

AGENDA

CITY COUNCIL MEETING

MONDAY, JUNE 18, 2012

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamations: Recognizing the 2012 Barnum Festival Royal Family Members and Bridgeport Students who have been chosen to represent their schools as King, Prince, Tom Thumb and Lavinia Warren in the Barnum Festival.

City Council Citations: Recognizing the 2012 Barnum Festival Royal Family Members and Bridgeport Students who have been chosen to represent their schools as King, Prince, Tom Thumb and Lavinia Warren in the Barnum Festival.

City Council Citations: Bullard Havens Tech Varsity Baseball team in recognition of winning the Constitution State Conference (CSC) Championship.

- 85-11** Public Hearing regarding the Fixing of the Assessment on Personal Property 400 Megawatt UTC Fuel Cell Webster Bank Arena at Harbor Yard.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 21, 2012

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 99-11** Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with Bridgeport City Supervisor's Association (BCSA) regarding their bargaining unit contract for the period of July 1, 2003 to June 30, 2004 and July 1, 2004 to June 30, 2008, referred to Contracts Committee.
- 100-11** Communication from OPED re: Proposed Request for the Discontinuance of a Portion of Shell Street between St. Stephens Road and Ocean Terrace, referred to Public Safety and Transportation Committee.
- 101-11** Communication from City Attorney re: Proposal to Grant Easement for Transformer on Property occupied by Cesar Batalla Elementary School to Facilitate Clinton Commons Affordable Housing Project, 75-101 Clinton Avenue, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 102-11** Communication from City Attorney re: Proposed Interlocal Agreement with the Steel Point Infrastructure Improvement District for the Construction and Maintenance of Eligible Public Improvements, the Administration of District Operations and the Use of Tax Revenues, referred to Economic and Community Development and Environment Committee.
- 103-11** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut Department of Social Services for the Elderly Health Screening Grant Program, referred to Economic and Community Development and Environment Committee.
- 104-11** Communication from Central Grants and Community Development re: Grant Submission: 2012-2017 State of Connecticut Department of Public Health STD/TB Grant Program, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *93-11** Contracts Committee Report re: Professional Services Agreement with Milone & Macbroom, Inc. for Architectural and Engineering Services related to South Avenue and Iranistan Avenue Streetscape Gateway Development.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 18, 2012, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

George Mintz, Chairman
86 Ridgebrook Drive
Bridgeport, CT 06606

Juneteenth Flag Raising Ceremony.

**CITY of BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, JUNE 18, 2012
6:30 PM**

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, JUNE 18, 2012, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

The following speakers signed up prior to the public speaking session:

NAME

SUBJECT

Jackie Radu spoke about the issue of property and space being reduced by 25% in certain areas throughout the city – *she read a statement regarding the matter pertaining to the Parks Commission.*

John Marshall Lee spoke referred to the monthly financial reports that were distributed to the council members. He stated that the matter is a mayoral responsibility. He noted that three reports were made available to the public on June 15, but no reports were submitted for March or April. He questioned why adjustments and changes were made, but that information wasn't available to the public. He further questioned what has been projected for the end of the quarter.

Crystal Mack spoke about the end of the school year. She expressed the awful situation going on in the community, due to the fear for kid's lives because of drug activity and gangs. She stressed that there are kids that can't read and write and she questioned how they will succeed without the proper education or having any hope or a dream. She questioned where the funds were going and what the city had to offer during the summer months for youth; so that they don't become victims. She suggested offering kids work experience to build crucial skills that they will need to learn to survive in the world. She emphasized that quality education is necessary for all children.

George Mintz, Chairman
86 Ridgebrook Drive
Bridgeport, CT 06606

Juneteenth African-American/
Caribbean Parade.

The public hearing session closed at 6:55 pm.

CITY OF BRIDGEPORT
RECEIVED
2012 JUN 26 AM 11:00

CITY of BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, JUNE 18, 2012
7:00 PM
City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

Council President McCarthy announced that Mayor Finch had been delayed and he called the meeting to order at 7:00 pm

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

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

In honor of Juneteenth Celebration, a soloist sang the Negro National Anthem "*Lift Every Voice and Sing*"!

Prayer – the prayer was offered by George Mintz.

Pledge of Allegiance – the pledge was led by George Mintz.

Roll Call – the city clerk took the roll call and announced there was a quorum.

Mayoral Proclamations: Recognizing the 2012 Barnum Festival Royal Family Members and Bridgeport Students who have been chosen to represent their schools as King, Prince, Tom Thumb and Lavinia Warren in the Barnum Festival.

City Council Citations: Recognizing the 2012 Barnum Festival Royal Family Members and Bridgeport Students who have been chosen to represent their schools as King, Prince, Tom Thumb and Lavinia Warren in the Barnum Festival.

Mayor Finch stated that Bridgeport cleaned up with students that were from Bridgeport schools and selected to represent the Barnum Festival Royal Family. He asked all the representatives to come forward to receive the citation.

Mayor Finch read the proclamation for the following students that were chosen to represent: Lavinia Warren (*Samantha Henry*); Tom Thumb (*Jorge Ruiz*); Prince (*Andres S. Ayala*); King (*John E. Shannon*).

The proclamation that was read for each representative, highlighted the achievements and accomplishments of each student.

Council member Bonney and Council member dePara read the citations to recognize the 2012 Barnum Festival Royal Family Members.

Mayor Finch took a group picture was taken with the 2012 Barnum Festival Royal Family Members and their respective family members that were present.

The 2012 Barnum Festival Ringmaster expressed that it was great seeing everyone come out tonight and what an honor and privilege it was to be a part of the Barnum Festival!

City Council Citations: Bullard Havens Tech Varsity Baseball team in recognition of winning the Constitution State Conference (CSC) Championship.

Council member Paoletto asked the team members and coaches to come forward to receive the citation.

He expressed that the citation to be read was expressed for the entire team. He noted that each team member would receive the citation.

Council member Paoletto thanked the team and coaches for a great job done and he congratulated them for winning the Constitution State Conference (CSC) Championship and wished them continued success.

Mayor Finch stated that in addition to the three public schools in Bridgeport, he believed that Bullard Havens is also considered to be a Bridgeport school – *to applause!* He further mentioned the curriculum at the school that focuses on science and technology. He wished everyone well in the future and those that will be graduating. He said the coaches have expressed that they hoped to win again next year and he commented that the kids are a great representation of Bridgeport and he was very proud of all of them.

85-11 Public Hearing regarding the Fixing of the Assessment on Personal Property
400 Megawatt UTC Fuel Cell Webster Bank Arena at Harbor Yard.

The Mayor asked if there was anyone present to speak in favor of the item.

There were none heard.

The Mayor asked if there was anyone present to speak against the item.

There were none heard.

Hearing none, the public hearing was closed.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 21, 2012

- ** COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 99-11** Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with Bridgeport City Supervisor's Association (BCSA) regarding their bargaining unit contract for the period of July 1, 2003 to June 30, 2004 and July 1, 2004 to June 30, 2008, referred to Contracts Committee.

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104-11 Communication from Central Grants and Community Development re: Grant Submission: 2012-2017 State of Connecticut Department of Public Health STD/TB Grant Program, referred to Economic and Community Development and Environment Committee.

****** **COUNCIL MEMBER HOLLOWAY MOVED TO REFER**
****** **COMMUNICATIONS TO BE REFERRED TO COMMITTEES**
****** **COUNCIL MEMBER LYONS SECONDED**
****** **MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

The city clerk read the item into the record:

***93-11** Contracts Committee Report re: Professional Services Agreement with Milone & Macbroom, Inc. for Architectural and Engineering Services related to South Avenue and Iranistan Avenue Streetscape Gateway Development.

