known as City Block #2860, Lot #71 that is located in the North Bridgeport neighborhood. (See attached map.) The property is proposed to be transferred “as is, where is” and is devoid of any structures at this time.

The State will transfer this property to the City for “municipal purposes” and the City intends to develop a “pocket park” here sometime in the future for the passive and active benefit of the North Bridgeport neighborhood.

A copy of the Quit Claim Deed is attached that the proposed Resolution of the City Council would authorize be executed in order to obtain this property. A C.G.S. Sec. 8-24 “favorable report” from the Planning & Zoning Commission on the appropriateness of the acquisition as it pertains to the goals and objectives of the City’s Master Plan of Conservation & Development was acquired at their September 26, 2011 meeting.

On behalf of the City of Bridgeport, I respectfully request the City Council approve this proposed Resolution to acquire 115 Virginia Avenue for the purpose of developing a “pocket park” here for the benefit of the North Bridgeport neighborhood.

City staff will be available at your Council Committee meeting to answer any questions that you may have involving this request. The attached package of information and map provides more details on this proposed transaction.

RECEIVED
CITY OF BRIDGEPORT
NOV 14 2011

In the interim, should you have any questions regarding the above, please feel free to contact me at michael.nidoh@bridgeportct.gov or 203.576-7191 at your convenience.

Thank you in advance for your consideration of this request.

Sincerely,



Michael P. Nidoh
Director of Planning

Attachment: (3)

Pc: Bill Finch – Mayor (w/ attachments)
Andrew Nunn – CAO (w/attachments)
Ed Lavernoich – OPED (w/ attachments)
Atty. Ed Schmidt – Office of the City Attorney (w/ attachments)
Tyrone McClain – Office of the Mayor (w/ attachments)

**RESOLUTION OF THE CITY COUNCIL
REGARDING
THE ACQUISITION OF 115 VIRGINIA AVENUE
FROM THE
STATE OF CONNECTICUT**

WHEREAS, the State of Connecticut, acting herein by Denise L. Napier, its Treasurer, and duly authorized pursuant to Special Act 16-11, Section 12 offers the parcel at 115 Virginia Avenue (“Property”) to the City of Bridgeport; and

WHEREAS, the City of Bridgeport (“City”) desires to acquire the Property known as 115 Virginia Avenue, City Block #2860, Lot #71 from the State of Connecticut (“State”); and

WHEREAS, the State is willing to transfer the Property to the City for “municipal purposes” at a cost of a five hundred dollar (\$500.00) conveyance fee to the CT Department of Administrative Services (“DAS”); and

WHEREAS, the City proposes to use the approx. 3.1 acre Property as a “pocket park” to enhance the passive and active recreational opportunities of the North Bridgeport neighborhood; and

WHEREAS, said transfer will occur via a Quit Claim Deed (see copy attached) that will deliver the Property in an “as is, where is” condition; and

WHEREAS, the Bridgeport Planning & Zoning Commission (“P&ZC”) has rendered a “favorable” recommendation on September 26, 2011 under C.G.S. Sec. 8-24 on the acquisition of the Property; and

WHEREAS, the acquisition of 115 Virginia Avenue from the State of Connecticut is deemed to be in the best interests of the City of Bridgeport;

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council hereby agrees to accept the Property under the conditions and terms of the Quit Claim Deed and hereby authorizes the Mayor of the City of Bridgeport to accept the Quit Claim Deed from the State of Connecticut and any and all other documentation necessary to complete the Property’s transfer to the City.

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT IT, THE STATE OF CONNECTICUT (“Grantor”) acting herein by Denise L. Nappier, its Treasurer, duly authorized pursuant to Special Act 16-11, Section 12, for good and valuable consideration, received to its full satisfaction of the CITY OF BRIDGEPORT (“Grantee”), does by these presents, for itself and its successors and assigns, justly and absolutely grant, remise, release and forever QUIT CLAIM unto it the said Grantee, its successors and assigns forever, all such right and title as it, the said Grantor, has or ought to have in or to that certain piece or parcel of land being approximately 3.1 acres, with all of the improvements thereon and all appurtenances thereto, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, known as 115 Virginia Avenue, Lot 71 in Block 2860 of City of Bridgeport Tax Assessor’s Map 68, as more particularly bounded and described in Schedule A attached hereto and made a part hereof (the “Property”).

Grantee shall use the Property for municipal proposes. The Property shall revert to the State of Connecticut in the event (a) the Property is not used for the express purpose set forth herein; (b) ownership of the entire Property is not retained by Grantee; or (c) all or a portion of the Property is leased out.

TO HAVE AND TO HOLD, the Property unto it, the Grantee, its successors and assigns, to the only use and behoove of it, its successors and assigns forever, so that neither it the Grantor, nor any person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the Property or any part thereof, but they and any one of them shall by these present be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor, acting herein by its said Treasurer, duly authorized, has hereunto set its hand this ____ day of _____, 2011.

Signed in the presence of:

GRANTOR:

STATE OF CONNECTICUT

By: _____

Denise L. Nappier
Its Treasurer
Duly Authorized

STATE OF CONNECTICUT)

ss. Hartford

COUNTY OF HARTFORD)

On this ____ day of _____, 2011, before me, the undersigned officer, personally appeared, Denise L. Nappier, Treasurer, of the State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

Commissioner of the Superior Court/
Notary Public
My commission expires:

Approved:
State Properties Review Board

By: _____
Edwin S. Greenberg
Its Chairman

Date signed: _____

Approved:
Office of the Attorney General

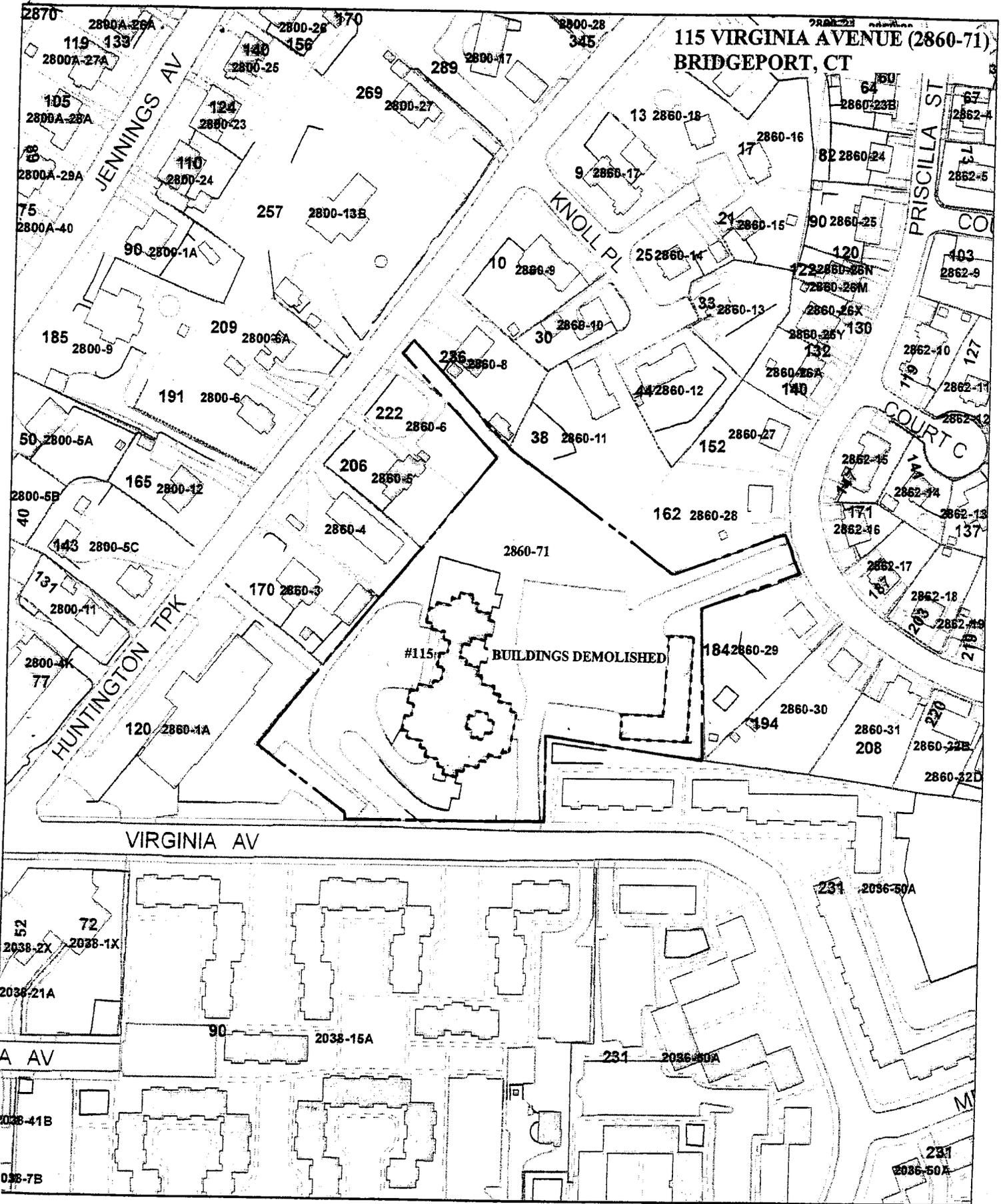
By: _____
Its Associate Attorney General

Date signed: _____

SCHEDULE A

BEGINNING at a point of intersection of the northern street line of Virginia Avenue and the property now or formerly owned by the Huntington Condominiums; thence northerly for a distance of 10.83 feet to a point; thence northwesterly along the property line of the Huntington Condominiums for a distance of 152.63 feet; thence northeasterly along the property line of the Huntington Condominiums for a distance of 90.00 feet; thence northeasterly along the property line now or formerly of Santiago Pineda for a distance of 101.00 feet; thence northeasterly along the property line now or formerly of 184 Huntington Turnpike, LLC for a distance of 75.00 feet; thence northeasterly along the property line now or formerly of Mary E. and Larene E. Lombardo for a distance of 75.00 feet (1st parcel); thence northeasterly along the property line now or formerly of Mary E. and Larene E. Lombardo for a distance of 75.00 feet (2nd parcel); thence northwesterly along the property line now or formerly of Mary E. and Larene E. Lombardo for a distance of 150.00 feet (2nd parcel); thence northeasterly along the eastern street line of Huntington Turnpike a distance of 20.00 feet; thence southeasterly along the southern property line of property now or formerly owned by Sirram M. Williams for a distance of 149.88 feet; thence southeasterly along the southern property line of property now or formerly owned by Migdalia Nieves for a distance of 167.73 feet; thence southeasterly along the southern property line of property now or formerly owned by Adam Motylewicz for a distance of 84.14 feet; thence northeasterly along the southern property line of property now or formerly owned by Adam Motylewicz for a distance of 129.90 feet; thence southeasterly along the western street line of Priscilla Street for a distance of 50.00 feet; thence southwestly along the northern property line of property now or formerly owned by Josepina and Bureta Ramesh for a distance of 122.00 feet; thence southerly along the western property line of property now or formerly owned by Josepina and Bureta Ramesh for a distance of 171.65 feet; thence westerly along the northern property line of property now or formerly owned by Nob Hill Condominium Association for a distance of 188.66 feet; thence southerly along the western property line of property now or formerly owned by Nob Hill Condominium Association for a distance of 122.49 feet; thence westerly along the northern street line of Virginia Avenue a distance of 189.01 feet back to the **BEGINNING**.

Said property constitutes #115 Virginia Avenue on City Block #2860, Lot #71 containing approx. 3.1 acres.



115 VIRGINIA AVENUE (2860-71)
BRIDGEPORT, CT

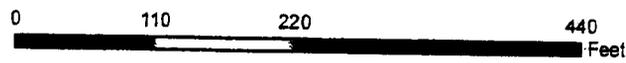
#115 BUILDINGS DEMOLISHED

VIRGINIA AV

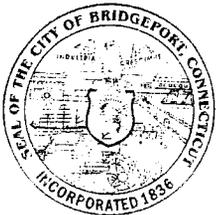
A AV



City of Bridgeport, Connecticut
Geographic Information System



The City of Bridgeport does not warrant the accuracy of the information contained herein nor is it responsible for any errors or omissions, accuracy, timeliness, or completeness of any of the information provided herein. The City of Bridgeport assumes no liability for its use, availability, or compatibility with users' software or computers. The City of Bridgeport explicitly disclaims any representations and warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The City of Bridgeport also shall assume no liability for: 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or 2. Any decision made of action taken or not taken by the user in reliance upon any information of data furnished hereunder.



BILL FINCH
Mayor

CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone (203) 576-7251 Fax (203) 576-7067

DAWN NORTON
Interim Finance
Director

omm. #06-11 Ref'd to Budget & Appropriations Committee on 12/5/2011

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Dawn Norton, Interim Finance Director

Date: November 28, 2011

Re: **APPROVAL OF ADDITIONAL CAPITAL PROJECT
AUTHORIZATION TO THE 2012-2016 CAPITAL BUDGET**

RECEIVED
CITY OF BRIDGEPORT
FINANCE DEPARTMENT
NOV 29 2011
Dawn Norton

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

Encs.
DN/gc

CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

APPROVAL OF ADDITIONAL CAPITAL PROJECT AUTHORIZATION TO THE 2012-2016 CAPITAL PLAN

WHEREAS, the City Council of the City of Bridgeport (the "City") has adopted the City's Five Year Capital Plan for Fiscal Years 2012-2016 (the "2012-2016 Capital Plan"); and

WHEREAS, the City Council has determined it to be in the best interest of the City to add additional capital plan authorization in the amount of \$2,700,000, for the Board of Education capital projects more particularly listed on Exhibit A attached hereto, to the City's 2012-2016 Capital Plan (the "School Projects"); and now therefore, be it

RESOLVED, That the City's 2012-2016 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the School Projects as set forth herein.

Exhibit A

Additional Board of Education Capital Projects

<u>Project Description</u>	<u>FY 2012 Capital Plan Authorization</u>
<i>Board of Education</i>	
Columbus School	\$1,500,000
Longfellow School	<u>\$1,200,000</u>
TOTAL	\$2,700,000



BILL FINCH
Mayor

CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone (203) 576-7251 Fax (203) 576-7067

DAWN NORTON
Interim Finance
Director

Comm. #07-11 Ref'd to Budget & Appropriations Committee on 12/5/2011

MEMORANDUM

To: Fleeta Hudson, City Clerk
From: Dawn Norton, Interim Finance Director
Date: November 28, 2011
Re: **APPROVAL OF GENERAL OBLIGATION BONDS -
To Fund Certain Capital Improvement Projects**

Dawn Norton

RECEIVED
CITY OF BRIDGEPORT OFFICE
NOV 28 PM 2:54

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

Encs.
DN/gc

CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Projects

WHEREAS, the City Council of the City of Bridgeport (the "City") has previously added the capital plan authorizations in the amount of \$2,700,000 for the Board of Education capital projects more particularly listed on Exhibit A attached hereto (the "School Projects") to the City's Five Year Capital Plan for Fiscal Years 2012-2016 (the "2012-2016 Capital Plan"); and

WHEREAS, the Charter of the City requires that authorization to borrow against said 2012-2016 Capital Plan be approved by the City Council; and

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the School Projects in the amount of \$2,700,000; and now therefore, be it

RESOLVED, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) additionally fund the School Projects in a principal amount not to exceed \$2,700,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$2,700,000 (exclusive of Financing

Costs, as hereinafter defined) for the purposes of funding the School Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed \$270,000, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

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

RESOLVED, That the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter

117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

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

RESOLVED, That the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are

authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

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

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

RESOLVED, That the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to

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

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

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

Exhibit A

<u>Project Description</u>	<u>Pending Authorization</u>
<i>Board of Education</i>	
Columbus School	\$1,500,000
Longfellow School	<u>\$1,200,000</u>
TOTAL	\$2,700,000



BILL FINCH
Mayor

CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 576-7271 Fax 332-5628
Collection Division 576-7266

ANNE KELLY-LENZ
Tax Collector

COMM. #08-11 Referred to Miscellaneous Matters Committee on
12/05/2011

DATE: November 28, 2011
TO: Committee on Miscellaneous Matters
FROM: Anne Kelly-Lenz *AKL*
SUBJECT: Refund of Excess Payments

I hereby request tax refunds for the accounts detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund requested.....

RECEIVED
CITY OF BRIDGEPORT OFFICE
NOV 29 2011 10 10

PPTS Lockbox
PO Box 5822
NY NY 10087-5822

Mortgage Company paid too much

Refund due: **\$12,602.58**

Corelogic
1 Corelogic Dr.
Westlake, TX 76262

Mortgage Company paid too much

Refund due: **\$14,247.28**

Foundation Realty Group LLC
4 Daniels Farm Road
Trumbull CT 06611

Payment made at Peoples that belongs to Stratford tax office

Refund due: **\$16,489.26**

Kenwood Bridgeport LLC
1705 Lands End RD
Manalapan, FL 33462

STIP judgment to reduce taxes but tax payer also paid - refund due

Refund due: **\$39,045.24**

North Main Bridge LLC
C/O The Milford Group LLC
Plymouth, MA 02360

STIP judgment to reduce taxes but tax payer also paid - refund due

Refund due: **\$91,209.30**



City of Bridgeport, Connecticut

OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

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

FLEETA C. HUDSON
City Clerk

FRANCES WILSON
Assistant City Clerk

Comm. 09-11 Accepted and Made Part of the Record.

December 5, 2011

CERTIFICATION

I hereby certify that the following were duly elected City Council Members of the City of Bridgeport at the election held on November 8, 2011, and that they have taken the Oath of Office prescribed by the Charter of the City of Bridgeport to wit:

130th District

Susan T. Brannelly (D)
Martin C. McCarthy (D)

135th District

Warren Blunt (D)
Richard Bonney (D)

131st District

Leticia Colon (D)
Denese Taylor-Moye (D)

136th District

Angel M. dePara, Jr. (D)
Carlos Silva (D)

132nd District

M. Evette Brantley (D)
John W. Olson (D)

137th District

Manuel Ayala (D)
Lydia N. Martinez (D)

133rd District

Howard Austin, Sr. (D)
Thomas C. McCarthy (D)

138th District

Robert P. Curwen, Sr. (D)
Richard M. Paoletto, Jr. (D)

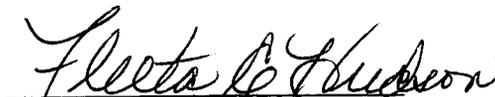
134th District

Michelle A. Lyons (D)
AmyMarie Vizzo-Paniccia (D)

139th District

Andre F. Baker, Jr. (D)
James Holloway (D)

Attest:


Fleeta C. Hudson
City Clerk

FCH:fw



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM. #10-11 Referred to ECD&E Committee
on 12/05/2011

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

November 22, 2011

To: Fleeta Hudson
From: Renu Gupta
Re: 2011 - 2014 Public Health Emergency Preparedness Grant

The Central Grants Department seeks authorization for Mayor Finch or his designee to enter into contract with the State Department of Public Health in the amount of \$60,677 for a Public Health Emergency Preparedness Grant.

The grant will allow the Health Department to take the steps necessary to adequately handle a public health emergency including: community preparedness, community recovery, public information and warning, mass care and medical countermeasure dispensing.

Thank you and please call me at 576-7732 with any questions.

RECEIVED
OFFICE
NOV 29 11 32



EXECUTIVE SUMMARY FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE : Public Health Emergency Preparedness

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-732

PROJECT SUMMARY/DESCRIPTION:

The three-year grant is funded by the Connecticut Department of Public Health (DPH) for the purpose of readying the City of Bridgeport to prepare for, respond to and recover from a public health emergency.