****** **COUNCIL MEMBER CURWEN MOVED TO APPROVE**
****** **COUNCIL MEMBER AYALA SECONDED**
****** **MOTION PASSED UNANIMOUSLY**

The council members entered into caucus at 7:40 pm.

The caucus ended at 7:50 pm.

Mayor Finch reconvened the meeting at 7:55 pm.

**** COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM #97-11 "PROPOSED CHARTER REVISION REPORT" TO THE AGENDA**
**** COUNCIL MEMBER BRANNELLY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER PAOLETTO MOVED TO WAIVE REFERRAL TO COMMITTEE FOR ITEM #97-11**
**** COUNCIL MEMBER BRANNELLY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER PAOLETTO MOVED TO ORDER AND SCHEDULE A PUBLIC HEARING FOR ITEM #97-11**
**** COUNCIL MEMBER BRANNELLY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANNELLY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING THREE (3) ITEMS TO THE AGENDA**
**** COUNCIL MEMBER dePARA SECONDED**
**** MOTION PASSED UNANIMOUSLY**

Council member Brannelly explained that the request was being made, due to the fact that the items had to be continued during the Contracts Committee.

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE ITEM #76-11 AGREEMENT WITH POLICE UNION, LOCAL 1159 REGARDING THEIR BARGAINING UNIT CONTRACT**
**** COUNCIL MEMBER PAOLETTO SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE ITEM #86-11 ASSIGNMENT OF TAX LIENS FOR FISCAL YEAR 2012**
**** COUNCIL MEMBER PAOLETTO SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL BRANNELLY MOVED TO APPROVE ITEM #88-11 ARENA BILLBOARD LEASE AGREEMENT AMONG ARENA OPERATOR, INDEPENDENT OUTDOOR III, LLC AND CITY OF BRIDGEPORT
** COUNCIL MEMBER COLON SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER dePARA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING THREE (3) ITEMS TO THE AGENDA
** COUNCIL MEMBER BRANNELLY SECONDED
** MOTION PASSED UNANIMOUSLY**

Council member dePara explained that the reason for adding the items to the agenda was because they were time sensitive items.

**** COUNCIL MEMBER dePARA MOVED TO APPROVE ITEM #87-11 BUDGET & APPROPRIATIONS REPORT MUNICIPAL SUSPENSE TAX BOOK
** COUNCIL MEMBER COLON SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER dePARA MOVED TO APPROVE ITEM #91-11 BUDGET TRANSFER TO THE FISCAL YEAR 2011-2012 FOR CIVIL SERVICE FROM: SALARY ACCOUNT 01070000-51000 (\$21,000) TO: MANAGEMENT SERVICES ACCOUNT 01070000-56165
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER dePARA MOVED TO APPROVE ITEM #98-11 BUDGET MODIFICATION TO THE FY 2011-2012 NUTRITION BUDGET: INCREASE REVENUE LINE ITEM 01900902 42617 FEDERAL BREAKFAST PROGRAM (\$403,000) AND INCREASE APPROPRIATION LINE ITEMS 01900000 54595 FOOD (\$403,000)
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER BRANNELLY)**

Other business:

Council member Lyons mentioned the North End Little League Championship, noting that they won the tournament and her grandson had fifteen (15) pitches.

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN
** COUNCIL MEMBER LYONS SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:05 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on June 18, 2012 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following:

Item # 85-11

The resolution authorizes a fixed personal property assessment on a 400 megawatt fuel cell proposed to be installed on a small piece of leased City land behind the Webster Arena. The Fuel Cell would provide renewable electrical energy to the Arena. In order to attract the private investment needed to develop the Fuel Cell Installation, the Assessment would be fixed at a reduced rate of just over 20% of the normal assessment for a period of 20 years.

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

**1 Edition, Connecticut Post:
PLEASE PUBLISH ON Sunday, June 10, 2012.**

Requires Certification

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com
P.O.: 12000602
Account #: 111171

Dated: June 8, 2012

Sent By:
Althea Williams
City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604
(203) 576-7205
(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Bill Finch
A. Nunn, CAO
M. Anastasi, City Attorney
A. Wood, Chief of Staff
R. Felipe, Deputy Chief of Staff
R. Pacacha, Associate City Attorney
D. Eversley, Director, OPED
B. Coleman, Director, Neighborhood Development



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
Deputy Director

Janet M. Finch
Human Resources Manager

Richard D. Weiner
Benefits Manager

Comm. #99-11 Referred to Contracts Committee on
06/18/2012

June 8, 2012

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

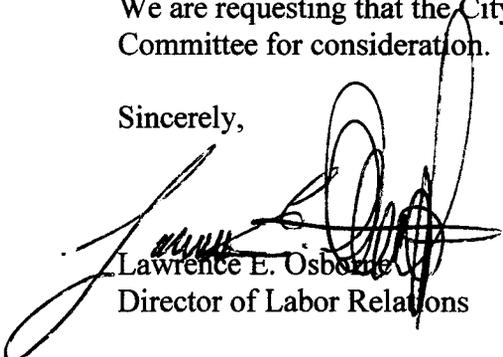
RE: Bridgeport City Supervisor's Association

Dear Honorable Members:

The City of Bridgeport and Bridgeport City Supervisor's Association union have reached an agreement concerning the terms and conditions of employment for their membership. Enclosed you will find the signed BCSA contract .

We are requesting that the City Council refer the tentative agreement to the Contracts Committee for consideration.

Sincerely,


Lawrence E. Osborne
Director of Labor Relations

LEO/mjh

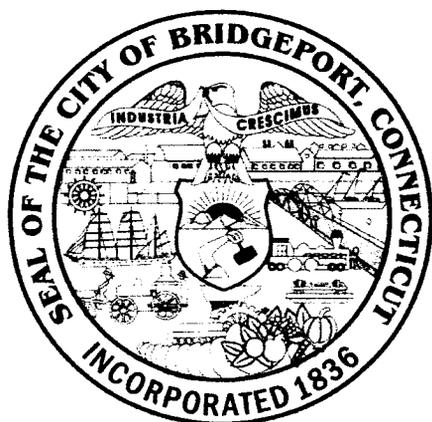
pc: Mayor Bill Finch
Adam Wood, Chief of Staff
Andrew Nunn, Chief Administrative Officer
Thomas Sherwood, Director of OPM
File

RECEIVED
OFFICE
2012 JUN -8 P 12:30

AGREEMENT

between

THE CITY OF BRIDGEPORT



and

BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION

July 1, 2003 to June 30, 2004

and

July 1, 2004 to June 30, 2008

Finalized and Printed May 21, 2012

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AGREEMENT REGARDING 7/1/2003 – 6/30/2004 CONTRACT

City of Bridgeport TA for Settlement of Bridgeport City Supervisors' Association

1. Article 12 – Wages
Effective July 1, 2003 – 2% increase
2. One year contract July 1, 2003 to June 30, 2004
3. All other provisions of the Contract shall remain unchanged and in effect.

This TA is subject to City Council approval.

FOR THE CITY OF BRIDGEPORT

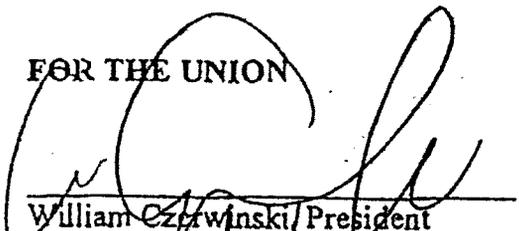


John Fabrizi, Mayor

12/4/03

Date

FOR THE UNION



William Czerwinski, President

12/5/03

Date

Agreement between the City of Bridgeport, Connecticut and the Bridgeport City Supervisors Association, Inc.

**7/1/2004 – 6/30/2008 CONTRACT
PREAMBLE**

This Agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and the Bridgeport City Supervisors Association, hereinafter referred to as the Association or Bridgeport City Supervisor Association (BCSA).

I. THE UNION AND UNION SECURITY

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of those supervisory and professional employees in the City of Bridgeport, (listed by classifications herein, (see Exhibit A attached hereto)).

1.2 The Association recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The Association further agrees to bargain in good faith with the Mayor or his/her designated representative on all matter relating to wages, hours and other terms and conditions of employment.

1.3 Any acting or provisional employees who occupies a position recognized in the BCSA after 121 consecutive days in said position shall thereafter be considered a member of the BCSA, and be subject to the obligations and benefits of this collective bargaining agreement. No employee shall be placed in an acting role in any such position unless said employee is eligible to fill that position on a provisional basis, and provided that no permanent member of BCSA on its layoff or recall list is eligible to serve in that position.

ARTICLE 2 – CHECK-OFF

2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Association. When an employee does not have sufficient money due him/her, after

deductions have been made for Pension or other deductions required by law, Association dues for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within thirty (30) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Association to receive such funds from the City.

2.2 Deduction Period: The remittance to the Association for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Association, together with a list of names of employees from whose wages such deductions have been made, no later than the fifteenth (15th) day of the following month.

2.3 Association Security - Agency Shop: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Association during the term of the Agreement. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Association or pay to the Association an amount equal to dues payable by Association members during the term of the Agreement.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the 181st day following the beginning of such employment become and remain members in good standing in the Association, or pay to the Association an amount equal to dues payable by members during the term of Agreement. All such dues shall be automatically payroll deducted and remitted to the Association.

2.4 The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE 3 – TOP SENIORITY

Officers and Stewards of the Association shall have top seniority in the event of a layoff, vacation and all conditions of employment.

ARTICLE 4 – SENIORITY

4.1 The City shall prepare a list of employees represented by the Association, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Association within ninety (90) days of signing or anniversary date of the contract.

4.2 All new employees (non-seasonal), shall have a probationary period of six (6) months, and upon successful completion of this period they shall be classified as permanent employees. The probationary period may be extended by the City for an additional six (6) months. The probationary period shall be counted as part of the seniority after the employee is considered permanent. Probationary employees shall not be eligible for vacation benefits during their probationary period, however they will be eligible to receive vacation benefits upon completion of their probationary period. During probation, the City may dismiss an employee who is a new hire, or remove an employee from a promotional position, as unsatisfactory, provided that the City, during the probation, shall perform at least two (2) evaluations where the employee is apprised, in writing, of any performance-related problems and will provide the employee with a fair opportunity to correct any such performance deficiency prior to dismissal. Such decisions shall be in the sole discretion of the City and shall not be subject to the grievance and arbitration procedure. It is understood that this does not limit the city's ability to immediately dismiss employees for acts of misconduct, in accordance with the provisions of this agreement. The City's failure to comply with the foregoing evaluation procedure shall be subject to grievance and arbitration but the sole remedy shall be a new probationary period as determined by the arbitrator but not to exceed six (6) months. Nothing in this Section shall limit the City's ability to terminate, or otherwise discipline, a new probationary employee for acts of misconduct and such discipline shall not be arbitrable.

4.3 All employees promoted to a new or higher classification shall serve a probationary period of ninety (90) days, and upon successful completion of this period they shall be classified as permanent employees. Should the employee fail the probationary period, he/she shall revert to the previously held position. Nevertheless, any employee who has served in a provisional capacity in a position for not less than twelve (12) consecutive months prior to becoming permanent in that position, shall not, upon becoming permanent in said position, be required to

serve a probationary period.

4.4 Seniority shall mean length of service to the municipality. Such seniority shall apply to the employee's rights in cases of lay-offs, re-employment, transfers and vacation.

ARTICLE 5 – LAY-OFF AND RECALL

5.1 In the event that the City makes reduction in the number of employees in an established job by title, employees with the least seniority as determined by Article 8.4 will be laid-off first. Subsequent recalls to open positions in that particular job and job title shall be made in the reverse order of the lay-offs. An employee shall retain his/her seniority status and right of recall in the specific job title for thirty-six (36) months following the date of his/her layoff. If the employee refuses recall to an opening in the position from which he/she was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

5.2 No new persons will be hired or assigned to an open classification that is required to be filled so long as employees laid off from the classification retain seniority status and right of recall to jobs in that classification.

5.3 Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump down to a job classification previously held, provided they have greater seniority than employees occupying the lower classification. Employees in the classified civil service who bump into a position not within the classified civil service, or a grants position, shall retain their civil service status including time in grade, without interruption in seniority for purposes of recall, promotion or transfer.

5.4 If it becomes necessary to lay-off, the following shall be the order of lay-off:

1. Part time bargaining unit employees;
2. Probationary employees;
3. Acting or other temporary employees, not including provisionals;
4. Provisional employees;
5. Regular full time bargaining unit employees.

5.5 For purposes of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination or funding elimination.

ARTICLE 6 – BARGAINING UNIT

6.1 This Agreement applies to and includes all employees of the City of Bridgeport listed in Exhibit A (Recognition) of this Contract, as amended by Article 13.6.

6.2 Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week are excluded.

6.3 The inclusion in the bargaining unit of a newly established supervisory or professional classification will be a subject for negotiations between the City and the Association.

6.4 Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute. If a newly established classification is determined to be a part of the bargaining unit, such classification shall be included as a part of the bargaining unit, such classification shall be included as a part of the bargaining unit without having to report to an election.

ARTICLE 7 – ASSOCIATION ACTIVITIES

7.1 The City agrees that an Association Officer or Steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself from his/her work area may be withheld by the department head only, because of operation requirements, but in no event later than the start of the next regular shift. The Association agrees that the complaint will be handled as quickly as possible.

7.2 Four (4) Association officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.

7.3 Appropriate Association officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Director or his/her designee.

7.4 Association officers shall be able to consult with the Employer, his/her representative, Local Association officers, or other Association representatives concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relation Officer or his/her designee is notified in advance of such meetings and consultations.

ARTICLE 8 – BULLETIN BOARDS

The City will furnish and maintain suitable bulletin boards in convenient places in each work area and may be used by the Association. The Association agrees that the material posted will not contain propaganda against or attacks upon the City or any official thereof.

II. MANGEMENT AND THE WORK PLACE

ARTICLE 9 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent rights, prerogatives and functions are retained and vested exclusively in the City, including but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote, discipline, transfer, layoff and discharge personnel; determine the number and type of positions, organizational structure and technology required to provide services; define the duties and responsibilities of each position and department; acquire and maintain the essential equipment, technology and facilities to conduct the business of providing services; contract for services with other units of government and/or with private contractors for the provision of services to or by the City subject to the provisions of Section 10.1 hereof; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statue, charter and ordinance to municipal corporations. The failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the CT Municipal Relations Act. Conn. Gen. Stat #7-467, et seq.). The reference to the 'City' herein shall be deemed to include the Civil Service Commission of the City of Bridgeport but shall not expand such Commission's powers under the City Charter.

ARTICLE 10 – SUB-CONTRACT

10.1 The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the following departments or categories: Department of Public Facilities; General Clerical Group; Building and Maintenance Group.

This shall not prevent the City from contracting or subcontracting supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work.

10.2 The provisions of this Article as they apply to Building and Maintenance Group may be reopened and again subject to collective bargaining under MERA at any time after July 1, 2001 upon notice by the City.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.1 All employees covered by this Agreement will work a forty (40) hour week except for employees listed on Exhibit B who work thirty-five (35) hours per week as indicated on the Exhibit (not including an unpaid lunch). The starting and finishing time of the hours of work may be changed by the City for seasonal or operating reasons or the convenience of the Public after the City meets and confers with the Association regarding such changes (See Exhibit C).