CONTRACT DATES: August 10, 2011 – August 9, 2014

GOALS AND PROCEDURES:

- Participate in the statewide hazard vulnerability assessment through discussions at regional meetings.
 - Verify through survey or excerpts from plans that the local health department/district either has its own or is part of a municipal continuity of operations plan (COOP). Initiate COOP planning if such a plan does not exist.
 - Identify local health partners that could assist with carrying out core public health functions during recovery phase of an emergency.
 - Identify vulnerable populations and their potential needs in mass care (shelter) and mass dispensing situations.
 - Identify role of public health in a mass care situation through discussions at regional meetings.
 - Link performance measures through exercises, real or planned events, or routine activities.
-

IF APPLICABLE

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

Federal:
City:
State: DPH @ \$60,677

FUNDS REQUESTED

Salaries/Benefits
Training/Travel/Mileage: \$5,000
Supplies/Materials: \$1,000
Computers/Software: \$2,100
Other: \$ 52,577 (see below)
Subcontracts: Yes No
If yes, supply listing and dollar amount

Other: Contractual Staff @ \$37,625
Drills & Exercises @ \$4,452
Interns @ \$4,900

Internet Service @ \$600
Advertising @ \$5,000

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

WHEREAS, funds under this grant will be used to coordinate public health preparedness; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Health and Social Services Department, submit an application to the State of Connecticut Department of Public Health in an amount not to exceed \$60,677 per year for three years for the purpose of coordinating a public health preparedness plan; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Public Health for funds to coordinate a Public Health Preparedness Plan.
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 Public Health, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM. #11-11 Referred to ECD&E Committee
on 12/05/2011

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

November 22, 2011

To: Fleeta Hudson
From: Renu Gupta
Re: **2011 – 2012 Youth Service Bureau Grant**

The Central Grants Department seeks authorization for Mayor Finch or his designee to enter into contract with the State Department of Education for a Youth Service Bureau Grant Program and to sign all related documents, contracts and resolutions.

The Youth Service Bureau Grant, in the amount of \$143,579, is comprised of two components: Administrative Core Unit which provides partial salaries, fringe benefits, travel and supplies for Human Services staff and Direct Services which, together with CDBG – YSB Grant Match, funds the ten prevention programs listed in the attached summary. The grant requires a dollar-for-dollar match which is provided through CDBG and Human Services in-kind .

Thank you for your attention to this matter. Please feel free to call me at 576-7732 with any questions.

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EXECUTIVE SUMMARY FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE : Youth Service Bureau

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

Youth Service Bureaus were created pursuant to Connecticut General Statutes 10-19m through 10-19p. The YSB is comprised of two units: administrative and direct services. Administrative Core Unit functions include: General Administration, Research, Resource Development, Community Involvement and Youth Advocacy. Direct services include programs such as: juvenile justice, mental health services, child welfare, teen pregnancy prevention, parent education, youth development and community outreach. The grant requires a dollar-for-dollar match which is provided partially through CDBG – YSB Grant Match and partially through Human Services in-kind match.

CONTRACT DATES: July 1, 2011 – June 30, 2012

PROJECT GOALS AND PROCEDURES:

In addition to administrative functions, the following programs will be funded through the YSB Grant:

- 1) Computer Genesis Youth Development Program will train young people, ages 14 – 19, to develop the necessary skills to build, install and maintain IT systems. Participants will gain both technical and soft skills through training and employment in unique real world business environments. **(BAYM)**
- 2) Unique and Unified will provide cultural diversity, unity and empowerment activities that promote community ownership and self-worth for youth ages 6 – 18. The program involves youth and their families from Marina Village in recreational, cultural and educational activities. **(Bridgeport Housing Authority)**
- 3) Youth in Crisis will assist youth and their families in resolving conflicts that prohibit them from functioning as healthy family units. The program provides 24 hour crisis intervention, outreach, short term counseling and referral for adolescents involved in family conflicts which have left them homeless or at risk of becoming homeless with a focus on family reconciliation. **(Council of Churches)**
- 4) Mental Health & Community Policing will provide on-call therapists to assist the Police Department in dealing with crimes involving children. Funding will provide mental health therapists on-call to police officers who encounter a situation involving a child in need of emotional support or help. **(Child and Family Guidance Center)**

- 5) Life Choices will reduce the occurrence of premature and unprotected sexual activity in youth ages 8 – 17 through education, individual and/or group counseling at school and community-based sites in Bridgeport. **(GBAPP)**
- 6) Taking Pride in Bridgeport will build healthy youth, healthy families and healthy communities through strengthening and reconnecting youth with their families and the community. Youth and their parents will be involved in workshops, cultural activities and family night events designed to increase tolerance, understanding and respect for others. **(Girl Scouts)**
- 7) Positive Youth Development will provide educational and prevention activities for at-risk youth and their families who reside in Trumbull Gardens. **(Bridgeport Housing Authority)**
- 8) Teen Fathers Program will help non-custodial adolescent fathers connect with their child in a healthy and productive manner; model and teach them how to be involved in the child-rearing process; to continue their education on the secondary level and encourage post-secondary or vocational pursuits. **(GBAPP)**
- 9) Positive Youth Development will teach youth entrepreneurial and leadership skills through the development and management of a community garden and farm stand. **(Ralphola Taylor Community Center)**

IF APPLICABLE

<p>FUNDING SOURCES (include matching/in-kind funds):</p> <p>Federal:</p> <p>State: \$143,579</p> <p>City:</p>	<p>FUNDS REQUESTED</p> <p>Salaries/Benefits: \$87,914</p> <p>Program Supplies: \$1,504</p> <p>Parent Aide Supplies/equipment: \$5,000</p> <p>Focus Group Materials: \$1,000</p> <p>Consultants for needs assessment: \$2,000</p> <p>Mileage Reimbursement: \$161</p> <p>Contractual Programs: \$46,000</p> <p>Subcontracts: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, supply listing and dollar amount (please attach)</p>
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Subcontracts:

Bridgeport Area Youth Ministry – Computer Genesis Program @ \$5,000

Bridgeport Housing Authority – Unique and Unified Program @ \$5,000

Council of Churches – Youth in Crisis Program @ \$5,000

Child and Family Guidance Center – Mental Health & Community Policing @ \$5,000

Greater Bpt. Adolescent Pregnancy Program – Life Choices @ \$5,000

Housatonic Girl Scouts – Taking Pride in Bridgeport @ \$5,000

BHA – Positive Youth Development at Trumbull Gardens @ \$5,000

GBAPP – Teen Fathers Program @ \$5,000

RTCC – Positive Youth Development @ \$6,000

RESOLUTION

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

WHEREAS, this funding has been made possible through the Youth Service Bureau Grant and,

WHEREAS, funds under this grant will be used to fund administrative staff and direct service programs; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Human Services, submit an application to the State Department of Education in an amount not to exceed \$143,579 for the purpose of funding administrative staff and direct service programs; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State Department of Education for funds to fund administrative staff and direct service programs.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Education for a Youth Service Bureau Grant to provide such additional information and to execute such other contracts, amendments, extensions and other documents as may be necessary under this program.



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
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999 Broad Street
Bridgeport, Connecticut 06604
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ANDREW J. NUNN
CAO

BILL FINCH

Mayor

COMM. #12-11 Referred to ECD&E Committee
on 12/05/2011

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

November 22, 2011

To: Fleeta Hudson
From: Renu Gupta
Re: **2011 - 2012 Lead Poisoning Prevention and Control**

The Central Grants Department seeks authorization for Mayor Finch to enter into contract with the Connecticut Department of Public Health through the Ct Association of Directors of Health (CADH) for a Lead Poisoning Prevention and Control Grant and to sign all related documents, contracts and resolutions.

The State Dept. of Public Health (DPH) through the Ct Association of Directors of Health (CADH) awarded funds in the amount of \$172,993 to the Bridgeport Health Department. Funds may be used to increase services for childhood lead poisoning including education and outreach, surveillance and reporting, lead screening and case management.

Thank you for your attention to this matter and please feel free to call me at 576-7732 with any questions.

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**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE : Lead Poisoning Prevention and Control Program

RENEWAL X NEW _____

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

The State Dept. of Public Health (DPH) through the Ct Association of Directors of Health (CADH) awarded funds in the amount of \$172,993 to the Bridgeport Health Department to increase services for childhood lead poisoning including education and outreach, surveillance and reporting, lead screening and case management.

CONTRACT DATES:

July 1, 2011 – June 30, 2012

PROJECT GOALS AND PROCEDURES:

1. To screen and provide case management services to children who are at risk for or who test positively for lead poisoning.
2. To provide environmental services including investigations, inspections, issuance of legal orders, oversight of implementation of controls or abatement of sources of lead exposure, relocation of persons with lead poisoning.
3. To provide education and awareness services to parents and/or legal guardians at the time of BLL testing and ongoing, if applicable.

IF APPLICABLE

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

Federal:

State: \$172,993

City:

Other;

Other: Intern @ \$12/hr for 420 hrs = \$5,040
Development of Marketing Campaign @ \$15,000
Advertising @ \$40,000
Community Education Events @ \$20,000

FUNDS REQUESTED

Salaries/Benefits: \$44,045

Supplies/Printing \$48,908

Other \$80,040 (see below)

Subcontracts: X Yes No

If yes, supply listing and dollar amount
(please attach)

WHEREAS, the State Department of Public Health and the Ct Association of Directors of Health are authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Lead Poisoning Prevention and Control Program and,

WHEREAS, funds under this grant will be used for childhood lead poisoning including education and outreach, surveillance and reporting, lead screening and case management.

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Public Health and the Ct Association of Directors of Health in an amount not to exceed \$172,993 for the purpose of childhood lead poisoning including education and outreach, surveillance and reporting, lead screening and case management.

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State Department of Public Health and the Ct Association of Directors of Health for funds for the purpose of childhood lead poisoning including education and outreach, surveillance and reporting, lead screening and case management.
- 2 That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health and the Ct Association of Directors of Health for a Lead Poisoning Prevention and Control Program, to provide such additional information and to execute such other contracts, amendments, extensions and other documents as maybe necessary under this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. #14-11 Referred to ECD&E Committee on
12/05/2011

November 29, 2011

To: Fleeta Hudson
From: Renu Gupta
Re: USCM Childhood Obesity Prevention Grant

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CITY OF BRIDGEPORT
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The Central Grants Department seeks authorization for Mayor Finch to enter into contract and or amendments with US Conference of Mayors for Childhood Obesity Prevention Grant and to sign all related documents, contracts and resolutions.

Thank you for your assistance. Please feel free to call me at 576-7732 with any questions.



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE: USCM Childhood Obesity Prevention Grant

RENEWAL NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

This project aims to reduce childhood obesity in the City of Bridgeport by providing healthy foods during school year and increasing children's physical activity. The grant will implement 3 interventions in 3 schools for a period of 1 year.

For one school, the project will hire a full time chef and purchase some cooking equipment and serve healthy fresh food that will be prepared onsite. The children will also be encouraged to exercise and play. Breakfast and lunch will be served using wholesome local products – emphasizing consumption of balanced whole foods. For the 2nd school, only physical activity will be encouraged and the 3rd school will serve as the control with indirect intervention, e.g. handing nutrition information to children for their parents. All children's height, weight will be measured at the beginning, midpoint and at the end of the study and the results will be evaluated. A BMI scale and associated software will be purchased for the evaluator.

CONTRACT DATES:

January 1, 2012 – December 31, 2012

PROGRAM GOALS AND OBJECTIVES

1. To reduce childhood obesity in Bridgeport.
 2. To encourage physical activity.
 3. Provide healthy foods in Schools.
-

IF APPLICABLE

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

Federal:
State:

City:
Other: \$120,000

FUNDS REQUESTED

Salaries/Benefits: \$ 65,000 (Chef)
Training: \$ 3,750
Cooking Equipment: \$ 18,000
Evaluation: \$28,730
Training: \$4250
Subcontracts: Yes X No
If yes, supply listing and dollar amount (please attach)
\$3750 -training for Chef

WHEREAS, the US 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 a partnerships between private corporations and US Conference of Mayors and,

WHEREAS, funds under this grant will be used to provide healthy foods and increase children's physical activity during school year

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the US Conference of Mayors in an amount not to exceed \$120,000 for the purpose of preventing childhood obesity in Bridgeport

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the US Conference of Mayors to provide healthy foods and increase children's physical activity during school year

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the US Conference of Mayors for a USCM Childhood Obesity Prevention Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Michael G. Caldwell
Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

COMM. #17-11 Referred to Miscellaneous Matters Committee
on 12/05/2011

HAND DELIVERY

November 30, 2011

City Council
c/o City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

Re: A Resolution Concerning Photo-Voltaic Electric Generation Facilities

Dear Honorable Council Members:

Kindly find attached the above-referenced resolution for approval to install photo-voltaic electric generation facilities at Blackham School and Central High School with a rebate for personal property taxes that might be charged thereto and to extend the opportunity to City Hall and the Public Facilities Garage should future Connecticut Clean Energy Fund money become available.

I am requesting that this matter be placed on the City Council agenda for Monday, December 5, 2011 with referral to Miscellaneous Matters Committee.

Thank you in advance for your time and attention to this matter. I remain available for any questions, comments and/or concerns.

Sincerely,
OFFICE OF THE CITY ATTORNEY



By: Lisa R. Trachtenburg
Its: Associate City Attorney

cc. Mayor Finch
Adam Wood
Andrew Nunn
Ted Grabarz
Mark Anastasi

**A Resolution by the Bridgeport City Council
Regarding the Building of Solar Photo-Voltaic Electric Generation Facilities
in the City of Bridgeport, CT at Central and Blackham School's by Main Street Power
("Project") and to provide a property tax offset for those renewable energy installations.**

WHEREAS, the City of Bridgeport ("City") seeks to become the national leader in renewable energy development in order to inspire future economic development within the City, through energy security by locking-in future energy savings to reduce energy cost fluctuation over the long term in a sustainable way; and

WHEREAS, Main Street Power will provide funding arrangements and design considerations to develop the Project at Central High School and Blackham School. The goal is to provide solar generated energy for these two schools as a model and encouragement for other future installations in the public and private sectors; and

WHEREAS, the Mayor through his BGreen 2020 Sustainability Program, Mayors Executive Order of 2008, Green House Gas Reduction Goals of 2009, and Energy Strategy of 2010, Main Street Power a developer of renewable energy in Bridgeport, intends to provide for the development of photo voltaic based clean energy on the Central High School, 1 Lincoln Boulevard, Bridgeport, CT and Blackham School, 425 Thorne Street, Bridgeport, CT; and

WHEREAS, Main Street Power has obtained from the Connecticut Clean Energy Fund ("CCEF") \$412, 759.00 in grant funding to support this project and Main Street Power has obtained \$30,000.00 in grant funding from PSE&G Public Services Energy and Gas Company and UI United Illuminating Company intends to provide Renewable Energy Credits in support of this project and the International Brotherhood of Electrical Workers IBEW XX will provide job training programs for local Bridgeport residents and The Work Place will assist in providing a training pipeline for those City residents through a \$1M Department of Labor Grant; and

WHEREAS, Main Street Power will be seeking additional sources of grants and funding for similar projects on City Hall and the Public Facilities Garage; and

WHEREAS, over a twenty year time horizon (to meet statutory IRS guidelines) the modest savings in energy cost for Central High School and Blackham School will become significantly more substantial as there would no longer exist a fee for the electric or a property tax component to the City for any existing lifetime for the equipment comprising the Project; and

WHEREAS, a Purchase Power Agreement ("PPA") is a simple long-term agreement (20 years) permitting Main Street Power to design, install, own, and operate a solar system on the roof or land of a host client, which in this case is the City and BOE. In turn, the host client agrees to purchase all of the energy produced from that system over the life of the contract. Additional benefits of a PPA include:

- NO upfront capital or bonding costs required
- Electricity price certainty with stated and defined PPA rates
- No annual operating and maintenance costs

- Free real time monitoring of the system's production and 24 hour response time to any emergency
- No predevelopment, construction or permitting risks
- The benefit of \$400k CCEF Grant and \$30k PSE&G Grant spearheaded by MSP team
- Solar curriculum and display kiosk donated to BOE for educational and informational purposes.

NOW, THEREFORE BE IT RESOLVED, the Mayor is authorized, upon the approval as to form by the Office of the City Attorney, to execute a PPA with Main Street Power substantially in the form attached hereto and made a part hereof that will commit to the purchase of the electricity as recited therein and provide a full property tax offset to further support this renewable energy Project; and

BE IT FURTHER RESOLVED, the City will commit to paying for the electric produced by the photovoltaic equipment on each school, estimated at approximately 10% of the school's annual electric usage in the first year for Central High School and 13% for Blackham atating at \$.0146 per kilowatt hour in accordance with the PPA and with the annual escalator of approximately 3.5-4% , and a monthly pro-rata return of the full amount of personal property taxes to be declared and submitted by Main Street Power on an annual basis; and

BE IT FURTHER RESOLVED, the Mayor is authorized, upon approval as to form from the Office of the City Attorney, to execute a future PPA with Main Street Power on terms substantially the same, including a full personal property tax offset, or more favorable to the City for a similar project on City Hall, 45 Lyon Terrace, and the Public Facilities Garage, 990 Housatonic Avenue should similar CCEF funding and investment incentives become available.

SOLAR POWER AND SERVICES AGREEMENT

Solar Power & Services Agreement

Cover Sheet

This Solar Power and Services Agreement is made as of the following date: _____ (the "Effective Date"), and together with the Cover Sheet, General Terms and Conditions, exhibits, schedules and any written supplements hereto, shall be referred to as the "Agreement." The Parties to this Agreement are as follows:

Provider: Main Street Power Company, Inc.

Purchaser: _____

All Notices:

Street: 1245 Pearl St., Suite 201
City: Boulder **Zip:** 80302
Attn: Amory Host
Phone: 303-444-3020 **Fax:** 303-449-3058

All Notices:

Street: _____
City: _____ **Zip:** _____
Attn: _____
Phone: _____ **Fax:** _____

With a copy to:

Name: Charles Knight, Venture Law Advisors, LLC
Street: 2701 Larimer Street, Suite 200
City: Denver **Zip:** 80205
Attn: Charles Knight
Phone: 720-210-9675 **Fax:** 303-416-4326

With a copy to:

Name: _____
Street: _____
City: _____ **Zip:** _____
Attn: _____
Phone: _____ **Fax:** _____

Emergency Contact Information:

Name: Lex Coen
Street: 1245 Pearl St., Suite 201
City: Boulder **Zip:** 80302
Attn: Lex Coen
Phone: 1-888-305-4177 **Fax:** 303-449-3058
E-mail: lcoen@mainstreetpower.com

Emergency Contact Information:

Name: _____
Street: _____
City: _____ **Zip:** _____
Attn: _____
Phone: _____ **Fax:** _____
E-mail: _____

Wire Transfer:

Bank: _____
ABA: _____
ACCT: _____

Wire Transfer:

Bank: _____
ABA: _____
ACCT: _____

_____ The Parties hereby agree that the General Terms and Conditions attached hereto are incorporated herein.

General Contractor: _____

Project Documents: _____

Local Electric Utility: United Illuminating

Interconnection Agreement: _____

Required Rebate: \$611,348 from Connecticut Clean Energy Fund

Installation Date: _____ **Termination Date:** Twentieth Anniversary of Commercial Operation Date

Governing Law: _____ **Venue:** _____

IN WITNESS WHEREOF, the Parties have caused this Solar Power Services Agreement to be duly executed as of the first date written above.

Main Street Power Company, Inc.

Name: _____
Date: _____
Title: _____

Name: _____
Date: _____
Title: _____

Solar Power & Services Agreement

General Terms & Conditions

Article I. Provider Obligations.

Section 1.01 Installation.

(a) Construction Plans. Provider has previously provided to Purchaser construction plans and engineering evaluations regarding the Installation Work.

(b) Installation Work. After the execution of this Agreement, but no later than the Installation Date, Provider shall commence the Installation Work. Subject to the terms of Purchaser's leases with its tenants, if any, Provider shall perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with Purchaser's and Purchaser's invitees' and customers' use of the Premises to the extent commercially practical.

(c) Installation Standards. The System shall be installed with due care by qualified employees, representatives, agents, contractors, subcontractors or advisors of Provider and shall conform to Prudent Electric Practices and Applicable Law. If Provider fails to meet any of the foregoing standards, Provider shall perform at its own cost, and without additional charge to Purchaser, the professional services necessary to correct errors and omissions, including any necessary replacement of any component of the System, that are caused by Provider's failure to comply with the above standards.

(d) Prohibitions on Public Contracts for Services (Including Construction Contracts) regarding Employment of Illegal Aliens:

(i) Provider and its subcontractors shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement. By execution of this Agreement, Provider certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and Provider will and will require its General Contractor to participate in the Federal E-Verify Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(ii) Provider shall not (A) knowingly employ or contract with an illegal alien to perform work under this Agreement; or (b) enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement

(iii) Provider has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or other program approved by Purchaser.

(iv) Provider shall not use either the E-Verify Program or other program to undertake pre-employment screening of job applicants while this Agreement is in effect.

(v) If Provider obtains actual knowledge that its General Contractor or a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:

- (1) Notify the General Contractor and Purchaser within three (3) days that Provider has actual knowledge that the General Contractor or its subcontractors are employing or contracting with an illegal alien; and
- (2) terminate the contract with the General Contractor if, within three (3) days of receiving notice that said Contractor has such actual knowledge, the General Contractor (or its subcontractor) does not stop employing or contracting with the illegal alien, unless the

Provider is provided with information within said three-day period establishing that the General Contractor or its subcontractors have not knowingly employed or contracted with an illegal alien.