11.2 If Employees identified in Exhibit D are required to work more than eight (8) hours in one regularly scheduled day or more than forty (40) hours in one regularly scheduled week, they shall be compensated for such overtime at time and one half (1½) their regular hourly rate, except as otherwise indicated.

11.3 Within a division, as defined in Exhibit E, department heads, shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees within that specific division, holding the job effected by the overtime assignment, regardless of the employee's status as permanent, provisional or acting.

11.4 An employee will work overtime when requested to do so by his/her supervisor. Employees shall be notified of such assignment as soon as practicable.

11.5 In the event that all employees refuse, or are not available to work overtime, the least senior employee in the classification and area affected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one can refuse to work overtime.

11.6 Subject to the approval by the Director of Labor Relations, employee may work a flexible work schedule, provided such approval shall be subject to the condition that the economy and efficiency of operations are not thereby impaired (See Exhibit F).

11.7 The parties agree to study the various positions in the bargaining unit to determine which employees, if any, are exempt from overtime payments or are entitled to comp time, pursuant to the Connecticut and Federal Fair Labor Standards Acts. Not later than sixty (60) days following the approval of the new collective bargaining agreement, the Association and the Director of Labor Relations agree to appoint a joint committee to investigate and thereafter negotiate such issues. In the event that a committee is not appointed within said sixty (60) days period or in the further event that said committee does not reach a negotiated agreement with respect to said issues within one hundred and eighty (180) days of the appointment of said committee, then either party may claim said issues for mid-term binding interest arbitration. Said negotiations shall be without prejudice to any outstanding or presently pending claims of comp time or payment in lieu thereof.

11.8 Notwithstanding any other provision in this Article, no overtime may be worked unless the employee has been directed, in advance and in writing, by the employee's department head, to work said overtime. The hours of such overtime must be submitted by the employee to the department head by the end of the work week so that the department head may verify, in writing, the amount of said overtime worked by the employee during the work week. Failure of the employee to submit their overtime hours at the end of the work week as provided above shall subject the employee to disciplinary action (See Exhibit F).

ARTICLE 12 – DISCIPLINARY PROCEDURE

12.1 The City shall exercise full disciplinary authority consistent with its responsibilities to direct employees to perform their required work duties in order to achieve department program goals and satisfactory municipal service to the general public.

12.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.

12.3 Disciplinary action shall include (a) a verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. The City and the Association recognize the concept of a progressive discipline policy, however, both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions. In the case of any

employee who has received a verbal warning or a written warning when a maximum period of one (1) year has lapsed without the employee receiving further discipline, the City shall remove all memoranda of discipline; i.e, written warning or verbal warning, from the employee's file at the request of the employee.

12.4 All disciplinary actions may be appealed through the established grievance procedure within ten (10) days of their occurrence through Step III, (binding arbitration) or through the Civil Service Commission, but not both.

12.5 All suspensions and discharges must be stated in writing and a copy given to the employee and the Association President.

ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE

13.1 Any grievance or dispute, which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner:

STEP I – The employee or the Association Representative, with or without the employee, shall take up the grievance or dispute with the employee's Department Head within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee or the Association Representative, with or without the employee, to attempt to adjust the matter and shall respond in writing to the Association within seven (7) working days of the date of receipt of a written grievance or the meeting whichever is later. Grievances resolved at Step 1 will be without practice or precedent unless otherwise agreed in writing by the City's Director of Labor Relations.

STEP II - If the grievance still remains unadjusted, it shall be presented by the Association Representative to the City's Labor Relations Director or his/her designee, in writing, ten (10) days after the response of the Department Head is due. Within one (1) week after submission, a meeting shall be held between the Association Representative and the Labor Relations Director or his/her designee for the purpose of adjusting the grievance. The City's Labor Relations Director or his/her designee shall respond in writing to the Association Representative, (with a copy of the response to the local Association President) at the meeting or within seven (7) working days of the date of the meeting.

STEP III - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Director or his/her designee is due, or within fifteen (15) days following receipt of the written reply by the Labor Relations Director or his/her designee, whichever period is later, by written notice to the

other, request arbitration by a mutually agreed upon arbitrator or arbitration forum. If the parties are unable to agree on an arbitrator within five (5) days, the matter shall be submitted to the American Arbitration Association under the rules of voluntary arbitration of the American Arbitration Association. The parties agree that time is of the essence in resolving labor complaints and all arbitration shall be handled on an expedited basis unless otherwise agreed. Said arbitrator(s) shall hear and act on such dispute in accordance with applicable rules and regulations, or rules and regulations agreed upon by the City and the Association. The arbitrator(s) shall limit the decision strictly to the application, meaning or interpretation of the provisions of this agreement. The arbitrator(s) shall not add to, nor subtract from, the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issues submitted.

The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and argument.

13.2 Each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

13.3 Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II.

13.4 Upon mutual agreement by the City and the Association, any of the time limits in this Article may be waived.

13.5 The City and the Association agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.

13.6 The parties agree that the positions identified hereinafter shall be granted all of the rights, privileges and benefits of this collective bargaining agreement with the express understanding that at the end of their appointment term the City shall not be required to re-appoint said person by the terms of this agreement. The positions are Building Officer, Director of Aging, Supervisor of Aging, Director of Community Development, Assistant Tax Assessor, City Engineer, Assistant City Engineer, and Traffic Engineer. The position of Tax Assessor will not be in the bargaining unit.

ARTICLE 14 – TRANSFERS

14.1 Employees desiring to transfer to other jobs shall submit an application in writing to their department head. The application shall state the reason for the requested transfer.

14.2 Employees requesting transfer or involuntarily transferred for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job effectively without further training.

14.3 Employees requesting transfers or involuntarily transferred because of elimination of their jobs or elimination of funding for their jobs, shall be transferred to the same job or any other job of an equal classification on the basis of seniority.

14.4 Transfers under this Article are at the sole discretion of the City.

ARTICLE 15 – SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preference, then employees within the department will be given preference by seniority.

ARTICLE 16 – REST PERIODS

16.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

16.2 Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods occurring during the shift.

ARTICLE 17 – DRUG TESTING

The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General States Statutes, Section 31-51t through 31-51bb, inclusive excluding Section 31-51v. The drug and alcohol testing policy for those employees required to have a CDL shall be incorporated by reference. The City shall provide Union with thirty (30) days notice prior to implementing drug and alcohol testing.

III. MONETARY PAYMENTS

ARTICLE 18 – WAGES

18.1A Effective July 1, 2004, the annual salary of employees covered by this agreement shall be increased by two one-half percent (2.5%).

18.1B Effective September 1, 2005, the annual salary of the employees covered by this agreement shall be increased by two and one-half percent (2.5%)

18.1C Effective July 1, 2006, the annual salary covered by this agreement shall be increased by three percent (3%).

18.1D Effective July 1, 2007, the annual salary of each employee covered by this agreement shall be increased by three percent (3%)

18.1E All employees on the payroll as of November 6, 2006 shall receive a one time signing bonus of \$275.00, which shall not be rolled into the base salary.

18.2 For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his/her regular annual salary which he/she receives each week. An employee's regular hourly rate shall be that portion of his/her regular weekly earnings reduced to an hourly rate.

18.3 In determining an employee's rate of pay for any monetary benefit under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.

18.4 In no event shall additional monies be received as a result of any other provisions of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate. Except that any employee working City Hall hours whose salary is increased in accordance with the formula set forth in Article 11.1 shall be entitled to have such increase considered as a portion of such employee's regular annual, weekly or hourly rate.

18.5 In the event a bargaining unit employee is promoted, his/her new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.