(vi) Provider shall comply with any reasonable request made in the course of an investigation pursuant to law

Section 1.02 Utility and Government Approvals. Provider shall obtain and maintain all Approvals that are required for the performance of Installation Work, System Acceptance Testing, System Operations and any other work required under this Agreement.

Section 1.03 Testing. Provider may, upon not less than three (3) Business Days' prior written notice to Purchaser, conduct testing of the System ("System Acceptance Testing"). System Acceptance Testing shall be deemed successful upon the achievement of the tests set forth in Schedule 5 of Exhibit B. Purchaser shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing, at Purchaser's sole cost.

Section 1.04 Operation and Maintenance.

(a) System Operations. Provider shall perform System Operations (either itself or through Maintenance Providers) for the System at its sole cost and expense.

(b) Metering.

(i) Installation and Maintenance. Provider shall install and maintain, at the Delivery Point, a utility grade kilowatt-hour (kWh) meter for the measurement of Solar Services delivered to the Delivery Point (the "Metering System").

(ii) Testing. No more than one (1) time in any twelve (12) month period, Purchaser may request, in writing, that Provider test the Metering System for accuracy. Notwithstanding the foregoing, if Purchaser reasonably believes the Metering System is inaccurate, it may request, in writing, that Provider test the Metering System for accuracy. Provider shall test the Metering System within twenty (20) days after delivery of Purchaser's written request, and shall provide to Purchaser a copy of all testing and accuracy calibrations for the Metering System to Purchaser.

(iii) Adjustments. If testing of the Metering System indicates that it is in error by more than two percent (2%), then Provider shall promptly repair or replace the Metering System. Provider shall make a corresponding adjustment to the records of the amount of Solar Services delivered to the Delivery Point based on such test results for (A) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (B) if such period cannot be so determined, then a period determined by a third party mutually agreed upon by the Parties, such period not to exceed the *shorter* of: (X) one-half (1/2) of the period from the later of the date of the last previous test confirming accurate metering or the date the Metering System was placed into service; and (Y) two (2) years.

(iv) Costs. If (A) testing of the Metering System is pursuant to Purchaser's written request under Section 1.04(b)(ii), and (B) such testing indicates the Metering System is in error by two percent (2%) or less, then Purchaser shall be responsible for the costs of such testing. Otherwise, Provider will be responsible for the costs of such testing and all costs of any repair or replacement.

(c) Malfunctions and Emergencies. Provider shall notify Purchaser (i) immediately upon the discovery of an emergency condition in the System, and (ii) within twenty-four (24) hours following its discovery of any material malfunction in the operation of the System or of the discovery of an interruption in the supply of Solar Services. If an emergency condition exists, Provider shall dispatch the appropriate personnel to perform the necessary repairs or take corrective action in an expeditious and safe manner. If there exists an imminent risk of damage or injury to any Person or any Person's property, then in any such case, Provider may (but shall not be obligated to) take such action as Provider deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System, in compliance with the provisions of Section 1.05, or suspending the supply of Solar Services to Purchaser. If such emergency condition exists due to: (a) an

event of Force Majeure, then the Parties shall equally bear the costs of such action, including any necessary repairs or replacements to the System; (b) the acts or omissions of Purchaser or a third party under the invitation, direction or control of Purchaser (and specifically excluding the General Contractor or any Maintenance Provider), then Purchaser shall bear the costs of such action, including any necessary repairs or replacements to the System; or (c) for any other reason, then Provider shall bear the costs of such action, including any necessary repairs or replacements to the System.

Section 1.05 Removal of the System. Upon the expiration of the Term or the occurrence of an Early Termination Date, Provider shall, at its expense, remove the System from the Premises on a mutually agreeable date but in no event later than ninety (90) calendar days after the Term or Early Termination Date (as applicable); provided, however, that Provider shall not remove the System from the Premises if Purchaser purchases the System by exercising its Purchase Option or Provider transfers title to Purchaser pursuant to Section 9.03(a)(iii)(Z).. Purchaser's covenants in Section 6.02 shall remain in effect until the date that the System is removed pursuant to this Section 1.05. If Provider is under an obligation to remove the System pursuant to this Section 1.05, and fails to remove or commence substantial efforts to remove the System by the date agreed upon pursuant to this Section 1.05, Purchaser may remove the System to a public warehouse at Provider's cost.

Article II. Purchaser Obligations.

Section 2.01 Installation.

(a) Construction Plans Approved. Upon the Construction Plans Submission Date, Purchaser shall have the right to review and approve all construction plans and engineering evaluations. Upon approving the construction plans and satisfaction of Purchaser's conditions precedent set forth in Section 4.01, Purchaser shall deliver to Provider a written notice directing Provider to commence Installation Work by the date that is thirty (30) calendar days following the Construction Plans Submission Date (the "Notice to Proceed"). Purchaser agrees to expend commercially reasonable efforts to approve the construction plans and satisfy the conditions precedent.

(b) Solar Easement. Purchaser shall use commercially reasonable efforts to obtain a solar access easement for the Premises and the System to prevent overshadowing of the Premises and the System by other buildings, structures or flora.

Section 2.02 Government Approvals. Purchaser shall generally assist Provider in obtaining and maintaining Approvals required for Provider to perform its obligations under this Agreement, at no additional cost to Purchaser. Such assistance by Purchaser shall include providing to Provider in a timely manner: (i) any authorizations needed for any Approvals; (ii) signed applications for permits, Local Electric Utility grid interconnection applications and rebate applications; and (iii) drawings of the existing electrical and structural components of the Premises. To the extent that only Purchaser is authorized to obtain or issue any necessary consents, approvals, permits, rebates or other financial incentives for the Installation Work, System Acceptance Testing, System Operations, System removal or any other work required under this Agreement, Purchaser shall deliver to Provider promptly, and shall assist Provider in maintaining and utilizing, copies of such consents, approvals, permits, rebates, financial incentives and authorizations.

Section 2.03 Purchase Requirement. Purchaser agrees to purchase all of the Solar Services delivered to the Delivery Point during the Term.

Section 2.04 Rights of Access.

(a) Access to Premises. Purchaser hereby grants to Provider, its employees, agents, contractors, subcontractors, invitees, advisors, the General Contractor and any Maintenance Providers a license, which shall include the rights (a) to use and access the Premises to perform the Installation Work and System Operations during the Term and for such period thereafter required to remove the System, (b) of ingress and egress to the Premises and (c) to access electrical panels and conduits to interconnect the System with, or disconnect the System from, the Premises' electrical wiring. Purchaser and its authorized representatives shall at all times have access to and the right to observe the Installation Work, System Operations or removal of the System, but shall not interfere or handle any Provider equipment or any component of the System without written authorization from

Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 1.04(c), Purchaser shall be permitted to take those actions necessary to prevent injury as specified in Section 2.06.

(b) Internet Connection. Purchaser hereby grants to Provider, from the commencement of the Installation Work until the end of the Term, the right to connect the System monitoring equipment to the necessary intranet and/or internet networks so that it is possible for Provider to remotely monitor energy production by the System. Purchaser will provide Provider with a working continuous Ethernet connection to intranet and/or internet network, in the area of electrical equipment.

(c) Temporary Storage Space During Installation or Removal. Purchaser shall use commercially reasonable efforts to provide Provider and its contractors with sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations and System removal, and access for rigging and material handling. Purchaser shall provide Provider a reasonable area for construction lay-down.

Section 2.05 Purchaser Repairs & Maintenance.

(a) Electrical Structure. Provider has determined that as of the date of this Agreement, the Premises are eligible for state subsidy, rebate funding, renewable energy credits, sale of electricity and otherwise to fulfill the intent of this Agreement. Should modifications to the Premises be required in the future as a result of changes in use or other actions of Purchaser, Purchaser, at its sole cost and expense, shall make necessary repairs or changes to the existing electrical structure of the Premises, at Provider's direction and with its approval, so that the Premises will continue to remain eligible for such subsidies so as to fulfill the intent of this Agreement. Notwithstanding the foregoing, Purchaser shall not make any material changes to: (i) its electrical equipment at the Premises after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection; or (ii) the Premises at any time during the Term that would adversely affect Systems Operation or the delivery of Solar Services to Purchaser.

(b) Maintenance. Purchaser shall maintain the Premises so that: (i) there exist no other site conditions or conditions at the Premises that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services; (ii) the structural integrity of the Premises is sufficient to accommodate the System as designed by Provider; and (iii) overshadowing of the System is reduced to the extent reasonably practicable.

Section 2.06 Emergencies. If there exists an imminent risk of damage or injury to any Person or any Person's property, then Purchaser may (but shall not be obligated to) take such action as Purchaser deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System, with notice thereof to Provider as soon as reasonably practicable. The costs and losses from such emergency condition shall be allocated in accordance with the last sentence of Section 1.04(c).

Article III. Title.

Section 3.01 Title to Environmental Attributes. Throughout the duration of this Agreement, Provider shall retain legal and beneficial ownership of all Environmental Attributes produced by the System. Purchaser's purchase of Solar Services does not include Environmental Attributes or any other attributes of ownership of the System, all of which shall be retained and may be otherwise sold or transferred by Provider in its sole discretion.

Section 3.02 Title to the System. Provider, or an Affiliate of Provider, shall retain legal and beneficial ownership of the System at all times.

Section 3.03 Personal Property; Not A Fixture. The System shall, at all times, retain the legal status of Provider's or Provider's Affiliate's personal property as defined under Governing Law. Purchaser covenants that it will use reasonable commercial efforts to place all Persons having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could be construed as

prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide to Provider a disclaimer, release or other similar instrument reasonably acceptable to Provider from any such mortgagee or Person making a fixture filing on the Premises. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will obtain such disclaimer from such owner.

Article IV. Conditions Precedent.

Section 4.01 Provider's Conditions. The obligation of Provider to commence the Installation Work is subject to the satisfaction of each of the following conditions (any of which may be waived in writing by the Provider in whole or in part):

(a) Purchaser's representations and warranties in Sections 5.01 and 5.02 remain true, complete and correct, in all material respects;

(b) A rebate or subsidy in an amount of the Required Rebate is available to Provider (directly or indirectly by assignment under the Rebate Assignment Agreement) from the state, Local Electric Utility, or other source for the acquisition, installation, operation and maintenance of the System and is reserved for the System as designed;

(c) There is no material adverse change in the subsidy program or federal tax code since the Effective Date that would adversely affect the economics of the acquisition, installation, operation and maintenance of the System for Provider and its investors (if any);

(d) Each of the Project Documents (i) has been entered into by each of the parties thereto, (ii) is in full force and effect, with all conditions precedent thereunder satisfied or waived (except for any conditions precedent that specify that the conditions precedent to this Agreement have been satisfied), (iii) is enforceable, in accordance with its terms, against the parties thereto (except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity relating to enforceability (regardless of whether considered in a proceeding at law or in equity));

(e) Purchaser has executed and returned to Provider the Acknowledgement and Confirmation Form, pursuant to Section 14.03(c);

(f) All necessary Approvals that are required to be obtained by Purchaser have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Provider); and

(g) Provider has obtained financing to complete its obligations under this Agreement on terms satisfactory to Provider in its sole discretion

Article V. Representations & Warranties.

Section 5.01 Representations and Warranties of the Parties. Each Party represents and warrants to the other as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization or incorporation, as appropriate;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it is a party or by which it or its property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

Section 5.02 Purchaser Additional Representations and Warranties. In addition to its representations and warranties in Section 5.01, Purchaser represents and warrants to Provider as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

(a) if the Premises are located on a roof, the roof of the Premises (i) has been weather-proofed against the weather conditions reasonably expected to exist at the location of the Premises, and (ii) can reasonably be expected to exist in the same condition (except for ordinary wear and tear) for a period of seven (7) years from the date of such representation;

(b) there is a suitable electrical interconnection point of sufficient capacity to accommodate the System as designed by Provider located within 500 feet of the planned location of the System as described in Schedules 1 and 2 of Exhibit B;

(c) for any underground placement of electrical cable or conduit, to the best knowledge and belief of Purchaser, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with the National Electrical Code;

(d) to the best knowledge and belief of Purchaser, there exist no site conditions or conditions at the Premises or construction requirements for the System as designed by Provider that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services;

(e) that there are no threatened condemnation or eminent domain proceedings, or contemplated sales in lieu therein, involving a partial or total taking of the Premises;

(f) to the best of its knowledge after due inquiry, no Hazardous Substances exist on the Premises that could reasonably be expected to interfere with, or create a violation of law as a result of, any of Provider's activities and/or the provision of electrical power pursuant to this Agreement; and

(g) during the period which it has occupied the Premises, the Premises have not been used for the unlawful storage or disposal of Hazardous Substances.

Section 5.03 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.01(c) AND THIS ARTICLE 5, THE INSTALLATION WORK, SYSTEM OPERATIONS, THE SOLAR SERVICES PROVIDED BY PROVIDER TO PURCHASER, AND THE REMOVAL OF THE SYSTEM SHALL BE "AS-IS, WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

Section 5.04 Panel Warranties. All components of the System shall carry manufacturer warranties as required by the Local Electric Utility, including panel warranties of at least twenty-five (25) years and warranties on all other components (with the exception of batteries) of at least five (5) years.

Section 5.05 Labor and Installation Warranties. Provider shall require the General Contractor to provide a warranty on labor and installation of at least five (5) years.

Article VI. General Covenants.

Section 6.01 Provider's Covenants. As a material inducement to Purchaser's execution and delivery of this Agreement, Provider covenants and agrees to the following:

(a) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of delivering Solar Services to the Delivery Point.

(b) Health and Safety. In performing its obligations under this Agreement, Provider shall take all necessary and reasonable safety precautions and comply with Applicable Laws pertaining to the health and safety of persons and real and personal property. Provider shall promptly report to Purchaser any death, lost time injury, or property damage to the Premises that occurs on the Premises.

(c) Liens. Provider shall not, as a result of its actions or inactions under this Agreement, directly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, as Provider will pay for the discharge.

(d) Approvals. Subject to Purchaser's performance of its obligations under Section 2.02, Provider shall obtain and maintain all Approvals required to be obtained and maintained in order to perform its obligations under this Agreement. Upon Purchaser's request, Provider shall deliver copies of all Approvals obtained and maintained pursuant to this Section 6.01(d) to Purchaser.

(e) Roof Conditions. Provider has inspected the Premises and has determined that the roof of the Premises has the structural integrity sufficient to accommodate the System as designed by Provider.

Section 6.02 Purchaser's Covenants. As a material inducement to Provider's execution and delivery of the Agreement, Purchaser covenants and agrees as follows:

(a) Security. Purchaser shall provide for physical security of the System, including commercially reasonable installation, maintenance and monitoring of security alarms on the Premises. Provider has confirmed that continued provision of existing security is adequate.

(b) Notice of Damage. Purchaser shall promptly notify Provider of any damage to, or loss of the use of, the System or any matter or circumstance that could reasonably be expected to adversely affect the System or its operation.

(c) Health and Safety. Purchaser shall at all times maintain the Premises consistent with all Applicable Laws pertaining to the health and safety of persons and real and personal property. Purchaser shall at all times comply with Provider's instructions and safety guidelines when in the vicinity of the System.

(d) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall (i) immediately notify Provider in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Provider, as Purchaser will pay for the discharge.

(e) Approvals. Purchaser shall obtain and maintain Approvals required to be obtained and maintained by it to perform its obligations under this Agreement, including such Approvals required to site, install and maintain the System on the Premises.

(f) Assignment of Rebate. To the extent that all or a portion of the Required Rebate is collectable only by Purchaser under Applicable Law, the Parties shall enter into a Rebate Assignment Agreement, in a form approved by Purchaser, Provider and the Local Electric Utility, which will assign the right to receive such Required Rebate from Purchaser to Provider.

(g) No Action to Invalidate Required Rebate or RECs. Notwithstanding anything else to the contrary in this Agreement, including the rights and options of Purchaser contained herein, Purchaser shall take no action that may invalidate, terminate or cause the recapture of the Required Rebate or that may prevent the System from producing RECs; provided, however, that the foregoing covenant shall not prevent Purchaser from terminating this Agreement under Article IX.

Article VII. Payments.

Section 7.01 Solar Services Payment. Provider shall invoice Purchaser on the fifth (5th) Business Day of each month, commencing on the first calendar month to occur after the Commercial Operation Date, for the Solar Services Payment in respect of the previous month. Provider shall pay the amounts specified in such invoice within ten (10) Business Days after receipt of the invoice.

Section 7.02 Method of Payment & Netting. Purchaser shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider. All payments that are not paid when due may, at the discretion of Provider, bear interest accruing from the date becoming past due until paid in full at a rate equal to the Default Rate. Except as provided Article XIV, all payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

Section 7.03 Deemed Production. In the event that (a) Purchaser requests that Provider shut down or curtail energy production from the System, (b) Purchaser's errors, acts or omissions result in the shut down of the System or the curtailment of the production or delivery of Solar Services, or (c) Purchaser requests that the System be relocated pursuant to Section 11.01 and the System is shut down to effectuate such relocation, for a cumulative duration of more than five (5) calendar days in a calendar year, then Provider shall pay the Deemed Production Payment for each calendar day any such event occurs after the occurrence of such first five (5) calendar days. The Deemed Production Payment shall be paid in accordance with Section 7.01 as if it were a Solar Services Payment.

Section 7.04 Disputes and Adjustment of Invoices. If either Party disputes in good faith the accuracy of any invoice under this Agreement, it shall nevertheless pay the full amount when due. Upon giving written notice of the basis for a Party's dispute, the Parties will promptly work to resolve the dispute. If it is later determined that an excess amount was paid by a Party, the other Party shall refund the excess amount plus interest within two (2) Business Days of resolution at the Non-default Rate from the original due date to but not including the date paid. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 7.04 within six (6) months after the invoice is rendered or any specific adjustment to the invoice is made.

Article VIII. Term.

Section 8.01 Term. This Agreement shall commence on the later of the Effective Date or the satisfaction of all conditions precedent and shall continue for a period of twenty (20) years from the Commercial Operation Date ("Initial Term"), , unless terminated earlier pursuant to Article IX or extended pursuant to Section 8.02.

Section 8.02 Extension Option. In the event this Agreement remains in effect during the 20th year of the Initial Term, Purchaser shall have an option to extend the Term of this Agreement by five (5) years ("Extension Option") upon notice to Provider at least 120 days prior to the expiration of the Initial Term.

Article IX. Termination and Remedies.

Section 9.01 Termination Due to Default.

(a) Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;

(ii) such party becomes Bankrupt,

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed to be made or repeated;

(iv) such party fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) within thirty (30) calendar days after written notice;

(v) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party; and

(vi) subject to Article XI, Purchaser (A) ceases to conduct business operations at, (B) vacates, or (C) transfers title to the Premises.

(b) Remedies Upon Default. Upon the occurrence of an Event of Default, the Non-Defaulting Party may: (i) suspend its obligations under the Agreement for not more than ten (10) Business Days; and/or (ii) terminate this Agreement by providing written notice to the Defaulting Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date.

Section 9.02 Termination Without Default.

(a) Termination Events.

(i) Provider may terminate this Agreement at its sole option: (a) if at any time during the Term Provider is unable to reserve and receive a rebate or subsidy from the state, Local Electric Utility or other source (directly or indirectly by assignment under the Rebate Assignment Agreement) for the installation of the System as designed in an amount not less than the Required Rebate; (b) at any time prior to the Commercial Operations Date; or (c) if Purchaser fails to fulfill the conditions precedent that are applicable to it under Section 4.01 by the Installation Date.

(ii) Purchaser may terminate this Agreement at its sole option if Provider fails to commence the Installation Work by the Installation Date or the Commercial Operations Date does not occur within one hundred and twenty (120) days of the Installation Date (in each case, other than due to an event of Force Majeure).

(iii) The non-Claiming Party may terminate this Agreement at its sole option if a Force Majeure shall have occurred and be continuing for a period of one hundred twenty (120) consecutive days or two hundred forty (240) days in the aggregate.

(b) Remedies Upon Termination Event. Upon the occurrence of an event under Section 9.02(a) that gives a Party the right to terminate this Agreement, such Party may terminate this Agreement by providing written notice to the other Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date; provided, however, that neither party shall be owed a Net Settlement Amount, Early Termination Fee or any other damages in connection with the termination of this Agreement.

Section 9.03 Early Termination Date Remedies.

(a) Upon the occurrence of an Early Termination Date:

(i) this Agreement and the Parties' respective rights and obligations hereunder will terminate (except as set forth in Section 14.12);

(ii) either Party may exercise any remedy it may have at law or in equity; and

(iii) if: (A) Purchaser has not exercised its Purchase Option; and (B) Purchaser is the Defaulting Party for an Event of Default, then (X) Provider shall provide notice to Purchaser of the Net Settlement Amount, (Y) within two (2) Business Days of receipt of such notice, Purchaser shall pay the Net Settlement Amount, and (Z) within thirty (30) calendar days of the Early Termination Date, Provider, at its sole option, may require that Purchaser accept a title transfer of the System from Provider, in which case Provider shall no longer be obligated to remove the System pursuant to Section 1.05.

(b) For the avoidance of doubt, in no event will Provider owe an Early Termination Fee, Net Settlement Amount or any other damages in connection with the termination of this Agreement to Purchaser, regardless of whether it is a Defaulting Party or otherwise.

(c) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

Section 9.04 Purchaser's Triennial Purchase Option.

(a) So long as no Event of Default with respect to Purchaser shall have occurred and be continuing, Provider grants to Purchaser an option to purchase the System (the "Purchase Option"), exercisable during the thirty (30) calendar day period following the fifth (5th) anniversary of the Commercial Operation Date and each third (3rd) anniversary of the Commercial Operation Date thereafter. Purchaser shall give at least sixty (60) calendar days' prior written notice to Provider of its intent to exercise its Purchase Option, which notice shall set forth the Early Termination Date and the Option Price.

(b) On the Early Termination Date designated by Purchaser's notice given pursuant to Section 9.04(a): (i) the Parties shall execute and deliver to each other all documents necessary to (A) cause title to the System to pass to Purchaser, free and clear of any Liens, and (B) assign all warranties for the System, if any, to Purchaser, to the extent assignable; and (ii) Purchaser will pay the Option Price to Provider.

(c) In the event that: (i) Purchaser retracts its exercise of the Purchase Option after providing notice to Provider pursuant to Section 9.04(a); or (ii) fails to pay the Option Price when due, then the Purchaser's exercise of the Purchase Option will be void, and the provisions of this Agreement shall be applicable throughout the Term, unless ended earlier due to the declaration of an Early Termination Date.

Article X. Relocation of System.

Section 10.01 Provided that this Section does not violate Purchaser's obligations in Section 6.02(g), on and after the fifth (5th) anniversary of the Commercial Operation Date, Purchaser may request that Provider relocate the system to a new location, which Provider may accept in its reasonable discretion. Any of the following reasons shall be a reasonable basis for Provider to reject Purchaser's request to relocate the System: (a) the new location is not located within the same Local Electric Utility district as the Premises, (b) the new location is not in a location with similar insolation and Local Electric Utility rates; (c) at the new location, Provider will not be entitled to receive the Required Rebate or the Value of RECs produced by the relocated System will be less than the Value of RECs produced by the System if it remained at the original Premises; and (d) Provider expects the duration of such relocation to exceed ninety (90) calendar days. All costs and expenses associated with relocating the System shall be paid by Purchaser.

Article XI. Change of Law.

Section 11.01 Environmental Attributes. Purchaser acknowledges and agrees that (a) several Governmental Authorities are in the process of promulgating regulations or enacting legislation requiring the monitoring and reporting of greenhouse gas emissions and the allocation of Environmental Attributes, and that such

regulations or legislation may be enacted during the Term, (b) any such enacted regulations or legislation may allocate Environmental Attributes in a manner inconsistent with this Agreement, and (c) in the event that Environmental Attributes are allocated in a manner inconsistent with this Agreement pursuant to such enacted regulations or legislation, Purchaser shall take such actions as are required to provide Provider with the legal and/or beneficial interests in and to the Environmental Attributes, including execution, delivery and registration of any document required therefor.

Section 11.02 Adjustments to Solar Services Payments.

(a) Change in Law. In the event there is any change in Applicable Law (including with respect to the Parties' tax obligations) subsequent to the Effective Date that results in a material change in Provider's costs to provide the Solar Services (a "Change in Law"), Provider will promptly submit to Purchaser a written notice setting forth (i) the citation of the Change in Law, (ii) the manner in which such Change in Law shall materially change Provider's costs to provide the Solar Services, including computations in connection therewith, and (iii) Provider's proposed adjustment to the then applicable and future kWh Rates to reflect such expected material changes in Provider's costs.

(b) Notice. Within thirty (30) days after delivery of Provider's notice, Purchaser may, by written notice to Provider, (i) accept Provider's notice, or (ii) reject Provider's notice, and demand that the Fair Market Value of the Solar Services be computed to determine any increase in Provider's costs due to a Change in Law. A failure of Purchaser to accept or reject Provider's notice pursuant to this Section 11.02(b) shall be deemed acceptance of Provider's notice.

(c) Adjustment to kWh Rate. From and after the date of (i) Purchaser's acceptance of Provider's notice, the kWh Rate shall be adjusted to include Provider's total increased cost due to the Change in Law, or (ii) the determination of the Fair Market Value of the Solar Services, the kWh Rate shall be adjusted according to such determination of the Fair Market Value of the Solar Services; as applicable.

Article XII. Force Majeure.

Section 12.01 To the extent either Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations prevented by the Force Majeure (other than the obligation to make payments). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. Until the Force Majeure is remedied, the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Article XIII. Taxes and Governmental Fees.

Section 13.01 Purchaser's Obligations. Except as provided in Section 13.02, Purchaser shall reimburse (or rebate as applicable) and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of the Solar Services to Purchaser (other than income taxes imposed upon Provider), including taxes levied with respect to the Premises or the System that are or could be characterized as "use taxes", "ad valorem taxes" or "personal property taxes", whether assessed on a one-time or annual basis.

Section 13.02 Provider's Obligations. Subject to Section 13.01, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

Article XIV. Miscellaneous.

Section 14.01 . Limitation of Liability. NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY DAMAGES, WHETHER DIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER

FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

Section 14.02 Assignment. Except as provided in Section 14.03, neither Party may assign the Agreement without the written consent of the other Party, such consent not to be unreasonably withheld or delayed; provided, however, that either Party may transfer the Agreement without consent: (a) to an Affiliate of equal or higher creditworthiness; (b) to any person or entity succeeding to all or substantial all of the assets of the transferor and whose creditworthiness is equal or higher than that of the transferor; or (c) as a collateral assignment in connection with any financing or other financial arrangements; provided, further, that Provider may assign all or a portion of its rights, benefits, duties or obligations to an Affiliate of equal or higher creditworthiness for the purpose of enabling the Affiliate to receive the benefit of federal state or other tax credits, incentives or benefits, including, but not limited to, the Required Rebate.

Section 14.03 Lender Accommodations. Purchaser acknowledges that Provider may finance the development, installation, acquisition, operation and/or maintenance of the System with financing or other accommodations from MS Solar Solutions Corp. or one or more other financial institutions and that Provider's obligations to MS Solar Solutions Corp. or any such other financial institutions may be secured by, *inter alia*, a pledge or collateral assignment of this Agreement and a first security interest in the System (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations (or agent or trustee on behalf of such financial institutions), and with respect to MS Solar Solutions Corp. or any other financial institution of which Provider has notified Purchaser in writing (each, a "Lender"), Purchaser agrees as follows:

- (a) Consent to Lender's Security Interest. Purchaser consents to Provider providing to Lender, the Lender's Security Interest. Purchaser acknowledges and agrees that: (i) Purchaser and all of Purchaser's rights hereunder are and shall be in all respects subject and subordinate to the Lender's Security Interest and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions and extensions thereof; and (ii) no amendments or modifications of this Agreement, are permitted without Lender's prior written consent.
- (b) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement, upon the occurrence of an event of default under Lender's financing documents:
 - (i) Lender, as holder of the Lender's Security Interest, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
 - (ii) Lender shall have the right, but not the obligation, to pay all sums due from Provider under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires Lender to cure any Provider Default (unless Lender has succeeded to Provider's interests under this Agreement) or to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.
 - (iii) Upon the exercise of remedies under the Lender's Security Interest in the System, including any sale thereof by Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to Lender (or any Qualified Assignee of Lender) in lieu thereof, Lender shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement, nor require Purchaser's consent.

- (iv) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new agreement with Lender or its Qualified Assignee having substantially the same terms and conditions as this Agreement.
- (c) Acknowledgement and Confirmation. Purchaser shall deliver, or shall cause the owner or lesser of the Premises, if different from Purchaser, to deliver, to Lender and Provider a fully executed Acknowledgement and Confirmation in the form of Exhibit C that the ownership of the System remains in Provider and further acknowledging that the System is the personal property of Provider.
- (d) Right to Cure. Notwithstanding any contrary term of this Agreement:
- (i) Purchaser will not exercise any right to terminate or suspend this Agreement as a result of a Provider Default unless (to the extent Purchaser has been given prior written notice of the manner in which to give Lender notice hereunder), it shall have given Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the Provider Default giving rise to such right, and Lender shall not have caused to be cured the Provider Default giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider Default cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such Provider Default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional one hundred twenty (120) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
- (ii) If Lender or its Qualified Assignee (including any purchaser or transferee), pursuant to an exercise of remedies by Lender, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 14.04(d)(i), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.
- (e) Further Assurances. At the request of Lender and/or its Qualified Assignee, Purchaser agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender or its Qualified Assignee in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of the Provider, and to secure the obligations evidenced by Lender's Security Interest.

Section 14.04 Notices. Unless otherwise provided herein, any notice provided for in this Agreement shall be sent to the address specified on the Cover Sheet by hand delivery, registered or certified U.S. mail, postage prepaid, commercial overnight delivery service, or transmitted by facsimile or e-mail. Notices shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile or e-mail (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

Section 14.05 Indemnification.

(a) Indemnification. Each Party shall indemnify, defend and hold harmless the other Party and its directors, officers, members, shareholders, agents and employees (collectively the "Indemnified Parties") from and against all Losses arising out of or resulting from this Agreement to the extent that such Losses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and (ii) arise out of such Party's (or any subcontractor of such Party's) breach of the Agreement, gross negligence or willful misconduct.

(b) Purchaser's Indemnification of the Required Rebate. Purchaser shall indemnify Provider for the Required Rebate it receives in accordance with Section 4.01(b) to the extent that Provider must repay the Required Rebate to the Local Electric Utility or to any other party under Applicable Law or otherwise, unless such repayment is due to the negligence or willful misconduct of Provider.

(c) Hazardous Substance Clean-up Obligation. To the extent permitted by Applicable Law, in the event that Hazardous Substances are discovered on the Premises or the groundwater thereunder, Purchaser shall indemnify Provider and the Indemnified Parties for any and all Losses to the extent arising from or out of any claim for or arising out the discovery or release of Hazardous Substances on the Premises by Purchaser (or to the extent Purchaser may be otherwise responsible under other Applicable Law) and Provider shall indemnify Purchaser and the Indemnified Parties for any and all Losses to the extent arising from or out of any claim for or arising out the discovery or release of Hazardous Substances on the Premises by Provider (or to the extent Provider may be otherwise responsible under other Applicable Law)

Section 14.06 Insurance.

(a) Each Party shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (i) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, and (ii) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Additionally, Provider shall carry adequate property loss insurance on the System which may, at Provider's election, be covered by a rider to Purchaser's property coverage with Provider being named as an additional insured party under such policy, the added cost of which shall be paid for by Provider (either directly or by way of netting under Section 7.02). The amount and terms of insurance coverage will be determined at Provider's sole discretion.

(b) Each Party shall furnish current certificates evidencing that the insurance required under Section 14.06(a) is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

Section 14.07 Governing Law & Jury Trial Waiver. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH GOVERNING LAW (AS SPECIFIED ON THE COVER SHEET), WITHOUT REFERENCE TO ANY CONFLICTS OF LAW PRINCIPLES. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

Section 14.08 Venue. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Venue specified on the Cover Sheet for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

Section 14.09 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, constitutes the entire agreement and understanding between Provider and Purchaser with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of

this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail, and such Exhibit or Schedule shall be corrected accordingly.

Section 14.10 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

Section 14.11 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

Section 14.12 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

Section 14.13 Survival. The obligations under Sections 1.05 (Removal of the System), 5.03 (EXCLUSION OF WARRANTIES), 6.01(d) (Provider's Covenants; Liens), 6.02(d) (Purchaser's Covenants; Liens), 7.04 (Disputes and Adjustment of Invoices), 14.01(a) (Limitation of Liability), 14.04 (Notices), 14.05(b) (Hazardous Substance Indemnity Clean-up Obligation), 15.07 (Governing Law & Jury Trial Waiver) and 45.08 (Venue) and Article XIII (Taxes and Governmental Fees), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years.

Section 14.14 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

Section 14.15 Relationship of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

Section 14.16 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective permitted successors and assigns.

Section 14.17 Counterparts. This Agreement may be executed in one or more counterparts, including through facsimile signatures, each of which shall constitute an original and all of which constitute one and the same instrument.

Section 14.18 Early Termination Fee Not Penalty. Provider acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Provider's rights and obligations under this Agreement, the Early Termination Fee constitutes fair and reasonable damages, and not a penalty, to be borne by Purchaser in lieu of Provider's actual damages.

EXHIBIT A: DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the respective meanings specified in this Exhibit A.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, “control” means the ownership of a majority of the voting power of the Person; provided, however, that Morgan Stanley Derivative Products Inc. shall not be considered to be an Affiliate of Provider.

“Agreement” has the meaning set forth on the Cover Sheet.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, Governmental Approval, or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Approvals” means, collectively, any approval, consent, franchise, permit, resolution, concession, license, or authorization issued by or on behalf of the Local Electric Utility and any Governmental Authority.

“Bankrupt” means with respect to any entity, such entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or general arrangement for the benefit of creditors; (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in New York City, New York are required or authorized by Applicable Law to be closed for business.

“Change in Law” has the meaning set forth in Section 11.02(a).

“Claiming Party” has the meaning set forth in Section 12.01.

“Commercial Operation” means the condition existing when the System is: (i) mechanically complete and operating as specified in Schedule 5 of Exhibit B hereto, and (ii) energy is delivered through the System’s meter and to the Delivery Point and to the Premises’ electrical system under and approved and executed Interconnection Agreement; provided, however, that Provider’s initial testing of the System shall not be deemed “Commercial Operation.”

“Commercial Operation Date” is the date upon which Commercial Operation has been achieved.

“Deemed Production Payment” means a payment by Purchaser to Provider in lieu of the Solar Services payment and the value of the RECs that Provider would have received but for a curtailment of Solar Services for the reasons specified in Sections 7.03(a) through (c). The Deemed Production Payment will equal the *sum* of: (a) the *product* of (i) Forecasted Production for the applicable period, and (ii) the applicable kWh Rate; and (b) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System.

“Default Rate” means the rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

“Defaulting Party” has the meaning set forth in Section 9.01(a).

“Delivery Point” means the location of the delivery of the Solar Services, shown more specifically in Schedule 2 of Exhibit B.

“Discounted Cash Flow” means, for any period of determination: (i) the *product* of (A) the Forecasted Production for each remaining year of the Term (or pro rata portion thereof) *multiplied by* (B) kWh Rate for Solar Services for the year in which such Forecasted Production would be delivered to the Point of Delivery; *plus* (ii) the REC Value

of RECs that are equivalent in amount and type to those that would have been produced by the System, *less* (ii) reasonably anticipated annual expenses of Provider for such period of determination, *discounted by* (iii) three percent (3%) per annum.

"Early Termination Date" a date that is designated by a Party in accordance with Article IX on which this Agreement, and all of the Parties rights and obligations thereunder (except as set forth in Section 15.13), will be terminated.

"Early Termination Fee" means an amount equal to the *difference* between (a) (i) if the Early Termination Date occurs after the Commercial Operation Date, the Early Termination Fee for the year in which termination occurs as set forth on Schedule 4 of Exhibit B, and (ii) if the Early Termination Date occurs before the Commercial Operation Date, all expenses incurred by Provider subsequent to the execution of this Agreement, including expenses for time and materials and any fees and expenses to outside consultants, advisors and attorneys; and (b) all amounts paid by Purchaser for Solar Services pursuant to any invoice issued by Provider during the year in which such termination occurs.

"Effective Date" has the meaning set forth in the Cover Sheet.

"Environmental Attributes" means any non-energy attributes howsoever entitled, whether now existing or hereafter created or arising, attributable to the installation, ownership or operation of the System, including carbon trading credits, SO-RECs or other renewable energy credits or certificates, emissions reduction credits, investment or investment tax credits, production tax credits, emissions allowances, green tags, tradable renewable credits, and Green-e® products that are (a) created by order of any Governmental Authority, or (b) allocated as a result of Provider's or Purchaser's participation in any voluntary registry, association or market-based exchange.

"Extension Option" means a five-year option to extend the Term of this Agreement as set forth in Section 8.02.

"General Contractor" shall have the meaning specified on the Cover Sheet.

"Fair Market Value" means the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System or of Solar Services shall be determined by the mutual agreement of Purchaser and Provider; provided, however, if Purchaser and Provider cannot mutually agree to a Fair Market Value within ten (10) calendar days before the need to determine Fair Market Value pursuant to the applicable provision of this Agreement, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Purchaser; provided, however, the Fair Market Value of the System, whether determined by the mutual agreement of the Parties or by an independent appraiser, shall not be less than the *sum* of: (a) the Discounted Cash Flow for the remainder of the Term; (b) the salvage value of the System at the end of the Term; and (c) Provider's closing costs.

"Forecasted Production" means: (a) if the System physically provided Solar Services during each calendar day of the applicable period of the previous year, the cumulative amount of such amount of such Solar Services; or (b) if the System did not physically provide Solar Services during each calendar day of the applicable period of the previous year, the amount of kWhs that the System would have produced during such period, as reasonably calculated by Provider based on the historical capacity of the system and insolation of the Premises, as adjusted for seasonal factors.

"Force Majeure" means an event or circumstance that prevents one Party from performing its obligations under the Agreement, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on the impossibility for one of the Parties to obtain any Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement.

"Governing Law" has the meaning specified on the Cover Sheet.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Hazardous Substances" shall mean any flammable explosive or radioactive material, petroleum or petroleum product, or any "toxic substance," "pollutant," "contaminant," "hazardous material," "hazardous substance," "hazardous waste," or words of similar import, as defined under any Applicable Law.

"Indemnified Parties" has the meaning set forth in Section 14.05(a).

"Initial Term" has the meaning set forth in Section 8.01.

"Installation Date" shall mean the date by which Installation Work must commence, as specified on the Cover Sheet.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof.

"Interconnection Agreement" means that certain agreement specified on the Cover Sheet between Purchaser and Local Electric Utility, as amended, restated or revised.

"kWh Rate" has the meaning specified in the definition of "Solar Services Payment".

"Lender" has the meaning set forth in Section 14.03.

"Lender Security Interest" has the meaning set forth in Section 14.03.

"Liens" has the meaning set forth in Section 6.01(d).

"Local Electric Utility" has the meaning set forth on the Cover Sheet, or such other local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises as of the Effective Date, or any Person succeeding to such role after the Effective Date.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all reasonable attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"Maintenance Provider" means any third party, including, but not limited to, Provider's representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs System Operations on the System or removes the System from the Premises at the direction of Provider.

"Metering System" has the meaning set forth in Section 1.04(b)(i).

"Net Settlement Amount" means the net, aggregate or setoff, as appropriate, of any and all amounts owing between the Parties, as calculated by Provider, including, without limitation, the Early Termination Fee, any unpaid amounts under Article VII, and any amounts owed to Purchaser under any other agreement or arrangement between the Parties.

"Non-default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund the relevant amount.

"Non-Defaulting Party" means the Party that is not the Defaulting Party.

"Notice to Proceed" has the meaning in Section 2.01(a).

“Option Price” means an amount equal to the *greater* of: (a) the Fair Market Value of the System, or (b) the *difference* between the Early Termination Fee for the year in which the Purchase Option is exercised as specified in Schedule 4 of Exhibit B and all amounts paid by Purchaser for Solar Services pursuant to any invoice issued by Provider during the year in which the Purchase Option is exercised.

“Party” or “Parties” has the meaning set forth in the Cover Sheet.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Purchaser” has the meaning set forth in the Cover Sheet.

“Premises” means the premises described in Schedule 1 of Exhibit B.