18.6 All employees shall be paid the wages of their classification based on fifty-two (52) weeks.

18.7 Employees required to perform the majority of the job duties of a position in a higher classification than their normal classification shall be paid the rate of pay of the higher classification for that period of time. Such working out of classification shall be specifically authorized by the department head and the Director of Labor Relations. Without prior approval, the City shall not be liable for any claims of working out of classification. No department head shall request or require an employee to work out of classification without the specific authorization of the Director of Labor Relations. In the event the department head requests an employee to work out of classification, other than in any emergency situation, without the prior specific authority of the Director of Labor Relations, said employee shall not be penalized by his or her refusal to perform said tasks. Any employee required to work out of classification in any emergency situation, without approval of the Director of Labor Relations shall perform said tasks and shall be entitled to grieve said assignment under Article 13.

18.8 Employees after one hundred-twenty (120) days in an acting or provisional status shall receive the acting or provisional pay rate for purposes of all leaves and vacations. Acting and provisional employees shall also receive all pay step increases afforded the classification after one (1) year in that status which they are actors or provisional.

18.9 Merit increases may be granted, by the appointing authority, should the employee have maintained an exceptional standard of attendance and job performance. Should the employee fail to receive the recommended merit increase, the reasons therefore shall be reduced to writing and provided to the employee. Should the employee feel that the reasons for the denial are arbitrary, capricious or discriminatory; the Union may file a grievance concerning this matter.

ARTICLE 19 – CALL BACK PAY

When an hourly employee, identified in Exhibit D, is called in for work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked are not annexed consecutively to one end or the other of the working day. Such employee shall be entitled to any applicable night bonuses as set forth in Article 21.

ARTICLE 20 – LONGEVITY

20.1 Effective July 1, 1992, each employee who has or will have five (5) or more years of continuous municipal service by October 1, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy-five

dollars (\$75.00) by the number of years of such continuous municipal service. All employees hired after July 1, 1992, shall be required to attain ten (10) years of service to be eligible for longevity payments.

Since the time frame for this eligibility will not occur during the duration of this agreement the parties specifically agree that this change is intended as a permanent change to be maintained in successor agreements.

20.2 This longevity pay will be payable in each December.

ARTICLE 21 – NIGHT BONUS

There shall be paid to the employees identified in Exhibit D, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked between the hours of 4:00 p.m. and 8:00 a.m.. For any employee regularly scheduled to work between 4:00 p.m. and 8:00 a.m., the above bonus shall be added to the employee's rate for the purpose of computing pay for sick leave days, for paid holidays, for paid personal days, for vacation days, for call back pay, and for work on substitute shifts, under this agreement.

ARTICLE 22 – RETROACTIVE PAYMENTS

The City will use its best efforts to pay all sums due retro-active to July 1, 1999, in one lump sum within ninety (90) days of the acceptance of this agreement by the parties.

ARTICLE 23 – PUBLIC HEALTH NURSING SUPERVISORS

Public Health Nursing Supervisors shall receive transportation allowance and educational incentive to the same extent, and under the same conditions as Public Health Nurses. Public Health Nursing Supervisors shall continue to receive vacation benefits during Christmas recess, provided however that adequate coverage for the Public Health Nursing Department is maintained.

ARTICLE 24 – PAYMENT OF TUITION

24.1 The City shall reimburse each employee for the cost of tuition up to a limit of one hundred fifty dollars (\$150.00) per credit for undergraduate courses and two hundred dollars (\$200.00) per credit graduate level courses. Payments shall be made within sixty (60) days of submission of their cost to the Director of Labor

Relations or his/her designee and upon satisfactory completion at a Grade C or better for each course, at an accredited college or university, in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments and shall be related to his/her responsibilities. The employee must apply and obtain written approval of the City's Chief Labor Negotiator in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. The tuition reimbursement expenditures for the bargaining unit shall be capped at fifteen thousand dollars (\$15,000) per fiscal year for all BCSA members.

24.2 Each employee shall be limited to nine (9) credits per fiscal year. Employees must remain in City employment for a period of one (1) year after completion of a course or the employee shall reimburse the City for any tuition reimbursement received during the one (1) year period prior to separation from employment.

IV. BENEFITS

ARTICLE 25 – INSURANCE

25.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

A) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, Revision 11/6/06), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (the "Medical Plan" as Exhibit G).

B) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, eighty percent (80%) is paid by the City and twenty percent (20%) is paid by the employee. The co-payment by the employee shall be five (\$5.00) for generic drugs; ten (\$10.00) dollars for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty-five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescription shall be limited to a thirty (30) day supply at retail. Mail order shall be mandatory for maintenance drugs on the list maintained by the City's pharmacy benefits manager after the third refill or the co-payments and employee payment provided above shall double at retail.

C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").

D) The CIGNA Vision Plan, or its equivalent, as outlined and attached hereto as Exhibit H.

25.2 The City will provide and pay for the cost of a Group Life Insurance Policy the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.

25.3 Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s).

25.4 For employees, and their surviving spouses, if any, who retire on or after July 1, 1999 and prior to June 30, 2003, the City will provide and pay for benefits under the Medical Plan or Medicare Part B and a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article, "retirees" shall mean employees who: (A) have completed fifteen (15) years of continuous municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B. Retirees must accept Medicare Part B coverage if eligible; provided, however, otherwise eligible retirees over sixty-five (65) years of age with enrolled dependents shall be covered by the Medical Plan if: (a) the retiree or the enrolled dependents are not eligible for Medicare; and (b) the retiree or the enrolled dependents shall have so notified the City prior to December 31st, of the calendar year of such person's sixty-fifth (65) birthday.

25.5

A) For employees who retire on or after June 30, 2003 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the dollar amount of such contributions at retirement.

B) If any employee who retires on or after June 30, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage shall not exceed in premium cost to the retiree the cost which the retiree

would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternate coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

25.6 Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.

25.7 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 25.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pay for the City's Plans Insurance as specified in Section 25.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

25.8 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 25.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 25.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 25.1 of this Article, if he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 25.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

25.9 The City shall provide a payment in lieu of health benefits for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year.

25.10 The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments subject to Section 25.8.

The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

25.11 Effective January 1, 2006, each active employee, and each employee who has retire on or after the first day of this Agreement and on or prior to the last day of this Agreement, shall contribute, ten percent (10%) of the Premium Cost as defined in this Section for the Medical Plan and the Prescription Drug Plan. Effective July 1, 2006 the contribution shall increase to eleven percent (11%) of Premium Cost and effective July 1, 2007 the contribution shall increase twelve percent (12%) of Premium Cost. For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purpose of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA").

25.12

A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for child care from the gross income of the employee for tax purposes.

B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

25.13 Divorced employees must notify the City within thirty (30) days of the effective date of the decree in a dissolution action or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

ARTICLE 26 – PENSION PLAN

26.1 Except as provided for in Section 26.2, all eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund B hereinafter referred to as CMERF Fund B.

26.2 Employees of the bargaining unit presently in CMERF Fund A are to be transferred into CMERF Fund B. All Board of Education employees of the bargaining unit presently covered by the Board of Education Janitors, Janitresses and Engineers Retirement Plan who retire on or after July 1, 1975, shall be entitled to retirement benefits equivalent to that for which provisions is made in the Connecticut Municipal Employees Retirement Fund B in effect on the date of retirement which are appropriate to the employee's age, length of service with the City eligibility and other requirements of said CMERF Fund B.

ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

27.1 The City of Bridgeport recognizes that a wide range of problems not directly associated with one's job function can have undesirable effect on an employee's job performance.

27.2 The City of Bridgeport also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem is one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems.

27.3 Therefore, the City of Bridgeport believes it is in the interest of the employees, the employee's family and the City to provide an employee services which deals with such persistent problems.

27.4 The Employee Assistance Program may establish, and therefore eliminate, and provide its services to all City employees and their immediate family members at no cost to employee or family.