“Production” means, for any period of determination, the total kWh of Solar Services delivered to the Delivery Point during such period of determination, as recorded by the Metering System, including Production deemed to have occurred pursuant to Section 7.03.

“Project Documents” means: (a) those documents specified on the Cover Sheet as Project Documents; and (b) all other documents necessary or incidental thereto; all as permitted to be amended, modified or supplemented from time to time.

“Provider” has the meaning set forth in the Cover Sheet.

“Prudent Electric Practices” means those practices, methods, standards, and equipment commonly used, from time to time, in electrical engineering and operations to operate electrical equipment with safety, dependability and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code and the standards of the Institute of Electrical and Electronic Engineers, the National Electrical Manufacturers Association, the North American Electric Reliability Council, and the American National Standards Institute and any other applicable statutes, codes, regulations and/or standards.

“Purchase Option” has the meaning set forth in Section 9.04(a).

“Qualified Assignee” means a proposed assignee of Provider, for which Provider has, by way of example and not limitation, provided to the Purchaser reasonable proof that the proposed assignee: (x) has comparable successful experience in operating and maintaining photovoltaic solar systems comparable to the System and successfully providing services comparable to the Solar Services; (y) has the financial capability to maintain the System and provide the Solar Services in the manner required by this Agreement; and (z) shall agree to assume in writing the due performance of all of Provider’s obligations under this Agreement, including any accrued obligations at the time of the assignment.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by Applicable Law indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from the System. A REC may include some or all additional Environmental Attributes associated with the generation of Solar Services, and those Environmental Attributes may, but need not be, verified or certified, or disaggregated, retained or sold separately. A REC is separate from the Solar Services produced, and are retained by the Provider pursuant to Section 3.01.

“Requesting Party” has the meaning specified in Section 10.01.

“Required Rebate” has the meaning set forth in the Cover Sheet.

“S&P” has the meaning specified in Section 10.02.

“Solar Services” means the supply of on-site electrical energy output Produced by System.

“Solar Services Payment” means the *sum* of: (a) the *product* of (i) the Production delivered to the Delivery Point in the preceding month, and (ii) the price per kWh for Solar Services for the year in which such Production was

delivered to the Delivery Point as specified in Schedule 3 of Exhibit B (the "kWh Rate"); "System" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 2 of Exhibit B and interconnected with the Local Electric Utility, owned by Provider and installed at the Premises.

"System Acceptance Testing" has the meaning set forth in Section 1.03.

"System Operations" means the operation, maintenance and repair of the System.

"Term" means the period of time from the Effective Date until the Termination Date.

"Termination Date" means the date on which this Agreement will terminate, unless terminated earlier in accordance with its terms, as specified on the Cover Sheet.

"REC Value" means: (a) where there is a liquid market for such RECs, the cost to Provider to purchase RECs (for the avoidance of doubt, Provider may use quotes from unaffiliated third-parties to prove the cost of such RECs and need not actually purchase equivalent RECs); (b) where the rate for such REC is fixed by Applicable Law, the Forecasted Production relating to such RECs *multiplied by* such rate; or (c) if neither of the above clauses (a) or (b) apply, then the value of the applicable RECs, as reasonably determined by Provider.

"Venue" has the meaning specified on the Cover Sheet.

EXHIBIT B

This Exhibit consists of five (5) schedules. Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Agreement.

1. Schedule 1: Description of the Premises. The Premises for the installation of the System provided pursuant to this Agreement are described in Schedule 1 to this Exhibit B.
2. Schedule 2: Description of System. The System to be installed on the Premises subject to this Agreement shall be as described in Schedule 2 to this Exhibit B.
3. Schedule 3: kWh Rate. The kWh Rates with respect to the System to be installed pursuant to this Agreement shall be as specified in Schedule 3 to this Exhibit B.
4. Schedule 4: Early Termination Fee. The Early Termination Fee payable pursuant to this Agreement shall be as specified in Schedule 4 to this Exhibit B.
5. Schedule 5: System Acceptance Testing. The requirements for successful System Acceptance Testing shall be as specified in Schedule 5 to this Exhibit B.

DESCRIPTION OF PREMISES

A new installation of a solar photovoltaic energy generation system with a total nameplate capacity of 418.6kW will be installed at each of the locations listed above with final details to follow

Site	Address	City	State	System Size kW (DC)
Central High	1 Lincoln Blvd,	Bridgeport	CT	218.27
Blackham Middle	425 Thorne St	Bridgeport	CT	89.70
Public Facilities	990 Houstanic Ave	Bridgeport	CT	62.79
City Hall	45 Lyon Terrace	Bridgeport	CT	47.84
				418.60

DESCRIPTION OF SYSTEM

Solar System Size and Location: See Schedule 1

Anticipated Rebate for Systems in the amount of \$611,348

Scope: Design and supply grid-interconnected, roof-top solar electric (PV) system. Provider responsible for turnkey installation and removal.

Module: Astronergy CHSM 6610 230 W

Inverter: PV Powered

Structure: Panel Claw

Warranty:

System Includes: Solar panels, support system, inverter system, wire kits, and data monitoring system.

Design including: 1 site visit, system drawings, engineering review and stamps (not including building structural review, if required). Installation by registered and experienced contractors. System commissioning.

Interconnection application and permitting.

Exclusions:

Point of Delivery: At the meter.

kWh RATE

The kWh Rate under the Agreement shall be as set forth below:

Years After Commercial Operation Date	\$/kWh Rate
0 to 1	\$0.1460
1 to 2	\$0.1515
2 to 3	\$0.1572
3 to 4	\$0.1630
4 to 5	\$0.1692
5 to 6	\$0.1755
6 to 7	\$0.1821
7 to 8	\$0.1889
8 to 9	\$0.1960
9 to 10	\$0.2034
10 to 11	\$0.2110
11 to 12	\$0.2189
12 to 13	\$0.2271
13 to 14	\$0.2356
14 to 15	\$0.2444
15 to 16	\$0.2536
16 to 17	\$0.2631
17 to 18	\$0.2730
19 to 20	\$0.2832
20 to 21	\$0.2939
21 to 22	\$0.3049
22 to 23	\$0.3163
23 to 24	\$0.3282
24 to 25	\$0.3405

EARLY TERMINATION

The Early Termination Fee under the Agreement shall be as set forth below:

Years After Commercial Operation Date	\$/Watt Rate
6	\$2.45
9	\$2.30
12	\$2.05
15	\$1.65
18	\$0.75
21	\$.10
24	\$.05

Requirements for System Acceptance Testing

Substantial Completion Commissioning and Testing Plan for System

System

Overall Site Condition	Inspect general condition of Site and roof; cleanliness of Site and structure, tiles; note roof issues; confirm 'Danger' signage; check security, fencing and safety features
Installed Equipment	Verify that all Equipment and each Component on construction drawings is installed per design documents and manufacturer's specifications
Support Structure	Inspect structure welds; drainage, grounding; rack placement and alignment; bearing condition and placement;
PV Mounting	Module placement, spacing and alignment; Check for cracks and other defects in modules; installation and condition frames and clamps; degree of soiling; assess shading; assess module clearance and obstacles
Array Wiring	Check grounding integrity; check connections and wire condition;

Electrical

Combine Box and Terminal Boxes	Check for loose wires and conduit, door seals, check fuses and connections; verify correct signage and labeling;
Inverter	Follow manufacturers start up and commissioning procedures
AC/DC Disconnect	Inspect disconnects; verify torques; ensure proper position; check signage

Monitoring

Data Acquisition System	Install DAS logger, check ethernet connection. Verify operation and data collection
Power Meter	Install DAS meter against utility grade monitor

Testing

The Commissioning Test shall be performed based on the form of Commissioning Test Certificate prepared by the Electrical Engineer, as approved by MW Solar and Main Street.

EXHIBIT C

Acknowledgment and Confirmation

This Acknowledgement and Confirmation, dated as of _____, 200__ (this "Acknowledgement"), is made by [] (" ") under that certain Solar Power & Services Agreement dated _____, 2010 (as amended from time to time, the "SPSA") with Main Street Power Company, Inc., a Delaware corporation ("Provider"). This Acknowledgement is provided pursuant to Section 14.03 of the SPSA to _____ ("Lender"), which is providing financial accommodations to Provider.

The solar photovoltaic system (the "System") to be installed, operated and maintained by Provider pursuant to the SPSA is located at Purchaser's facility at _____ (the "Premises").

1. Acknowledgement of Collateral Assignment.

- (a) Purchaser acknowledges the collateral assignment by Provider to Lender, of Provider's right, title and interest in, to and under the SPSA, as consented to under Section 14.03 of the SPSA.
- (b) Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in the SPSA, including those rights provided to Lender in Section 14.03 of the SPSA.
- (c) Purchaser acknowledges that it has been advised that Provider has granted a first priority security interest in the System to Lender and that Lender has relied upon the characterization of the System as personal property, as agreed in the SPSA in accepting such security interest as collateral for its financial accommodations to Provider.
- (d) Until further written notice, Purchaser agrees to make all payments due Provider under the SPSA to Lender [at the following address:
[]
[]
[]
Attention: []
Reference: []]
- (a) [to the following account:]
- (e) **[Provide Lender Address for Notices under the SPSA.]**

2. Confirmation. Purchaser confirms the following matters for the benefit of Lender:

- (a) To Purchaser's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the SPSA.
- (b) Purchaser has approved the System as installed at the Premises.
- (c) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises which could attach to the System as an interest adverse to Lender's security interest therein.

Purchaser

PROVIDER

By: _____
Name:

By: _____
Name:

ADDENDUM

This Addendum supersedes and supplants any contradictory terms in the body of the Solar Power and Services Agreement between Main Street Power Company, Inc. and the City of Bridgeport ("City") dated February 24, 2011:

The "Required Rebate" from the Connecticut Clean Energy fund shall be \$ 412,759.00.

The "Premises" shall be limited to Central High, 1 Lincoln Blvd., Bridgeport, CT and Blackham Middle School, 425 Thorne St., Bridgeport, CT.

Article VII. Section 702 is hereby replaced in its entirety with the following paragraph:

Method of Payment & Netting. Purchaser shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by provider. All payments that are not made within thirty (30) days of the date due may, at the discretion of the Provider, bear interest accruing from the date becoming past due until paid in full at a rate equal to the Default Rate. Except as provided in Article XIV, all payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges, but shall include a monthly pro-rata payment to reimburse Provider any and all personal property taxes assessed against the Project and paid to Purchaser by Provider. Upon Provider's submittal to the Purchaser of all due personal property taxes and filing of its annual Declaration, Provider shall add to each month's subsequent invoice one twelfth (1/12) of that year's annual property tax lawfully paid.



*City of Bridgeport
Labor Relations and Benefits Administration*

*Labor Relations Office
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843*

*Lawrence E. Osborne, Jr.
Director*

*Thomas C. McCarthy
Acting Deputy Director*

*Janet M. Finch
Human Resources Manager*

*Richard D. Weiner
Benefits Manager*

*Bill Finch
Mayor*

COMM.#18-11 Ref'd to Ordinance Committee on 12/5/2011

November 30, 2011

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

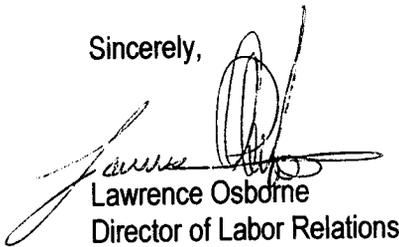
RE: City Ordinance 2.36.010 Officers' and unaffiliated employee salaries

Dear Honorable Members:

The City of Bridgeport is proposing the attached (revised) amendments to Bridgeport Code of Ordinances Section 2.36.010, Officers' and unaffiliated employee salaries.

It is hereby requested that the City Council refer this updated City Ordinance 2.36.010 to the Ordinance Committee for their review and consideration.

Sincerely,


Lawrence Osborne
Director of Labor Relations

LO/mjh
Enclosures

pc: Mayor Bill Finch
Andrew Nunn, CAO
Adam Wood, Chief of Staff
File

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**Proposed AMENDMENTS to
BPT Code of Ordinances Section 2.36.010**

2.36.010 Officers' and unaffiliated employee salaries.

A. The following position salaries shall be established for all listed unaffiliated positions in this subsection. Position annual salaries and annual salaries for those acting in any of the positions set forth in this section shall be adjusted in accordance with the negotiated across-the-board increases granted to other city supervisors. The Labor Relations Office shall provide the City Clerk with updated ranges set forth in this section, effective as of each July 1st, to reflect such across-the-board increases. Salary ranges for any newly created positions shall be referred to the budget and appropriations committee for review. Salary ranges for acting or appointed positions shall fall within the ranges listed below. The full City Council shall have the power to approve or disapprove the salary ranges recommended by the Mayor and/or budget and appropriations committee. The Mayor may authorize salary increases within the salary ranges established by ordinance or not more than fifteen percent (15%) outside of such salary ranges as the Mayor deems warranted based upon the particular duties, responsibilities, and requirements of the positions and/or the qualifications of the individuals serving in, or to serve in, the positions, provided appropriated funds are available. Thirty (30) days' prior written notification must be given to the City Council before the Mayor authorizes any salary increase [is given] outside of the salary ranges established by ordinance. [within the salary ranges established in this ordinance.] No individual, serving in a position listed below, may receive remuneration from any other city board, commission or authority of the City of Bridgeport, including the Board of Education, in the form of wages, fee or other emoluments, without express prior approval by the City Council. The exception to this section is for a legally awarded pension from the City of Bridgeport or any of the boards, commissions or authorities, including the Board of Education.

CHIEF ELECTED OFFICIAL

9	Mayor		\$129,862
---	-------	--	-----------

CHIEF APPOINTED OFFICIALS

9a	Police Chief	\$117,006	\$128,543
9a	Fire Chief	\$117,006	\$128,543
9a	Director of Mayoral Initiatives / Chief of Staff	\$117,006	\$128,543
9a	Chief Administrative Officer	\$117,006	\$128,543
9b	Assistant CAO	\$115,000	\$126,000

EXECUTIVE APPOINTED OFFICIALS

8	Finance Director	\$111,894	\$123,082
8	OPM Director	\$111,894	\$123,082
8	OPED Director	\$111,894	\$123,082
8	Public Facilities Director	\$111,894	\$123,082
8	Health Director	\$111,894	\$123,082
8	Labor Relations Director	\$111,894	\$123,082
8	Director of Health & Social Service	\$111,894	\$123,082
8	I.T.S. Director	\$111,894	\$123,082
8	Parks and Recreation Director	\$111,894	\$123,082
8	City Attorney	\$111,894	\$123,082
8a	City Attorney(pt)	\$74,130	\$81,122
8b	Assistant Chief of Police	\$111,000	\$121,000
8b	Deputy Director of Public Facilities	\$111,000	\$121,000

MANAGEMENT APPOINTED OFFICIALS

7a	City Librarian	\$99,127	\$112,593
7a	Director of Public Safety	\$99,127	\$112,593
7a	Director of Construction Services	\$99,127	\$112,593
7a	Tax Assessor	\$99,127	\$112,593
7a	Deputy Director Finance/Comptroller	\$99,127	\$112,593
7a	Director of Public Safety Communications	\$99,127	\$112,593
7a	Deputy Director OPED	\$99,127	\$112,593
7a	Tax Collector	\$99,127	\$112,593
7a	Deputy Director of Labor Relations	\$99,127	\$112,593
7a	Director of Auditing	\$99,127	\$112,593

MAJOR DEPUTY CLASS

6	Director of Human Services	\$88,816	\$97,698
6	Deputy CAO	\$88,816	\$97,698
6	Deputy Director Finance / Management	\$88,816	\$97,698
6	Director of Social Services	\$88,816	\$97,698
6	Deputy City Attorney (PT)	\$88,816	\$97,698
6	Deputy Tax Assessor	\$88,816	\$97,698
6	Deputy Director Public Safety Communications	\$88,816	\$97,698
6	Communications Director	\$88,816	\$97,698
6	Labor Relations Attorney	\$88,816	\$97,698
5	Director, Office of Education and Youth	\$88,816	\$97,698

DEPARTMENT CLASS

5	Sr. Labor Relations Officer	\$76,927	\$89,514
5	Mayor Executive Office Manager	\$76,927	\$89,514
5	Director Organizational Development	\$76,927	\$89,514
5	City Treasurer	\$76,927	\$89,514
5	Director L.U.C.R.	\$76,927	\$89,514
5	Utility Manager	\$76,927	\$89,514
5	Benefits Manager	\$76,927	\$89,514
5	Project Manager	\$76,927	\$89,514

5	Human Resource Manager	\$76,927	\$89,514
5	Director of Grants	\$76,927	\$89,514
5	Clinical Physician	\$76,927	\$89,514
5a	Chief Accountant	\$71,382	\$78,931

PROGRAM CLASS

4	Asst. Internal Audit	\$65,737	\$72,809
4	Affirmative Action Director	\$65,737	\$72,809
4	Harbormaster	\$65,737	\$72,809
4	Registrar of Voters	\$65,737	\$72,809
4a	OPM Analyst	\$59,144	\$71,307
4a	Mayor's Community Liaison	\$59,144	\$71,307
4a	Mayor's Aide	\$59,144	\$71,307
4a	Labor Management Coordinator	\$59,144	\$71,307
4a	Special Project Coordinator	\$59,144	\$71,307
4a	Labor Relations Officer	\$59,144	\$71,307
4a	Data Base Administrator	\$59,144	\$71,307
4a	Medical Health Director	\$59,144	\$71,307

TECHNICAL CLASS

3	Sealer Weights and Measurers	\$59,144	\$67,135
3	Executive Secretary	\$59,144	\$67,135
3a	Assistant City Attorney's (pt)	\$47,556	\$57,600
3a	Press Secretary	\$47,556	\$57,600
3a	Assistant Special Project Manager	\$47,556	\$57,600
3a	Dentist	\$47,556	\$57,600
3a	Assistant to Police Chief	\$47,556	\$57,600

SUPPORT SERVICES CLASS

2	Administrative Assistant	\$41,960	\$51,751
2	Financial Coordinator	\$41,960	\$51,751
2	Deputy Registrar of Voters	\$41,960	\$51,751
2	Legislative Liaison	\$41,960	\$51,751
2	Secretary (Mayor)	\$41,960	\$51,751
2	Urban Affairs Officer	\$41,960	\$51,751
2a	Trainer	\$30,771	\$39,552
2a	Clerical Assistant	\$30,771	\$39,552
2a	Secretary	\$30,771	\$39,552
2a	Constituent Service Rep.	\$30,771	\$39,552
2a	Legislative Aide	\$30,771	\$39,552
2b	Data Coordinator	\$36,844	\$40,939

SPECIAL CLASS

1	City Clerk	\$32,960
1	Town Clerk	\$32,960
1	Public Facilities Inspector	\$39,602
1	Annex Courier (P/T)	\$19,776
1	Receptionst (P/T)	\$12,313

B. Take Home Vehicles. The City of Bridgeport avails to certain individuals in the class of officers and unaffiliated employees the use of a take home vehicle. The improper use of said vehicle can place extreme financial burdens on the City of Bridgeport. In order to protect itself from unnecessary hardship the City of Bridgeport requires the following for any individual partaking in this benefit:

1. Mandatory random quarterly testing for drugs and alcohol.
2. Mandatory on scene reporting to the local law enforcement authorities of any vehicle accident.
3. Mandatory testing for drugs and alcohol within twenty-four (24) hours of any motor vehicle accident; mandatory testing within two hours of any motor vehicle accident that involves injuries to an individual.
4. Mandatory suspension of the use of a vehicle for failure to abide by the above.
5. The City reserves the right to establish a charge for excess mileage at a rate and a mileage limit to be determined.



ETHICS COMMISSION
CITY OF BRIDGEPORT, CONNECTICUT

45 Lyon Terrace
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE 203-576-8385

COMM.#19-11 Ref'd to Oedinance Committee on 12/5/2011.

BILL FINCH

Mayor

Members of the City Council
City of Bridgeport
In care of Fleeta Hudson, City Clerk
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Subject: Communication from the Ethics Commission re Ethics Ordinance
Proposed Update

Date: November 23, 2011

Dear Honorable Members of the City Council:

Attached is a proposed update to Ethics Ordinance 2.38. This is submitted in accordance with Ethics Ordinance Section 2.38.040 Paragraph F which states, "The commission may make recommendations to the common council with respect to amendments of this chapter".

Respectfully yours;

Joseph W. Ianniello
Chairman, Ethics Commission
128 Balmforth Street
Bridgeport, Connecticut 06605

Phone: 203-384-8745
email: jianniello@optonline.net

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Chapter 2.38
CODE OF ETHICS

Sections:

2.38.010 Purpose of chapter.

2.38.020 Definitions.

2.38.030 Standards of conduct.

2.38.040 Commission on ethics.

2.38.010 Purpose of chapter.

A. The code of ethics and commission on ethics ordinance codified in this chapter is adopted for the city and is established with the purpose of setting forth ethical standards of conduct and prohibited activities which will be consistent with the best interests of the city.

B. This ordinance is intended to prevent City officials and employees from using their public position or authority for personal, financial benefit

C[B]. The proper operation of democratic government requires that public officials, and employees [and other persons involved in the governmental process, and in the services rendered by government,] be independent, impartial and responsible to the people in accordance with their oath of office. [They shall demonstrate by their example the highest standards of ethical conduct, to the end that the public may justifiably have trust and confidence in the integrity of government. As agents of public purpose, public interest must be the foremost concern.] They shall hold their offices [or positions] for the benefit of the public and shall faithfully discharge their duties, placing the good of the city above any personal or partisan consideration. Public office must not be used for personal gain.

[C. Officials and employees have a responsibility by virtue of the trust vested in them by their employment or oath of office to discharge their duties conscientiously, impartially and to the best of their ability. Officials and employees will conduct themselves with propriety, discharge their duties fairly and make continuing efforts towards attaining and maintaining high standards of ethical conduct.]

[D. Officials and employees recognize that the responsibility for ethical conduct ultimately rests with each individual. In this regard, individuals must be guided by standards of honesty, decency and morality, all consistent with the best interests

of the city, and should avoid any conduct having the appearance of violating these standards.]

D. It is advisable that all city officials and employees should avoid any conduct having the appearance of violating any of the standards set forth in 2.38.030 of this ordinance.

(Ord. dated 6/3/91 (part))

2.38.020 Definitions.

For the purposes of this chapter:

"Benefit": advantage; profit; gain; interest; the receiving of this benefit as the exchange for a promise of some performance or forbearance, which the promisee was not, previously entitled to receive.

"City personnel" means officials and employees of the City of Bridgeport.

"Commission" means the city's commission on ethics.

"Employee" means any employee of the city including any teacher, whether or not in the classified service, except: elected officials; board, agency and commission members; department heads; members of the city's unclassified service; and persons appointed pursuant to Section 24(b) or 27.1 of the city Charter.

["Executive director" means the city's executive director, commission on ethics, as further defined in Section 2.38.040, subsection C.]

"Financial interest" means any interest, other than an interest of a de minimis nature, that is not distinct from that of the general public, which shall yield a monetary or other material benefit to the official or employee or to any person employing or retaining the services of the official or employee.

"Gift" means a payment, a subscription, advance, forbearance, rendering of services, deposit of money or anything of value unless consideration of equal or greater value is received. A gift shall not include a political contribution otherwise reported as required by law; services provided without compensation by persons volunteering their time; a commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; a gift received from an individual's spouse or parent, brother or sister of such spouse, or such individual's child or spouse of such child; or food or beverage or both, consumed on a single occasion, the cost of which is less than fifty dollars (\$50.00) per person.

"Official" means any elected officer in the executive or legislative branch of city government; any member of any city agency, board or commission; any department head; and any person appointed to any office in the city government by the mayor, by any other elected official or officer or by any agency, board or commission with or without the consent of the common council, and who is not categorized an "employee" as that term is defined in this section.

"Person" means business, individual, corporation, union association, firm, partnership, committee, club or other organization or group of persons.

"Personal interest" means any interest arising from blood or marriage relationships or marriage-type relationships whether or not any financial interest is involved.

"Substantial conflict" means deriving a substantial benefit or avoiding a substantial detriment as a result of one's official or employment activity. For purposes herein, substantial means having real worth or importance; actually existing; not speculative.

(Ord. dated 8/4/03: Ord. dated 6/3/91 § 1: prior code § 2-348)

2.38.030 Standards of conduct.

A. General Prohibition. No official or employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business employment, transaction or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in the provisions of this chapter.

B. Specific Conflicts. No official or employee shall:

1. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence him/her in the performance of his/her duties or employment in the public interest. Nothing herein shall preclude the solicitation or acceptance of lawful contributions for election campaigns;

2. Knowingly have or acquire any financial interest or any personal interest, direct or indirect, in any contract or purchase order for any real estate, supplies, materials, equipment or contractual services furnished to, or used by, the city in connection with any project, matter or thing which comes within his/her jurisdiction or the jurisdiction of the board, commission or committee of which he/she is a member or the department or agency by which he/she is employed;

3. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or employment in the public interest or which may impair his/her independence of judgment in the performance of such duties or employment;

4. Without proper legal authorization, disclose confidential information concerning the property, government or affairs of the city, nor shall he/she use such information to advance his/her financial or personal interest;

5. Vote upon or otherwise participate in any transaction, contract or sale with the city or in the sale of real estate, materials, supplies or services to the city or from the city, if he/she has a personal or financial interest therein;

6. Use or permit the use of city-owned vehicles, equipment, materials or property for personal convenience or profit, except as authorized by the proper authority.

7. Provide false information on an official form provided to the City;

8. Use their official position to retaliate against any person who files an ethics complaint.

C. Contracting. No official or employee or any business with which he/she is associated shall enter into any contract (other than a contract of employment not otherwise prohibited by, or in conflict with, the provisions of this chapter) or engage in any business transaction or activity with the city, or have a personal or financial interest, direct or indirect, in such transaction, unless the contract has been awarded or the transaction conducted through an open and public process, including prior public offer and public disclosure of all proposals considered and the contract awarded.

D. Fair and Equal Treatment. No official or employee shall use his/her position to secure or to grant special consideration, treatment, advantage, privilege or exemption to himself/herself or any person beyond that which is available to every other person; except that nothing herein is intended to, or shall void, affect, restrict or limit in any way the power or authority of any officer to exercise that discretionary authority granted him/her pursuant to his/her position.

E. Penalties. The failure to comply with, or any violations of, the standards of conduct established by this chapter may upon determination by the proper authority, following proper proceedings and hearings, constitute a cause for disciplinary action or other appropriate penalties. Nothing in this chapter is intended to, or shall deprive any official or employee of all those rights and remedies granted him/her by any relevant and applicable contract, collective bargaining agreement, ordinance, Charter provision, statute, constitution or other legal authority. Any and all contracts, agreements, undertakings, commitments,

purchases and obligations made, entered into, procured or agreed to in violation of this chapter shall be null and void.

(Ord. dated 6/3/91 § 2: prior code § 2-349)

2.38.040 Commission on ethics.

A. Establishment and Membership [- Alternates]. There is established a commission on ethics, consisting of seven members, all of whom shall be resident electors of the city, to be nominated by the mayor and confirmed by the city council. Of the seven members, no more than four shall be of the same political party. No member of the commission shall: (1) hold or campaign for any public office or any office in any political party or political committee or be a member of any organization or association organized primarily for the purpose of influencing legislation or decisions of public agencies and (2) have held or have been a candidate for public office or office in any political party or political committee or have been a member of any organization or association organized primarily for the purpose of influencing legislation or decisions of public agencies for a two-year period prior to appointment.

[B. Terms. Of the five members initially appointed, three shall be appointed for a term of two years and two for a term of one year. All subsequent appointments to the commission shall be for a term of two years. Any member having served for three years in succession shall be ineligible for reappointment to the commission. The initial terms of commission members shall begin December 1, 1987. Two alternates, both of whom shall be resident electors of the city, shall be nominated by the mayor and confirmed by the common council. Both may not be members of the same political party. Alternate members shall be subject to the restrictions on members as set out in subsection A of this section. Alternates shall serve for a term of one year. They shall be selected by the chairperson, or if the chairperson is not available, by the presiding officer, to replace absent members of the commission. The chairperson shall select by lot the alternate who shall first serve in lieu of an absent member, and thereafter shall select the alternate who has not last served. Notwithstanding the above, if any alternate is not available to serve, the chairperson shall select the other alternate. An alternate who serves on a probable cause hearing or on a full hearing on a particular matter that is continued shall serve on the matter until the hearing is concluded and a decision is reached.]

B. Terms. All appointments will be made for terms of two years to expire on December 31. Initial appointments will consist of four appointees whose terms will expire on December 31, 2014 and three whose terms will expire on December 31, 2015.

[C. Commission Staff. The commission shall be assisted and supported in the conduct of its duties and responsibilities by its executive director. The executive

director shall be in the non-competitive division of the classified civil service and upon nomination by the mayor will be appointed to a five year term of office by the city council. The executive director may be reappointed to successor terms of office. The executive director shall investigate unethical or improper conduct and make referrals to proper authorities, provide administrative, investigative, and drafting assistance to the commission on ethics and perform such other duties, tasks, and assignments as are set forth in the civil service job description for the position or related work on behalf of the commission. The city attorney shall provide the commission and the executive director with whatever legal assistance is reasonably necessary for the proper carrying out of their functions. The executive director shall be provided with reasonable and necessary secretarial/administrative support services, subject to city council funding authorization.]

C. Commission Staff. The commission shall be assisted and supported in the conduct of its duties and responsibilities by the City Attorney's Office.

The city attorney shall provide the commission with whatever legal assistance is reasonably necessary for the proper carrying out of their functions. The City Attorney's office shall be provided with reasonable and necessary secretarial/administrative support services, subject to city council funding authorization.

D. Powers and Duties. Upon the complaint of any person on a form prescribed by the commission, signed under penalty of false statement, or upon the affirmative vote of three members of the commission regarding an allegation known to a member of the commission, the commission shall investigate any alleged violation of this chapter. [to determine whether or not there is probable cause to believe that a violation of this chapter has occurred.]

The filing of any complaint and any investigation to determine whether or not there is probable cause to believe a violation of this chapter has occurred shall be confidential and no person shall disclose his/her knowledge of such investigation to a third party.

The commission, not later than fifteen (15) days after receipt of such complaint, shall notify, by registered or certified mail or any manner by which service of process may be made, any respondent official against whom such complaint is filed. A copy of such complaint shall accompany such notice. The commission shall also notify the complainant of its receipt of such complaint not later than fifteen (15) days thereafter.

The commission shall determine if the allegations in the complaint fall within the jurisdiction of the Ethics Commission. If they do the commission shall hold a probable cause investigation and hearing as necessary.

[Any investigation to determine whether or not there is probable cause to believe a violation of this chapter has occurred shall be confidential and no person shall disclose his knowledge of such investigation to a third party unless the respondent requests that such investigation and disclosure be open. The respondent shall have the right to appear and be heard and to offer any information which may tend to clear him of probable cause to believe he has violated any provision of this chapter. The respondent shall also have the right to be represented by legal counsel and to examine and cross-examine witnesses.]

The commission shall make no finding that there is probable cause to believe the respondent is in violation of any provision of this chapter except upon concurring vote of four of its members.

The commission shall, not later than ten days after the determining whether probable cause exists, notify the complainant and the respondent that the investigation has been terminated and the results thereof, thereafter make a decision and forthwith transmit the same to the complainant and the respondent.

[The record of such investigation shall remain confidential except upon the request of the respondent and except that some or all of the record may be used in subsequent proceedings.] If a preliminary investigation indicates that probable cause exists to believe that a violation of this chapter has occurred, the commission shall initiate hearings within thirty (30) days to determine whether there has been a violation of this chapter.

No hearing shall be conducted with less than four members in attendance. At the hearing, the accused shall be afforded the protection of due process consistent with that established for state agencies under the Connecticut Uniform Administrative Procedure Act, including, but not limited to, the right to be represented by legal counsel, the right to call and examine witnesses, the right to introduce exhibits and the right to cross-examine opposing witnesses and the complainant.

The commission may administer oaths and issue subpoenas executed and issued by the office of the City Attorney to compel the attendance of witnesses and the production of books, documents, records and papers and may utilize the services of the city police department who shall provide such services upon request.

The complainant's attendance at such hearing is at the discretion of the commission; provided, however, that such attendance shall be required when so requested by any person accused under the provision of this chapter.

The commission shall make and keep a record of all proceedings pursuant to this chapter. No complaint may be made under this section except within two years next after the violation alleged in the complaint has been committed.

The commission shall find no official or employee in violation of any provision of this chapter except upon the concurring vote of four of its members.

The commission shall not later than fifteen (15) days after the close of the hearing file its findings as to a violation of this chapter, together with a memorandum of its reasons therefore with the city clerk, and publish a notice thereof in a newspaper circulated in the city.

The commission shall have no authority to discipline any official or employee and nothing in this chapter is intended to, and should not be construed so as to deprive any official or employee of any right, privilege or remedy granted him/her by any relevant and applicable contract, collective bargaining agreement, ordinance, Charter provision, statute, constitution or other legal authority. The commission may recommend to the appropriate appointing authority disciplinary action or sanctions to be imposed as against officials, which recommendations may include, but are not limited to, reprimand, censure and removal from office.

E. Advisory Opinions. Any official or employee who questions the applicability of this chapter to a pending or potential act, vote, bid, discussion, receipt of anything of value or the like, may request an opinion from the commission. If he or she so requests, the person making the request shall be given a prompt opportunity to explain his or her position and the interpretation of the code of ethics before the commission. Opinions of the commission shall be advisory, and such requests shall be confidential unless the person making the request authorizes the commission in writing to disclose the same.

Any advisory opinion concerning the official or employee who requested the opinion, and who acted in reliance thereon in good faith, shall be binding on the commission.

F. Review Disclosure Forms for Persons Nominated for Appointment to Agencies, Boards, and Commissions: The Ethics Commission shall review nominee disclosure forms for Boards and Commissions in accordance with Ordinance Section 2.56.050 paragraph B.

G. Regulations. The commission shall develop written rules of procedure and forms necessary to carry out the intent of this chapter which shall be approved by the common council. The rules and any amendments thereto shall be filed in the office of the city clerk and available for public inspection. The commission shall report annually to the mayor, in writing, summarizing the activities of the commission. The commission may make recommendations to the common council with respect to amendments of this chapter.

H. Quorum and Chairperson. The commission shall elect a chairperson who shall preside at meetings of the commission and a vice-chairperson. Four members of the commission shall constitute a quorum. Except as provided in subsection D of

this section, a majority vote of the quorum shall be required for action of the commission. The chairperson or any four members may call a meeting provided that [at least three days'] advance notice of the meeting is given in accordance with the Connecticut Freedom of Information Act. Members of the commission shall not be compensated, but shall receive reimbursement for their actual reasonable and necessary expenses.

I. Confidentiality. The powers and duties of the commission, the rules of procedure of the commission and the term "confidential" as set forth in this chapter are expressly subject to the provisions of the Connecticut Freedom of Information Act.

(Ord. dated 8/4/03; Ord. dated 6/3/91 § 3: Ord. dated 9/6/88; prior code § 2-350)

J. Precedence of Criminal Investigation. If a criminal investigation is commenced and/or charges are brought by the Office of the State's attorney or by the Office of the United States Attorney against a person, or persons or entity under investigation by the Commission for violation of the ethics code, the commission's investigation shall cease until such time as the criminal investigation is concluded without criminal charges being filed or charges have been fully adjudicated by a Court of competent jurisdiction.

K. Training of Personnel. The Commission working with the Office of the City Attorney and the appropriate city department shall prepare training materials for the training of City personnel. City employees and officials shall be trained on an annual basis on the requirements of the code of ethics as set forth in this chapter. The training material may include a plain language summary (citizen's guide) of the code of ethics to assist the city in its training responsibilities. The training material shall be reviewed by the Office of the City Attorney before it is issued in final form and forwarded to the office of the Mayor, on an annual basis, a minimum of sixty (60) days before the annual training shall commence based on a schedule authorized by the Office of the Mayor. All new employees, persons appointed to Boards and Commissions, and elected to City positions shall receive a copy of the training material.

L. The Ethics Commission is responsible for those duties defined for it in Ordinance 2.39 Code of Ethics for Lobbyists. In cases of conflict the Ethics Ordinance 2.38 takes precedence over 2.39.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Michael G. Caldwell
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Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

COMM. #20-11 Referred to Contracts Committee on
12/05/2011

November 30, 2011

The Honorable City Council
Of the City of Bridgeport
c/o City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed Employment Contract between City of Bridgeport and Chief of Police Joseph Gaudett

Dear Councilpersons:

Kindly add the above-referenced matter to the Agenda for the City Council meeting of Monday, December 5, 2011 - FOR REFERRAL TO THE CONTRACTS COMMITTEE ONLY. Enclosed herewith are the requisite 25 copies of the proposed employment agreement.

You will note that this proposed contract is substantially similar to that submitted to the prior City Council (and designated as Communication #98-10), which was not acted upon during the 2009-2011 City Council session, and therefore died.

Thank you for your assistance in this matter.

Very truly yours,


Mark T. Anastasi
City Attorney

Cc: Mayor Bill Finch
Fleeta Hudson, City Clerk
Frances Wilson, Asst. City Clerk
Thomas McCarthy, City Council President
Adam Wood, COS
Andrew Nunn, CAO
Lawrence Osborne, Dir. Labor Relations
Joseph Gaudett, Chief of Police
Wayne R. Keeney, Esq.

RECEIVED
CITY CLERK'S OFFICE
NOV 30 P 4 50

**CITY OF BRIDGEPORT
EMPLOYMENT CONTRACT
CHIEF OF POLICE FOR THE CITY OF BRIDGEPORT**

This agreement entered into, effective as of the 20th day of December, 2010, by and between the City of Bridgeport, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City") and Joseph L. Gaudett, Jr. of 36 Brookwood Drive, Newtown, CT 06470, (the "Chief of Police").

WHEREAS, the City in accordance with the City Charter established a position entitled Chief of Police, the occupant of such position being a full-time regular uniformed member of the Bridgeport Police Department, and;

WHEREAS, in accordance with the Charter of the City of Bridgeport, the Mayor of the City, Bill Finch, has designated Joseph L. Gaudett, Jr. as his appointee to the position of Chief of Police.

NOW, THEREFORE, the parties hereto hereby mutually agree as follows:

ARTICLE I - DUTIES AND RESPONSIBILITIES

The Chief of Police shall operate and control the Police Department of the City, subject to the ultimate operational control vested in the Mayor by law, and consistent with the duties vested in the City's Board of Police Commissioners ("Board") by law. The Chief of Police shall be the head of the City's Police Department; and subject to the operational control of the Mayor, shall exercise those powers and be responsible for those duties as provided by law. See Bridgeport Charter, Chapter, Chapter 3, Section 1, and Chapter 13, Sections 1 - 5; and Bridgeport Code of Ordinances, Chapter 2.40.

The Chief of Police shall plan, coordinate, and manage the Police Department of the City in the protection of persons and property against crime and vice, the investigation and solution of crimes, and the prevention of crimes and the control of traffic. He shall be responsible to the Mayor, or his

designee, for the competent and effective administration of personnel, financial management of the department and for rendering required reports on Police Department activities to the Mayor and the Board as required and requested. He shall report to the Mayor or the Mayor's designee and shall be responsible to the Mayor for the day-to-day operations of the Police Department. He shall be responsible for implementing policies for the Police Department as determined by the Board and shall apply and interpret such policies independently or with subordinate officers. He shall plan and direct the organization, management, and operations of the Police Department; and will implement training and conduct annual evaluations of the ranks of Captains and above subject to any negotiations with the police union in conjunction with the City's Office of Labor Relations. He issues general and special orders to subordinate officers for execution; and conducts field inspection of personnel, equipment and facilities. He shall appear before the City Council, the Board, public agencies and civic organizations to discuss law enforcement problems and to promote cooperation and good will. He shall attend regular monthly meetings of the Board and such special meetings as the Board may call. He shall report to the Board on police activities at such meetings and cooperate with the Board in the development of policies for the Police Department. He shall determine the budgeting needs of the Police Department, prepare and/or direct the preparation of the budget estimates and direct the administration of departmental expenditures in accordance with budgeting allowances and control overtime spending. He shall promote Community Policing; and shall perform all duties and responsibilities as set forth in the Code of Ordinances and Charter of the City of Bridgeport, Rules and Regulations of the Police Department, state law or as otherwise determined to be necessary for the administration and management of the Police Department. He shall perform such additional duties as the Mayor may properly direct in accordance with Mayoral Charter authority.

ARTICLE II - TERM/COMPENSATION/WORK CONDITIONS

A. The Chief of Police shall perform such services as stated in Article I as Chief of Police for a period of five (5) years commencing on December, 20, 2010, and continuing for five (5) years thereafter as provided for under the terms and conditions of the Charter of the City.