27.5 The decision to seek the assistance of the EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.

27.6 No employee shall be required to seek the assistance of the EAP by his/her supervisor nor penalized for refusal to voluntarily seek such assistance.

27.7 No reference or record shall be made or stored in any Personnel, Payroll,

Supervisor's, Civil Service Commission, or other file regarding an employees' need for, access to or use of the EAP.

27.8 All records of the EAP, including whether or not an employee is participating in EAP, shall be confidential and not available to any person, Supervisor, Commission Board, or other organization, without the employee's express written consent. No employee shall be required to waive such privilege of confidentiality.

27.9 Employees are assured that their job, future and reputation will not be jeopardized by utilizing this employee service. Strict record confidentiality will be observed at all times.

27.10 Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established Bargaining Agreement procedure. There is no conflict or contradiction with the prevailing bargaining unit procedures.

27.11 To insure consistency and cooperation, the appropriate union steward will, if the employee consents, become involved when necessary. It should be understood from the outset that this service is a cooperative effort supported by administration and unions representing City employees.

27.12 The Employee Assistance Program will offer retirement counseling services to individuals preparing to retire

ARTICLE 28 – WEARING APPAREL

28.1 The City shall provide to any City employee, required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles, or any other protective clothing deemed necessary by the Occupational Safety and Health Administration (O.S.H.A.).

28.2 Any City Supervisor who received a uniform or a uniform allowance prior to July 1, 1985 shall continue to receive such uniform allowance for the duration of this agreement.

28.3 Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket, and pants.

28.4 The City shall provide work clothes of good quality, consisting of shirt, pants, and jacket, to any employee covered by this agreement, who in order to perform his

job is required to perform manual labor.

V. HOLIDAYS AND LEAVES

ARTICLE 29 – HOLIDAYS

29.1 The following days shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the President of the United States of America, by the Governor of the State of Connecticut and by the Mayor of the City.

29.2 If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

29.3 Employees required to work on a holiday at the Director's assignment and/or approval shall be compensated for such work at two (2) times their hourly rate plus holiday pay (1 day's pay) for such work actually performed on the holiday.

29.4 If any such holiday shall occur during the vacation of any employee, the employee shall receive an additional day's vacation in lieu thereof.

29.5 Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

ARTICLE 30 – VACATIONS

30.1 Vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations.

30.2 Employees with continuous Municipal Service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such Municipal service, but less than five (5) years of such service shall receive two (2) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous Municipal Service but less than ten (10) years of such service,

shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous Municipal Service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Employees with twenty (20) or more years of continuous Municipal Service shall receive five (5) weeks vacation with pay.

30.3 a) Employees with one (1) week vacation are not eligible for either the option of carryover or payout as set forth below.

b) Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) contract year/vacation year to the next contract year/vacation year, but are not eligible for the option of payout for unused vacation time.

c) Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.

d) Effective vacation year 1986, employees with four (4) weeks or more weeks vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked. An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one week actual vacation.

e) Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payouts shall be paid to the employee at the end of the vacation year in which the election is made.

ARTICLE 31 - SICK LEAVE

31.1 Sick Leave Allowance. Employees hired prior to July 1, 1992 shall earn sick leave each at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months. Employees hired after July 1, 1992 shall be granted ten (10) sick days per year. These days shall be credited to the employee on July 1st of each year.

31.2 Sick leave accumulation. Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

31.3 A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive working days.

31.4 Sick leave accumulated at retirement or death or other separation from City service.

a) Effective July 1, 1992, upon retirement, death or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. The above stated credit shall be paid on a lump sum basis of fifty (50%) percent of all unused sick leave up to a limit of two hundred fifteen (215) days within fifteen (15) days of retirement or separation date. Calculation of current year allotment for payment purposes will be made by multiplying the number of full months worked by eighty-three one hundredths (.83). However, sick leave days may be accumulated in excess of two hundred and fifteen days (215) for use when an employee is actually sick.

b) All accumulated and unused sick leave as of June 30, 1992, shall be paid out at retirement, death or other separation from City service at eighty-five percent (85%) of accumulation and at the dollar value of wages earned as of June 30, 1992.

c) On the death of the employee, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

31.5 Administration:

a) The City shall be responsible for the administration of these provisions.

b) The City shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him.

c) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:

1) A record of an employee's accumulated sick leave shall be submitted to him upon request at least once annually.

2) A record of an employee's accumulated sick leave shall be indicated

on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.

ARTICLE 32 – PERSONAL LEAVE

Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied. At the end of the contract year, personal days which are unused, will be credited to the employee's sick leave account.

ARTICLE 33 – BEREAVEMENT LEAVE

33.1 Bereavement Leave. Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing on the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following Mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparent, grandchildren, step-parents and foster parents. Any other bereavement leave or any extension of the above leave shall be charged to the employee's sick leave account.

33.2 Employees shall be granted one (1) day leave with pay for the death of any aunt or uncle.

ARTICLE 34 – LEAVES OF ABSENCES

34.1 A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay. No leave without pay shall be granted except upon written request of the employee and a guarantee by that employee that the employee will serve the City for at least one (1) year after the employee returns from such leave. Whenever granted, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations.

Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted if the position is funded, provided that if the position no longer exists or is not funded, the returning employee is to be placed in a position which he/she has demonstrated that he/she can perform effectively while in City service and to which his/her seniority entitled him. Failure on the part of an employee on leave to report promptly at its expiration, shall be considered as a resignation.

34.2 No Leave of absence granted to any employee for any reason shall exceed twelve (12) months.

ARTICLE 35 – PREGNANCY LEAVE

35.1 Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.

35.2 Any employee so medically disabled shall be granted paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.

35.3 Any employee medically disabled as a result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

35.4 Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.

35.5 Parental leave, shall, upon written request to the department head, be granted in six (6) month intervals up to a maximum of two (2) years upon the birth or adoption of a child or upon the serious illness of a child. A written request is required for each six(6) month period. Such request shall not be unreasonably denied. This leave is granted in addition to the sick leave taken pursuant to Article 31.

35.6 During each six (6) month parental leave period, employees shall (a) be allowed to continue the insurance coverage provisions provided by this agreement at their own expense, and (b) accrue seniority for all benefits thereto provided by this agreement.

35.7 Family and Medical Leave shall be granted in accordance with the City's Family and Medical Leave Policy.

ARTICLE 36 – WORKER'S COMPENSATION

36.1 In the event that an employee is required to be absent from work due to a job-related accident, the employee shall be entitled to workers compensation payments pursuant to the State Statute.

36.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation statute shall not reduce the sick leave allowance of the employee, which has been accumulated pursuant to Section 2 of Article 31, "Sick Leave", of this Agreement.

36.3 If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, not to exceed three (3) months in duration, and prepare the employee to return to full duty.

36.4 Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers Compensation Managed Care Plan as modified from time to time by the Plan Administrator and approved by the Workers' Compensation Commissioner.

36.5 Employees on Workers Compensation shall be granted a leave until they have reached maximum medical improvement, unless otherwise provided under this Agreement.

ARTICLE 37 – JURY DUTY

For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and

the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein required for jury duty more often than once in a fiscal year.

VI. MISCELLANEOUS

ARTICLE 38 – CIVIL SERVICE APPLICABILITY

The City and the Association agree that City employees who are covered by the civil service provisions of the City charter shall continue to remain covered by such Civil Service provisions of the City charter except where such provisions are superseded by this contract. This provision shall not be construed to limit or infringe any of the provisions of this contract.

ARTICLE 39 – NONDISCRIMINATION

39.1 During the term of this Agreement, neither party shall discriminate against employees because of race, color, sex, sexual orientation, age, religion, ethnic or national origin, marital status, handicap or union membership in a manner contrary to state or federal law. Any claimed violation of this Article shall be processed through the step prior to arbitration under the grievance procedure. Thereafter, any claimed violation of this Article may be arbitrated if agreed by both parties. Use of the male or female gender in this Agreement is intended to apply equally to the other.