B. The Chief of Police shall be paid at the rate of One Hundred Twenty-Six Thousand, twenty-two Dollars, and sixty-two cents (\$126,022.62) per year, plus any salary increase given to other unaffiliated City employees under Ordinance Section 2.36.010, as his exclusive salary and compensation. There will be no other payments or salary for services provided. During the five (5) year term of employment he shall be entitled to all increases for cost of living as are set forth in City Ordinance Section 2.36.010 and to such other adjustments in salary, within the salary ranges in City Ordinance Section 2.36.010, as the Mayor shall determine, in his discretion, are appropriate.

C. The Chief of Police will work the amount of time required to perform the duties outlined in Article I herein, but not less than forty (40) hours per week, and shall be available on call as needed 24/7.

D. The Chief of Police will not be represented by any collective bargaining organization and is excluded from the terms of the current collective bargaining agreement between the City and Bridgeport Police Local #1159, AFSCME Council #15, AFL-CIO and any successor agreements or any other collective bargaining agreement between the City and any other union.

E. The Chief of Police will receive annually longevity pay at the rate of seventy-five dollars (\$75) per year of service.

F. The Chief shall be entitled to tuition reimbursement for all accredited courses in undergraduate, masters or doctorate programs in Criminal Justice or Political Administration for which

he receives a passing grade, upon receiving the prior written approval of the Mayor or CAO and in such amounts or percentages per course as pre-approved by the Mayor on a case-by-case basis.

ARTICLE III – BENEFITS

The Chief of Police shall during his term of employment receive the following fringe benefits:

A. VACATION - Subject to the needs and normal operation of the Police Department and the direction of the Mayor, the Chief of Police shall receive the following allotment of annual vacations to be effective for the time period of April 1 to March 31 of each year.

1. For each time period, five (5) weeks vacation.
2. The Chief may exercise the option of carrying over only one (1) week of unused vacation time from one vacation year to the next vacation year. In addition to the carry over option set forth above, the Chief may elect to sell up to a maximum of two (2) vacation weeks at the regular weekly compensation. The vacation year is April 1 to March 31 of each year.

B. SICK TIME, PERSONAL TIME, SHORT-TERM/LONG-TERM LEAVE - The Chief of Police shall be eligible for three (3) personal days per year for the period from April 1st to March 31st. Sick leave and short term/long term disability insurance will be provided in accordance with City's Policy on Unaffiliated Employee Sick Leave. A medical certificate, acceptable to the Mayor, may be required for any absence of four (4) days or more.

C. INSURANCES - The City shall provide and pay for medical, dental and vision coverage (health benefits) of the same type as is provided to other unaffiliated employees of the City. In the event that the Chief retires as a member of the Bridgeport Police Pension Agreement, Plan B and consequently becomes entitled to receive retiree health benefits, then the City shall supplement such

benefits, during the five (5) year term of this employment contract only, to the extent necessary so that he receive health benefits equal to those received by other City unaffiliated employees, subject to all applicable premium cost shares, co-pays and deductibles. In addition, the City shall provide group life insurance in the amount of One Hundred Thousand Dollars (\$100,000) for the Chief of Police. The Chief of Police shall contribute for health care costs the same amount as the Mayor shall direct to be paid by other unaffiliated employees of the City.

D. PENSION PLAN – The Chief of Police will file for retirement and pension rights pursuant to Bridgeport Police Pension, Plan B with a requested effective date of December 20, 2010. Subject to ICMA Retirement System requirements the City shall pay ten percent (10%) of the yearly salary of the Chief of Police to the ICMA Retirement System, effective December 20, 2010. Subject to the ICMA Retirement Plan, the Chief of Police shall be eligible to make such other contributions to the ICMA Retirement Plan as may be consistent with applicable law. In addition, the Chief of Police will be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other employees of the City.

It is understood that the Chief of Police upon retirement at the rank of Chief agrees to waive any and all claims he may have for accrued overtime as a Deputy Chief in the Bridgeport Police Department. Further, he agrees to accept the buyout of his accrued vacation and sick time in two equal installments: one in calendar year 2011 and the other in calendar year 2012, waiving all claims for interest.

E. BEREAVEMENT LEAVE - The Chief of Police shall be entitled to leave with pay in the event of a death in the immediate family. Such leave shall start on the date of death and shall continue through and including the day of the funeral, but in no event more than three (3) days. For purposes of this section, "immediate family" shall mean and include the following: Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Spouse, Husband, Child, Grandparents, Grandchildren, Daughter-In-Law

and Son-In-Law. In addition, he shall be granted leave with pay of one (1) day to attend the funeral or wake of his Brother-In-Law, Sister-In-Law, Aunt or Uncle.

F. HOLIDAYS - The Chief of Police shall be entitled to the same holidays which are provided to other unaffiliated employees of the City. In the event that the Chief of Police shall be required to work on a holiday due to the demands of his work, he shall be entitled to observe the holiday on another work day, subject to the approval of such day by the Mayor. Holidays, however, shall not accumulate for purposes of additional compensation.

ARTICLE IV - UNIFORM ALLOWANCE

The Chief of Police shall receive the sum of Nine Hundred and Twenty Five Dollars (\$925.00) as an annual uniform allowance so long as he is in the employment of the City. If Bridgeport Police Local #1159 receives an increase(s) in the uniform allowance, then the Chief of Police shall receive the equivalent increase(s).

The City will provide the Chief of Police with his own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of a bright or luminous color, boots, rubbers and weather-proof hat cover.

ARTICLE V - SAVINGS CLAUSE

If any provision(s) of the contract are found to be invalid, the other provisions shall remain effective and binding upon both the City and Chief of Police.

ARTICLE VI - TERMINATION OF THIS AGREEMENT

The City of Bridgeport may terminate this Agreement and the employment of the Chief of Police in accordance with the provisions of Bridgeport Charter, Chapter 13, Sec. 4(b)(5) and Connecticut General Statutes Section 7-278 "Hearing prior to dismissal of municipal police head. Just cause requirement. Appeal." For purposes of this Agreement and the above statute the Mayor shall be deemed the appointing authority as provided for under the Charter of the City. The Mayor may, but shall not be required to, seek the advice of the Board regarding any termination. The advice of the Board shall not be binding on the Mayor. Conviction of the Chief of Police of any violation of any criminal statute of any State or of the United States of America shall be considered "just cause for termination" of this Agreement and the employment of the Chief of Police, as shall such other acts and/or omissions as constitute "just cause for termination."

In the event that the Chief of Police chooses to terminate this Agreement, he shall give not less than one hundred twenty (120) days prior written notice of his intent to terminate, to the Mayor and the City's Chief Administrative Officer.

ARTICLE VII - IDEMNIFICATIONS

The City shall indemnify the Chief of Police in accordance with the provisions of Connecticut General §7-101a for any claim, demand or judgment by reason of alleged negligence or for alleged infringement of civil rights, which arise while he is acting within the scope of, and in the discharge of, his duties of employment.

ARTICLE VIII – EVALUATIONS

The Mayor, subject to the advice of the Board, shall review and evaluate the performance of the Chief of Police at least once in advance of the adoption of the annual operating budget for the City. Said review shall be in accordance with specific criteria developed jointly by the parties. The Mayor shall provide the Chief of Police and the Board with a summary written statement of his evaluation, and provide for an adequate opportunity to review and discuss such evaluation with the Mayor and the Board during the evaluation process.

ARTICLE IX – VEHICLE & COMMUNICATIONS EQUIPMENT

The City will provide the Chief of Police with a vehicle in connection with his duties subject to the provisions of the City's Policy on City Owned Vehicles. It is understood that the Chief's MV will be unmarked and appropriately equipped with police radio, siren and emergency lights for his exclusive use 24 hours per day.

The Chief shall be issued a cellular telephone for his use on police business.

ARTICLE X - OUTSIDE EMPLOYMENT

The Chief of Police shall not engage in outside employment without the prior written permission of the Mayor which permission may be revoked by the Mayor at any time. However, any such outside employment, if permitted, shall be limited to conferences, educational seminars or classes and consulting work.

ARTICLE XI - POLICIES, PROCEDURES, RULES AND REGULATIONS

The Chief of Police shall be subject to, and abide by, all pertinent City and Departmental official policies, procedures, rules, and regulations.

ARTICLE XIII - APPLICABLE LAW

This Agreement will be interpreted in accordance with the laws of the State of Connecticut.

FOR THE CITY:

Bill Finch, Mayor

Witness

Joseph L. Gaudett, Jr.

Witness

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

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ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

COMM. #21-11 Referred to Contracts Committee on
12/05/2011

November 30, 2011

The Honorable City Council
Of the City of Bridgeport
c/o City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed Employment Contract between City of Bridgeport and Fire Chief Brian Rooney

Dear Councilpersons:

Kindly add the above-referenced matter to the Agenda for the City Council meeting of Monday, December 5, 2011 - FOR REFERRAL TO THE CONTRACTS COMMITTEE ONLY. Enclosed herewith are the requisite 25 copies of the proposed employment agreement.

You will note that this proposed contract is substantially similar to that submitted to the prior City Council (and designated as Communication #99-10), which was not acted upon during the 2009-2011 City Council session, and therefore died.

Thank you for your assistance in this matter.

Very truly yours,


Mark T. Anastasi
City Attorney

Cc: Mayor Bill Finch
Fleeta Hudson, City Clerk
Frances Wilson, Asst. City Clerk
Thomas McCarthy, City Council President
Adam Wood, COS
Andrew Nunn, CAO
Lawrence Osborne, Dir. Labor Relations
Brian Rooney, Fire Chief

RECEIVED
CITY CLERK'S OFFICE
NOV 30 PM 4:51

**CITY OF BRIDGEPORT
EMPLOYMENT CONTRACT
FIRE CHIEF FOR THE CITY OF BRIDGEPORT**

This agreement entered into, effective as of the 24th day of May, 2011, by and between the City of Bridgeport, a municipal corporation organized and existing under the laws of the State of Connecticut ("City") and Brian P. Rooney of 30 Congress Street, Bridgeport, CT 06604 (" Fire Chief").

WHEREAS, the City in accordance with the City Charter established a position entitled Fire Chief, the occupant of such position being a full-time regular uniformed member of the Bridgeport Fire Department, and;

WHEREAS, in accordance with the Charter of the City of Bridgeport, Brian Rooney is the incumbent Fire Chief currently serving his initial five (5) year term of office which expires May 24, 2011;

WHEREAS, in accordance with the Charter of the City of Bridgeport, Bridgeport Mayor Bill Finch has designated Brian Rooney as his appointee to the position of Fire Chief for a second five (5) year term of office.

NOW, THEREFORE, the parties hereto hereby mutually agree as follows:

ARTICLE I - DUTIES AND RESPONSIBILITIES

The Fire Chief shall operate and control the Fire Department of the City, subject to the ultimate operational control vested in the Mayor by law, and consistent with the duties vested in the City's Board of Fire Commissioners ("Board") by law. The Fire Chief shall be the head of the City's Fire Department; and subject to the operational control of the Mayor, shall exercise those powers and be responsible for those duties as provided by law. See Bridgeport Charter, Chapter 3, § 1, and Chapter 14, §§ 1 - 5; and Bridgeport Code of Ordinances, Chapter 2.42.

The Fire Chief shall plan, coordinate, and manage the Fire Department of the City in the protection of persons and property against fire, the investigation and solution of arson, and the prevention of fires. He shall be responsible to the Mayor, or the Mayor's designee, for the competent and effective administration of personnel, financial management of the department and for rendering required reports on Fire Department activities to the Mayor and the Board as required and requested. He shall report to the Mayor or the Mayor's designee and shall be responsible to the Mayor for the day-to-day operations of the Fire Department. He shall be responsible for implementing policies for the Fire Department as determined by the Board and shall apply and interpret such policies independently or with subordinate officers. He shall plan and direct the organization, management, and operations of the Fire Department; and will implement training and conduct annual evaluations of the ranks subject to any negotiations with the fire union in conjunction with the City's Office of Labor Relations. He issues general and special orders to subordinate officers for execution; and conducts field inspection of personnel, equipment and facilities. He shall appear before the City Council, the Board, public agencies and civic organizations to discuss fire suppression and prevention problems and to promote cooperation and good will. He shall attend regular monthly meetings of the Board and such special meetings as the Board may call. He shall report to the Board on fire activities at such meetings and cooperate with the Board in the development of policies for the Fire Department. He shall determine the budgeting needs of the Fire Department, prepare and/or direct the preparation of the budget estimates and direct the administration of departmental expenditures in accordance with budgeting allowances and control overtime spending. He shall promote community cooperation activities; and shall perform all duties and responsibilities as set forth in the Code of Ordinances and Charter of the City of Bridgeport, Rules and Regulations of the Fire Department, state law or as otherwise determined to be necessary for the

administration and management of the Fire Department. He shall perform such additional duties as the Mayor may properly direct in accordance with mayoral Charter authority.

ARTICLE II - TERM/COMPENSATION/WORK CONDITIONS

A. The Fire Chief shall perform such services as stated in Article I as Fire Chief for a period of five (5) years commencing on May 24, 2011, and continuing for five (5) years thereafter as provided for under the terms and conditions of the Charter of the City.

B. The Fire Chief shall be paid at the rate of One Hundred Twenty-Six Thousand, twenty-two Dollars, and sixty-two cents (\$126,022.62) per year, plus any salary increase(s) granted to other unaffiliated City employees under Ordinance § 2.36.010, as his exclusive salary and compensation. There will be no other payments or salary for services provided. During the five (5) year term of employment he shall be entitled to all increases for cost of living as are set forth in City Ordinance §2.36.010 and to such other adjustments in salary, within the salary ranges in City Ordinance Section §2.36.010, as the Mayor shall determine, in his discretion, are appropriate.

C. The Fire Chief shall work the amount of time required to perform the duties outlined in Article I herein, but not less than forty (40) hours per week, and shall be available on call as needed 24/7.

D. The Fire Chief will not be represented by any collective bargaining organization and is excluded from the terms of the current collective bargaining agreement between the City and International Association of Firefighters AFL-CIO, Local 834, and any successor agreements or any other collective bargaining agreement between the City and any other union.

E. The Fire Chief will receive annual longevity pay at the rate of seventy-five dollars (\$75) per year of service.

ARTICLE III – BENEFITS

The Fire Chief shall during his term of employment receive the following fringe benefits:

A. VACATION - Subject to the needs and normal operation of the Fire Department and the direction of the Mayor, the Fire Chief shall receive the following allotment of annual vacations to be effective for the time period of April 1 to March 31 of each year.

1. For each time period, five (5) weeks vacation.
2. The Chief may exercise the option of carrying over only one (1) week of unused vacation time from one vacation year to the next vacation year. In addition to the carry over option set forth above, the Chief may elect to sell up to a maximum of two (2) vacation weeks at the regular weekly compensation. The vacation year is April 1 to March 31 of each year.

B. SICK TIME, PERSONAL TIME, SHORT-TERM/LONG-TERM LEAVE – The Fire Chief shall be eligible for three (3) personal days per year for the period from April 1st to March 31st. Sick leave and short term/long term disability insurance will be provided in accordance with City's Policy on Unaffiliated Employee Sick Leave. A medical certificate, acceptable to the Mayor, may be required for any absence of four (4) days or more.

C. INSURANCES - The City shall provide and pay for medical, dental and vision coverage (health benefits) of the same type as is provided to other unaffiliated employees of the City, and their spouses and other dependants, provided however, that the Fire Chief's cost share payment will be fixed at twenty-five percent (25%). The Fire Chief's co-pays for medical, hospital, and similar treatments will remain as presently fixed. In the event that the Fire Chief retires as a member of the Bridgeport Fire Pension Agreement, Plan A and consequently becomes entitled to receive retiree health benefits, then the City shall supplement such benefits, during the five (5) year term of this employment contract only,

to the extent necessary so that he receive health benefits equal to those received by other City unaffiliated employees, subject to all applicable premium cost shares, co-pays and deductibles. In addition, the City shall provide group life insurance in the amount of One Hundred Thousand Dollars (\$100,000) for the Fire Chief.

D. PENSION PLAN - The Fire Chief will file for retirement and pension rights pursuant to Bridgeport Fire Pension, Plan A with a requested effective date of May 24, 2011. Subject to ICMA Retirement System requirements the City shall pay ten percent (10%) of the yearly salary of the Fire Chief to the ICMA Retirement System, effective May 24, 2011. Subject to ICMA Retirement System requirements, the Fire Chief shall be eligible to make such additional contributions to the ICMA Retirement Plan as may be consistent with applicable law. In addition, the Fire Chief will be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other employees of the City.

E. BEREAVEMENT LEAVE - The Fire Chief shall be entitled to leave with pay in the event of a death in the immediate family. Such leave shall start on the date of death and shall continue through and including the day of the funeral, but in no event more than three (3) days. For purposes of this section, "immediate family" shall mean and include the following: Mother, Father, Mother-In-Law, Father-In-Law, Sister, Brother, Spouse, Husband, Child, Grandparents, Grandchildren, Daughter-In-Law and Son-In-Law. In addition, he shall granted leave with pay of one (1) day to attend the funeral or wake of his Brother-In-Law, Sister-In- Law, Aunt or Uncle.

F. HOLIDAYS - The Fire Chief shall be entitled to the same holidays which are provided to other unaffiliated employees of the City. In the event that the Fire Chief shall be required to work on a holiday due to the demands of his work, he shall be entitled to observe the holiday on another work

day, subject to the approval of such day by the Mayor. Holidays, however, shall not accumulate for purposes of additional compensation.

ARTICLE IV - UNIFORM ALLOWANCE

The Fire Chief shall receive the sum of Nine Hundred and Twenty-five Dollars (\$925.00) as an annual uniform allowance so long as he is in the employment of the City. If the International Association of Firefighters AFL-CIO, Local 834 receives an increase(s) in the uniform allowance, then the Fire Chief shall receive the equivalent increase(s).

The City will provide the Fire Chief with his own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of a bright or luminous color, boots, rubbers and weather- proof hat cover.

ARTICLE V - SAVINGS CLAUSE

If any provision(s) of the contract are found to be invalid by a court of competent jurisdiction, the other provisions shall remain effective and binding upon both the City and Fire Chief.

ARTICLE VI - TERMINATION OF THIS AGREEMENT

The City of Bridgeport may terminate this Agreement and the employment of the Fire Chief in accordance with the provisions of Bridgeport Charter, Chapter 14, § 4(b)(5) and pertinent Connecticut General Statutes, if any. For purposes of this Agreement and the above statute the Mayor shall be deemed the appointing authority as provided for under the Charter of the City. The Mayor may, but shall not be required to, seek the advice of the Board regarding any termination. The advice of the Board shall not be binding on the Mayor. Conviction of the Fire Chief of any violation of any criminal

statute of any State or of the United States of America shall be considered "just cause for termination" of this Agreement and the employment of the Fire Chief, as shall such other acts and/or omissions as constitute "just cause for termination."

In the event that the Fire Chief chooses to terminate this Agreement, he shall give not less than one hundred twenty (120) days prior written notice of his intent to terminate, to the Mayor and the City's Chief Administrative Officer.

ARTICLE VII - IDEMNIFICATIONS

The City shall indemnify the Fire Chief in accordance with the provisions of Connecticut General Statutes §7-101a for any claim, demand or judgment by reason of alleged negligence or for alleged infringement of civil rights, which arise while he is acting within the scope of, and in the discharge of, his duties of employment.

ARTICLE VIII – EVALUATIONS

The Mayor, subject to the advice of the Board, shall review and evaluate the performance of the Fire Chief in advance of the annual adoption of the operating budget for the City. Said review shall be in accordance with specific criteria developed jointly by the parties. The Mayor shall provide the Fire Chief and the Board with a summary written statement of his evaluation, and provide for an adequate opportunity to review and discuss such evaluation with the Mayor and the Board during the evaluation process.

ARTICLE IX – VEHICLE

The City will provide the Fire Chief with an appropriate vehicle, equipped with lights, sirens, and other standard emergency responder, options in connection with his duties. It is understood and agreed

that the Chief, by virtue of the requirement of his employment position that he be on-call for emergencies, that he has full access/use of said vehicle 24 hours a day, seven days a week.

ARTICLE X - OUTSIDE EMPLOYMENT

The Fire Chief shall not engage in outside employment without the prior written permission of the Mayor which permission may be revoked by the Mayor at any time. However, any such outside employment, if permitted, shall be limited to conferences, educational seminars or classes and consulting work.

ARTICLE XI - POLICIES, PROCEDURES, RULES AND REGULATIONS

The Fire Chief shall be subject to, and abide by, all pertinent City and Departmental official policies, procedures, rules, and regulations.

ARTICLE XII - APPLICABLE LAW

This Agreement will be interpreted in accordance with the laws of the State of Connecticut.

FOR THE CITY:

Bill Finch, Mayor

Witness

Brian P. Rooney

Witness

15-11

COMMUNICATION

Referrals:

FROM: Renu Gupta, Grants Writer
Central Grants & Community Development

Re: Grant Submission: re: State Department of Public Health
for 2012-2015 Syringe Exchange Program.

REFERRED TO: IMMEDIATE CONSIDERATION

CITY COUNCIL: December 05, 2011

ADOPTED:

Hector S. Stuckler

ATTEST:

APPROVED:

Mayor



City of Bridgeport, Connecticut
DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT

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

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

COMM. #15-11 Referred For IMMEDIATE CONSIDERATION
on 15/05/2011

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

November 29, 2011

To: Fleeta Hudson
From: Renu Gupta, Central Grants Office
Re: 2012-2015 Syringe Exchange Program

RECEIVED
NOV 29 2011
OFFICE OF CENTRAL GRANTS

Attached, please find a resolution and grant summary for referral for **Immediate Consideration** of the City Council.

Grant: The Central Grants & Community Development Department seeks authorization for Mayor Finch to enter into contract and or amendments with State of Connecticut Department of Public Health for the **Syringe Exchange Program** and to sign all related documents, contracts and resolutions.

Summary: The City of Bridgeport is applying to the State of Connecticut DPH for \$151,690.00 for the use of a mobile van to provide daily needle exchange services daily, including the one to one exchange of used syringes for clean syringes.

Thank you for your assistance. Please feel free to call me at 576-7732 with any questions.



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE: Syringe Exchange Program (SEP)

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

The program uses a mobile van to provide one to one exchange of used syringes for clean ones and provides needle exchange services every day of the week. Free and confidential services on the van are provided and clients are referred to various services.

CONTRACT DATES:

January 1, 2012 – December 31, 2015

PROGRAM GOALS AND OBJECTIVES

The goals for next 3 years are to reach at least 10% additional clients and offer HIV testing to a minimum of 80% of clients.

IF APPLICABLE

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

Federal:

State: \$151,690

City:

Other:

Salaries/Benefits: \$82,233

Supplies: \$9,217

Equipment: \$ 2000

Refreshments:

Mileage:

Subcontracts: Yes X No

If yes, supply listing and dollar amount
(please attach)

\$58,240

RESOLUTION

WHEREAS, the State 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 a grant for a Syringe Exchange Services and,

WHEREAS, funds under this grant will be used to provide one to one exchange of used syringes and counseling services

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Public Health in an amount not to exceed \$151,690 per year for the purpose of providing one to one exchange of used syringes and counseling services

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the State Department of Public Health to provide one to one exchange of used syringes and counseling services for Bridgeport residents.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health for a Syringe Exchange Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

16-11

Referrals:

COMMUNICATION

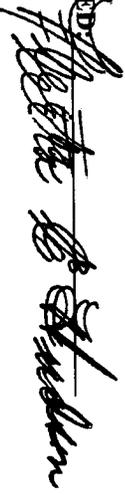
FROM: Renu Gupta, Grants Writer
Central Grants & Community Development

Re: Grant Submission: re: State Department of Public Health
for 2012-2014 Healthy Homes Grant Program.

REFERRED TO: IMMEDIATE CONSIDERATION

CITY COUNCIL: December 05, 2011

ADOPTED:



ATTEST:

APPROVED:

Mayor



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

BILL FINCH
Mayor

ANDREW J. NUNN
CAO

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

COMM. #16-11 Referred For IMMEDIATE CONSIDERATION
on 12/05/2011

November 29, 2011

To: Fleeta Hudson
From: Renu Gupta, Central Grants Office
Re: 2012 State of Connecticut Department of Public Health- Healthy Homes Grant

Attached, please find a resolution and grant summary for referral for **Immediate Consideration** of the City Council.

Grant: The Central Grants & Community Development Department seeks authorization for Mayor Finch to enter into contract and or amendments with State of Connecticut Department of Health Services for the **DPH-Healthy Homes Grant Program** and to sign all related documents, contracts and resolutions.

Summary: This City of Bridgeport is applying to the State of Connecticut Department of Public Health for the 2012 Healthy Homes Grant in the amount of \$50,000.00 per year over three (3) years. The State Department of Public Health received funds from the Center for Disease Control for this program. The funds will be utilized to do outreach, community presentations and to educate city residents on healthy homes concepts.

Thank you for your assistance. Please feel free to call me at 576-7732 with any questions.



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE: DPH- Healthy Homes Grant

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION:

This grant is for a Healthy Homes program funded through the State Department of Public Health. The State Department of Health Services received funds from CDC for this program. The funds will be utilized to do outreach, community presentations and to educate city residents on healthy homes concepts.

CONTRACT DATES:

November 15, 2011 – August 31, 2014

PROGRAM GOALS AND OBJECTIVES

1. To educate residents about the importance of healthy homes.
2. To conduct community presentation and train the trainer sessions.
3. Design and print healthy homes brochure.

IF APPLICABLE

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

Federal:

State: \$50,000/yr for 3 yr

City:

Other:

Salaries/Benefits: \$

Marketing: \$ 25,000.00

Equipment: \$

Refreshments:

Mileage:

Subcontracts: Yes No

If yes, supply listing and dollar amount
(please attach)

Bridgeport Neighborhood Trust @ \$25,000

RESOLUTION

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

WHEREAS, this funding has been made possible through a grant to State Department of Health Services by CDC and,

WHEREAS, funds under this grant will be used to conduct outreach and educate Bridgeport residents on Healthy homes concepts

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the State Department of Health Services in an amount not to exceed \$50,000 per year for 3 years for the purpose of educating Bridgeport residents on Healthy homes concepts

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the State Department of Health Services to provide outreach and education on Healthy Homes concepts to Bridgeport residents.

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Health Services for a DPH- Healthy Homes Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

RESOLUTION

By Councilmember(s): Richard Paoletto Jr.

Re: Proposed Amendments to the Municipal Code of Ordinances, amend Section 15.12.250 Rental Conditions – Certificate of Apartment Occupancy

District: 138th

Introduced at a meeting of the City Council, held:

December 5, 2011

Referred to: Ordinance Committee

Attest: _____
City Clerk

Whereas, the City of Bridgeport has many multi-family buildings; and

Whereas, the Ordinances that govern occupancy of such buildings is vested within the Housing and Commercial Code Enforcement Office; and

Whereas, there is an existing Certificate of Apartment Occupancy (C.A.O.) Ordinance requiring some buildings be inspected before they are rented; and

Whereas, in the interest of health and safety for all the residents of the City of Bridgeport; and

Now, Therefore be it resolved, that the City of Bridgeport Municipal Code of Ordinances, Chapter 15.12 HOUSING CODE, Section 15.12.250 Rental Conditions- Certificate of Apartment Occupancy be amended to include ALL rental units within the City.

(SEE ATTACHED)

Referrals Made:

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CITY CLERK

EXISTING

15.12.250 Rental Conditions-Certificate of Apartment Occupancy

- A. No owner or other person shall rent to another, or permit the occupation by another, of any vacant dwelling unit unless it and the premises are clean, sanitary and fit for human occupancy, and comply with all applicable legal requirements of the state of Connecticut and the city.
- B. An apartment or dwelling unit in any structure containing three or more housing units shall not be occupied for human habitation, after a vacancy, until a certificate of occupancy has been issued by the authorized representative, certifying that such apartment or dwelling unit conforms to the requirements of Section 16-11 et seq. of the housing and commercial code of the city and Title 47a, Chapter 833a of the Connecticut General Statutes. No provision of this section shall apply to any structure occupied by the owner thereof and containing three or less housing units. No provision of this section shall be construed to prohibit human occupancy of such apartment or dwelling unit during the pendency of an application for such certificate.
- C. A certificate of occupancy shall be valid for a minimum of six months, and following this six-month period until the apartment or dwelling unit is vacated.
- D. Any person aggrieved by the refusal of a certificate of occupancy may appeal to the housing session at Bridgeport of the superior court for the judicial district of Fairfield. Such appeal shall be privileged.
- E. The owner or lessor of such structure shall not recover, receive or collect rent or use occupancy payments for the occupancy of any apartment or dwelling unit for which a certificate of occupancy has not been obtained prior to the rental thereof in violation of subsection B of this section.
- F. The provisions of this section shall not apply to any structure which has been constructed or substantially reconstructed within the ten-year period immediately before the date such certificate of occupancy would otherwise be required under this section. The provisions of this section shall not apply to any apartment house owned by a housing authority organized under the provisions of Title 8, Chapter 128 of the Connecticut General Statutes, which has been constructed or altered pursuant to a contract with the federal government or the state providing for annual contributions or other financial assistance. Notwithstanding the aforesaid, this section is not intended to include, nor shall it be construed to apply to: (1) buildings containing dwelling units as defined and created under Title 47, Chapter 825 of the Connecticut General Statutes, wherein seventy-five (75) percent of such units are in individual ownership other than by the declarant; nor (2) dwelling units in a single ownership and owned and leased under the cooperative form of ownership.
- G. Housing code enforcement officer may set a reasonable schedule of fees which are to be paid prior to the issuance of the certificate of occupancy required by this section.
- H. No person filing an application for a certificate of occupancy shall knowingly make any false statement as to the names, ages, relationship or number of persons who will occupy a dwelling unit. Any person who violates any of the aforesaid provisions shall be subject to the penalty provided for violations of the provisions of the housing and commercial code.
- I. The certificate of apartment occupancy for any apartment or dwelling unit shall be immediately revoked upon the failure of the owner to comply with an order of abatement issued pursuant to Section 15.12.080 or 15.12.150(H) or (I) of this chapter or to be otherwise in violation of the provisions of this chapter prohibiting the presence of lead-based paint. No apartment or dwelling unit shall be issued a certificate of apartment occupancy if it is in violation of Sections 15.12.080 or 15.12.150(H) or (I), or is otherwise in violation of the provisions of this chapter prohibiting the presence of lead-based paint. (Ordinance dated 4/1/91 (part); prior code § 16-35)

EDITED

15.12.250 Rental Conditions-Certificate of Apartment Occupancy

- A. No owner or other person shall rent to another, or permit the occupation by another, of any vacant dwelling unit unless it and the premises are clean, sanitary and fit for human occupancy, and comply with all applicable legal requirements of the state of Connecticut and the city.
- B. Replace with: Any dwelling unit, apartment, condominium, duplex, single or multiple family house residence, other than owner or records living residence, shall not be ~~An apartment or dwelling unit in any structure containing three or more housing units shall not be~~ occupied for human habitation, after a vacancy, until a certificate of occupancy has been issued by the authorized representative, certifying that such apartment or dwelling unit conforms to the requirements of Section 16-11 et seq. of the housing and commercial code of the city and Title 47a, Chapter 833a of the Connecticut General Statutes. ~~No provision of this section shall apply to any structure occupied by the owner thereof and containing three or less housing units.~~ No provision of this section shall be construed to prohibit human occupancy of such apartment or dwelling unit during the pendency of an application for such certificate.
- C. A certificate of occupancy shall be valid for a minimum of six months, and following this six-month period until the apartment or dwelling unit is vacated.
- D. Any person aggrieved by the refusal of a certificate of occupancy may appeal to the housing session at Bridgeport of the superior court for the judicial district of Fairfield. Such appeal shall be privileged.
- E. The owner or lessor of such structure shall not recover, receive or collect rent or use occupancy payments for the occupancy of any apartment or dwelling unit for which a certificate of occupancy has not been obtained prior to the rental thereof in violation of subsection B of this section.
- F. ~~The provisions of this section shall not apply to any structure which has been constructed or substantially reconstructed within the ten-year period immediately before the date such certificate of occupancy would otherwise be required under this section.~~ The provisions of this section shall not apply to any apartment house owned by a housing authority organized under the provisions of Title 8, Chapter 128 of the Connecticut General Statutes, which has been constructed or altered pursuant to a contract with the federal government or the state providing for annual contributions or other financial assistance. ~~Notwithstanding the aforesaid, this section is not intended to include, nor shall it be construed to apply to: (1) buildings containing dwelling units as defined and created under Title 47, Chapter 825 of the Connecticut General Statutes, wherein seventy-five (75) percent of such units are in individual ownership other than by the declarant; nor (2) dwelling units in a single ownership and owned and leased under the cooperative form of ownership.~~
- G. Housing code enforcement officer may set a reasonable schedule of fees which are to be paid prior to the issuance of the certificate of occupancy required by this section.
- H. No person filing an application for a certificate of occupancy shall knowingly make any false statement as to the names, ages, relationship or number of persons who will occupy a dwelling unit. Any person who violates any of the aforesaid provisions shall be subject to the penalty provided for violations of the provisions of the housing and commercial code.
- I. The certificate of apartment occupancy for any apartment or dwelling unit shall be immediately revoked upon the failure of the owner to comply with an order of abatement issued pursuant to Section 15.12.080 or 15.12.150(H) or (I) of this chapter or to be otherwise in violation of the provisions of this chapter prohibiting the presence of lead-based paint. No apartment or dwelling unit shall be issued a certificate of apartment occupancy if it is in violation of Sections 15.12.080 or 15.12.150(H) or (I), or is otherwise in violation of the provisions of this chapter prohibiting the presence of lead-based paint. (Ordinance dated 4/1/91 (part); prior code § 16-35)
- J. The provisions of this section shall apply to all structures regardless of date of construction or re-construction.

PROPOSED

15.12.250 Rental Conditions-Certificate of Apartment Occupancy

- A. No owner or other person shall rent to another, or permit the occupation by another, of any vacant dwelling unit unless it and the premises are clean, sanitary and fit for human occupancy, and comply with all applicable legal requirements of the state of Connecticut and the city.
- B. Any dwelling unit, apartment, condominium, duplex, single or multiple family house residence, other than owner or records living residence, shall not be occupied for human habitation, after a vacancy, until a certificate of occupancy has been issued by the authorized representative, certifying that such apartment or dwelling unit conforms to the requirements of Section 16-11 et seq. of the housing and commercial code of the city and Title 47a, Chapter 833a of the Connecticut General Statutes. No provision of this section shall be construed to prohibit human occupancy of such apartment or dwelling unit during the pendency of an application for such certificate.
- C. A certificate of occupancy shall be valid for a minimum of six months, and following this six-month period until the apartment or dwelling unit is vacated.
- D. Any person aggrieved by the refusal of a certificate of occupancy may appeal to the housing session at Bridgeport of the superior court for the judicial district of Fairfield. Such appeal shall be privileged.
- E. The owner or lessor of such structure shall not recover, receive or collect rent or use occupancy payments for the occupancy of any apartment or dwelling unit for which a certificate of occupancy has not been obtained prior to the rental thereof in violation of subsection B of this section.
- F. The provisions of this section shall not apply to any apartment house owned by a housing authority organized under the provisions of Title 8, Chapter 128 of the Connecticut General Statutes, which has been constructed or altered pursuant to a contract with the federal government or the state providing for annual contributions or other financial assistance.
- G. Housing code enforcement officer may set a reasonable schedule of fees which are to be paid prior to the issuance of the certificate of occupancy required by this section.
- H. No person filing an application for a certificate of occupancy shall knowingly make any false statement as to the names, ages, relationship or number of persons who will occupy a dwelling unit. Any person who violates any of the aforesaid provisions shall be subject to the penalty provided for violations of the provisions of the housing and commercial code.
- I. The certificate of apartment occupancy for any apartment or dwelling unit shall be immediately revoked upon the failure of the owner to comply with an order of abatement issued pursuant to Section 15.12.080 or 15.12.150(H) or (I) of this chapter or to be otherwise in violation of the provisions of this chapter prohibiting the presence of lead-based paint. No apartment or dwelling unit shall be issued a certificate of apartment occupancy if it is in violation of Sections 15.12.080 or 15.12.150(H) or (I), or is otherwise in violation of the provisions of this chapter prohibiting the presence of lead-based paint. (Ordinance dated 4/1/91 (part); prior code § 16-35)
- J. The provisions of this section shall apply to all structures regardless of date of construction or re-construction.

RESOLUTION

Resolution to Review Procedures for Council Member Expense Reimbursement (Stipends)

By Councilmember(s): **Richard P. Curwen, Sr.**

District: **138th**

Introduced at a meeting
of the City Council, held:

December 5, 2011 (OFF THE FLOOR)

Referred to: **Ordinance Committee**

Whereas, Ordinance 2.06.040, Reimbursement of Council Member's Expenses adopted in November, 1999, states that each council member may receive reimbursement for expenses incurred in the discharge of their duties; and

Whereas, the City of Bridgeport Finance Department uses guidelines and procedures to process payments that were implemented in January 2003 based on advice from outside counsel; and

Whereas, the procedures implemented in January 2003 reflect heightened contribution to payment of applicable taxes, including income, Social Security and Medicare taxes; and Now, Therefore Be It

Resolved, that a thorough review of these procedures be undertaken to ensure that they accurately conform to current IRS and all tax laws in place; and be it further

Resolved, that a plan of action be developed and implemented by the Ordinance Committee with assistance from and delegation to City Staff in order to determine the content, scope and detail of this review.

Attest: _____

City Clerk

Referrals Made:

RES. #22-11 Referred to Ordinance Committee on 12/5/2011 (OFF THE FLOOR)

Resolution

By Council Member Robert P. Curwen Sr., 138th District

For introduction at the meeting of the City Council to be held on December 5, 2011

For referral to the Committee on ~~Budget and Appropriations~~
ORDINANCE

Resolution to Review Procedures for Council Member Expense Reimbursement (Stipends)

Whereas, Ordinance 2.06.040, Reimbursement of Council Member's Expenses, adopted in November, 1999, states that each council member may receive reimbursement for expenses incurred in the discharge of their duties.

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Whereas, the City of Bridgeport Finance Department uses guidelines and procedures to process payments that were implemented in January 2003 based on advice from outside counsel.

Whereas, the procedures implemented in January 2003 reflect heightened contribution to payment of applicable taxes, including income, Social Security and Medicare taxes.

Be it resolved that a thorough review of these procedures be undertaken to ensure that they accurately conform to current IRS and all tax laws in place.

ORDINANCE

Be it resolved that a plan of action be developed and implemented by the ~~Budget and Appropriations~~ Committee with assistance from and delegation to City staff in order to determine the content, scope and detail of this review.

Submitted *Robert P. Curwen Sr.* *12-5-11*
Robert P. Curwen Sr. Date

RESOLUTION

By Councilmember(s): John Olson

Co-Sponsors: Susan Brannelly, Martin McCarthy, Leticia Colon, Denese Taylor-Moye, M. Evette Brantley, Howard Austin Sr., Thomas McCarthy, Michelle Lyons, AmyMarie Vizzo-Paniccia, Richard Bonney, Warren Blunt, Carlos Silva, Angel dePara Jr., Lydia Martinez, Manuel Ayala, Robert Curwen Sr., Richard Paolitto Jr., James Holloway, Andre Baker Jr.

District: 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th & 139th

Introduced at a meeting of the City Council, held:

December 5, 2011 (OFF THE FLOOR)

Referred for: IMMEDIATE CONSIDERATION

Attest:


City Clerk

Whereas, a proposal has been made that the City of Bridgeport be no longer a part of the Fourth United States Congressional District; and

Whereas, a proposal has been made to include the City of Bridgeport in the Fifth United States Congressional District; and

Whereas, the City of Bridgeport's Mayor William Finch is opposed to such proposals; Now Therefore Be It

Resolved, that the Common Council of the City of Bridgeport opposes the above mentioned proposals, and expresses its desire to remain a part of the Fourth Congressional District, and that further City Council wishes to make known its desire to all appropriate state bodies and legislators.

Referrals Made:

December 5, 2011 – Bridgeport City Council Resolution

WHEREAS a proposal has been made that the City of Bridgeport be no longer a part of the Fourth United States Congressional District; and,

WHEREAS a proposal has been made to include the City of Bridgeport in the Fifth United States Congressional District; and,

WHEREAS the City of Bridgeport's Mayor William Finch is opposed to such proposals,

NOW BE IT THEREFORE RESOLVED that the Common Council of the City of Bridgeport opposes the above mentioned proposals, and expresses its desire to remain a part of the Fourth Congressional District, and that further City Council wishes to make known its desire to all appropriate state bodies and legislators.

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