39.2 Any claimed violation of this Article over which the CT Commission on Human Rights & Opportunities and/or the Federal EEOC would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration but will only be arbitrable if both parties so agree in writing.

ARTICLE 40 – COPIES OF THE CONTRACT

Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. The Association is to receive ten (10) signed copies of this Agreement.

ARTICLE 41 – SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provisions.

ARTICLE 42 – TERMINATION

All provisions of this agreement shall be effective as of the first (1st) day of July, 2004 and shall remain in full force and effect until the thirtieth (30th) day of June, 2008. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date.

ARTICLE 43 – APPLICATION TO RETIREES AND OTHERS SEPARATED FROM CITY SERVICE

The provisions of this agreement shall apply equally to all employees who have retired or separated from City service following the expiration of the prior agreement and before the effective date of this agreement, unless otherwise stated herein or agreed by the parties.

ARTICLE 44 – AMERICANS WITH DISABILITIES ACT

Nothing in this agreement shall prohibit the City from taking steps to comply with the requirements of the American with Disabilities Act.

ARTICLE 45 – SUPERVISORY TRAINING

The City shall establish in-house training programs, scheduled annually, to enhance present employees skills, knowledge and abilities to their current position. Such City courses shall include, but not be limited to: Management Skills for New Supervisors, Management Skills for Experienced Supervisors, Sexual Harassment, OSHA required course, computer skills for managers and other courses developed to enhance and improve the supervisory/management skills of City Supervisors.

New Probationary supervisory employees shall be required to complete

Management Skills for New Supervisors course (2 days) within their probationary periods. Experienced supervisor employees shall be encouraged to attend four (4) days (25 hours of courses developed by City supervisors per year.

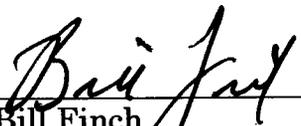
If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training.

The selection of candidates, for training programs, shall be determined by the employee's expression of interest, aptitude, and work record. All requested training shall be approved by employee's Department Head. For qualified applicant, assignments to training will be determined by order of seniority. Probationary supervisory employees shall be provided Management Skills for New Supervisors within their probationary period.

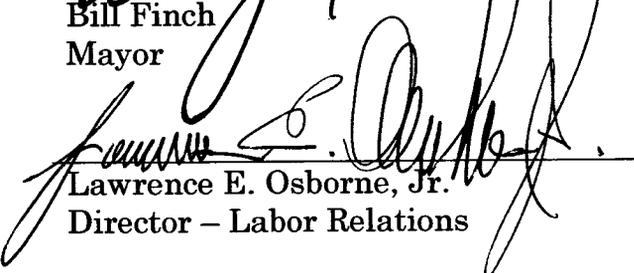
IN WITNESS WHEREOF, the parties have caused their names to be

Signed this 21 day of MAY, 2012.

FOR THE CITY

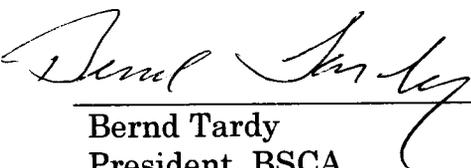


Bill Finch
Mayor



Lawrence E. Osborne, Jr.
Director - Labor Relations

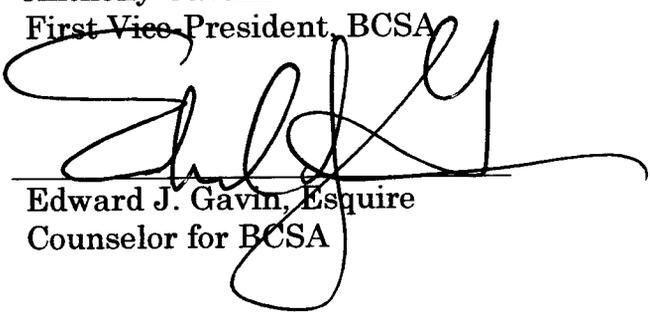
FOR THE UNION



Bernd Tardy
President, BCSA



Anthony Cavalli
First Vice President, BCSA



Edward J. Gavin, Esquire
Counselor for BCSA

EXHIBIT A – JOB TITLES

JOB TITLES

Accountant
Accountant – Nutrition
Accountant – Federal & State Programs
Administrative Assistant
Aids Program Supervisor
Airport Manager
Animal Control Officer
Assistant Building Inspector
Assistant City Clerk
Assistant City Engineer (unaffiliated)
Assistant Comptroller-Financial Information Services
Assistant Comptroller – Payments
Assistant Director – Administrative Services
Assistant Director – Clean & Green
Assistant Director Welfare – Social Services
Assistant Director – Workfare
Assistant Greenskeeper
Assistant Medical Doctor
Assistant Operating Engineer
Assistant Personnel Director
Assistant Purchasing Agent
Assistant Recreation Superintendent
Assistant Registrar of Vital Statistics
Assistant Special Project Manager
Assistant Superintendent of Parks
Assistant Tax Assessor
Assistant Tax Collector
Assistant Town Clerk I
Assistant Town Clerk II
Assistant Stationary Engineer
Assistant Supervisor Shipping & Receiving
Benefits Manager
Branch Librarian
Bridge Superintendent
Budget/Policy Analyst
Building Official
Chemist
Chief Project Manager (40 HRS)
City Engineer

City Planning Assistant
City Planning Engineer
Civil Engineer I
Civil Engineer II
Clinic Coordinator
Clinic Physician
Computer Specialist – Nutrition
Computer System Analyst
Construction Development Manager
Construction Inspector
Custodian IV
Custodial Supervisor I
Custodial Supervisor II
Deputy Director of Housing
Deputy Director of Housing and Community Development
Deputy Housing Code Director
Deputy Housing Code Enforcement Officer
Deputy Director, Neighborhood Revitalization
Deputy Director of Public Works
Deputy Director of Public Facilities
Data Center Manager
Dentist
Deputy Building Official
Deputy Director – Community Development
Deputy Sealer Weights and Measures
Deputy Tax Assessor
Dietitian
Director of Information Technology Services
Director – Department on Aging
Director of Central Grants
Director of Community Development
Director of Construction Administration
Director of Environmental Sanitation
Director of Finance
Director of Lighthouse Program
Director – Office for Persons with Disabilities
Director, Office of Planning
Director of Personnel
Director of Public Health Laboratories
Director of Public Works Maintenance
Director School Maintenance
Director Public Facilities Maintenance
Director of Social Services
Director of Transportation

Director Veteran Affairs
Director, Senior Aides
Director, WIC
Dispensary Doctor
Electrical Inspector
Equipment Mechanic Foreman
Executive Secretary
Financial Office Manager, Special Education
Golf Courses Assistant Manager
Golf Course Manager
Golf Course Superintendent
H.I.V. Counselor
H.I.V. Education Coordinator
Housing Code Enforcement Officer
Immunization Coordinator
Information Services Coordinator
Laboratory Technician II
Landscape Architect
Lead PC Network/Application Analyst
Legal Administrator
Legal Office Manager
Librarian I
Librarian II
Librarian III
Librarian IV
Librarian V
Library Maintenance Manager
Manager of Client Services
Manager of Enterprise Services
Manager of Housing and Community Development
Manager of Human Resources
Manager, Municipal Garage
Manager of Roadway and Park Services
Manager, Support Specialist
Manager, Treatment & Field Operations
Manager of Programming – MICS
Manager of Sanitation, Recycling & Transfer Station
Mechanical Inspector
Nutrition Plant Manager
Office Manager
Operating Engineer
Operational Supervisor of Custodial Services
Operations Coordinator
Para Personnel Assistant

Parent Aide Supervisor
Park Caretaker
Park Foreman
Payroll Manager
Payroll/Benefits Supervisor
Permit Inspector
Personnel Examiner
Personnel Specialist
Plan Reviewer
Planning Director
Prevention Project Coordinator
Printing Foreman
Project Engineer
Project Coordinator – Lead Poison
Project Manager, OPM Management
Project Manager of OPR Systems
Project Manager, ITS
Project Manager, OPED
Program Coordinator
Program Coordinator – Infant Mortality
Program Implementor
Program Nutritionist
Public Health District Supervisor
Public Health Nursing Supervisor
Public Works Foreman I
Public Works Foreman II
Public Works Foreman III
Public Works Traffic Foreman
Purchasing Agent
Records Manager
Recreation Supervisor
Recreation Superintendent
Sanitation Supervisor
Sanitation Superintendent
School Based Health Coordinator
School Lunch Consultant
School Lunch District Supervisor
School Lunch Operations Supervisor
School Lunch Supervisor
School Physician
School Security Director
School Plant Maintenance Supervisor
Senior Zookeeper
Site Coordinator

Site Coordinator/BCSA
Social Service Supervisor
Special Assistant to Director – Cafeteria
Special Project Coordinator
Special Project/Student Intern Supervisor
Sr. Project Manager/Construction
Stationary Engineer
Store Room Supervisor
Staff Coordinator, Human Resources
Superintendent of Operations
Supervising Dental Hygienist
Supervisor/Coordinator of Plan Review
Supervisor , Combined Sewer Overflow
Supervisor Department on Aging
Supervisor of Operations
Supervisor of Park Security
Supervisor of Permits
Supervisor of Shipping & Receiving
Supervising Sanitation
Supervisor of District Operation
Supervisor – School Base Health Center
Supply/Inventory Coordinator
Tax Assessment Engineer
Tax Assessment Professional
Traffic Engineer
Tree Foreman
Tree Climber III
Unit Supervisor
Utilities Manager
Vocational Services Coordinator
Voting Machine Mechanic
Warehouse Supervisor – Nutrition
Zoning Administrator
Zoning Enforcement Officer
Zoo Curator
Zoo Manager

EXHIBIT B – Thirty-Five Hour Per Week Employees

| Name | Department | Title |
|--------------------|----------------------|----------------------------|
| Aiken, Jay | Library | Librarian I |
| Antonelli, Diane | Library | Librarian II |
| Ashe, Wendy | Comptrollers | Accountant |
| Baldwin, Brad | Library | Library Maint.Mgr |
| Bielawa, Michael | Library | Librarian II |
| Blunt, Warren | Environmental Health | Super. Sanitarian |
| Boland, Lucy | Burroughs | Librarian I |
| Bordeaux, Vivian | Library | Librarian I |
| Boyd, Sylvia | Library | Librarian IV |
| Breslow, Sharon | Burroughs | Librarian I |
| Broderick, Andrea | Fed&State Prog. Acct | Accountant |
| Bruno, Bartholomew | Laboratories | Lab Tech. II |
| Buckley, Dennis | Zoning Department | Zoning Enfor. Off |
| Catrone, Constance | Health Department | Super.-School Base Health |
| Clark-Smith, Robin | Health Department | Aids Program Sup. |
| Delucia, Robert | Weights & Measures | Sealer |
| Dillard, Scott | Health | Dentist |
| Ferree, Renate | Library | Librarian III |
| Fisher, Janet | Burroughs | Librarian III |
| Flemming, Susan | Burroughs | Librarian I |
| Flynn, Jane | Library | Librarian I |
| Fontaine, Ronald | Library | Librarian I |
| Gaines, Audrey | Health Depart. | Program Coord. |
| Geoffino, Tina | Burroughs | Librarian III |
| Gerrity, John | Nutrition Center | Special Asst. to Dir. Caf. |
| Grecco, Anthony | Nutrition Center | Sch. Health Cons. |
| Hoyt, Rosemarie | Department on Aging | Director |
| Huczel, Steven | Library | Librarian I |
| Guglielmo, Angela | Library | Librarian II |
| Holloway, James | Public Facilities | Permit Inspector |
| Hoyt, Rosemarie | Depart.of Aging | Director |
| Jacobson, Michele | Library | Librarian I |
| Keegan, Paula | Library | Librarian IV |
| Kurtz, Diane | Library | Librarian III |
| Kwasnik, Stephen | Library | Librarian I |
| Lazration, Herbert | Library | Librarian II |
| Lombard, Irene | Comptrollers | Assist. Compt |
| Marshall, Carol | Library | Librarian I |

| | | |
|---------------------|------------------------|-----------------------------|
| Martin, Ann | WIC | Program Nutrit. |
| Massaria, Linda | Public Facilities | Accountant |
| McCoy, Patricia | Vital Statistics | Assist. Registrar of Voters |
| McNamara, Timothy | Human Resources | Para Pers. Assist. |
| Meade, Michele | Communicable Dises. | Supervisor |
| Micinilio, Pamela | Tax Collector | Accountant |
| Moretti, Arthur | Health Department | Laboratory Tech. Ctr. Mgr. |
| Murphy, Jane | Library | Librarian I |
| Nidoh, Michael | Office of Pan. & Econ. | Plan. Dir |
| Ortiz, Veronica | Social Services | Supervisor |
| Osbon, Ann | Library | Librarian I |
| Palumbo, Anthony | Printing Department | Printer Foreman |
| Pereira, Angelo | Nutrition Center | Warehouse Sup. Nutrition |
| Perez, Hilda | Health Department | HIV Cous. |
| Pires, Jose | BOE Admin. | Fin/OfficeMgr. |
| Ramos, Francisco | Social Services | Unit Super |
| Ricci, John | Airport | Airport Mgr |
| Rodriguez, Alba | Town Clerk | Asst Town Clerk I |
| Rossa, Judith | Library | Librarian I |
| Santini, Eugene | Nutrition Ctr | School Lunch Cons |
| Santos, Deborah | Social Services | Supervisor |
| Sheridan, Eileen | Library | Librarian |
| Skinner, Barry | Engineers | City Engr |
| Soltis, John | Burroughs | Librarian I |
| Sweeney, Nancy | Library | Librar. III |
| Tardy, Bernd | Purchasing | Assistant Purch Agent |
| Van Tuyl, Elizabeth | Library | Librarian I |
| Walker, Patricia | WIC | Office Mgr |
| Williams, Mary | Library | Librarian I |
| Witkowski, Mary | Library | Librarian III |

EXHIBIT C – EMPLOYEES SUBJECT TO CITY HALL HOURS

STIPULATION RE: ALL CITY EMPLOYEES SUBJECT TO CITY HALL HOURS

The City of Bridgeport and the Association hereby agrees as follows:

1. For the life of this contract, City Hall hours will be 9:00 a.m. to 5:00 p.m. inter alia, and one hour for lunch.
2. Any department, including the Board of Education, which now start the work day prior to 9:00 a.m. or end after 5:00 p.m. may continue such starting and/or closing times, but the hours of work of such employees affected thereby, shall be correspondingly adjusted if necessary so that such employees will not be required to regularly work more than their normal hours per week. The City may further adjust such starting and closing times as provided in Article 11 of this Agreement.
3. The Building Department work hours will be from 7:00 a.m. to 4:00 p.m. which includes a one hour unpaid lunch.

EXHIBIT D – OVERTIME

The following supervisory employees shall receive time and one half (1½) for any hours worked in excess of forty (40) hours per week or eight (8) hours per day, provided such work is approved by the appropriate department head:

Custodial Supervisor I
Custodial Supervisor II
Custodian IV
Equipment Mechanic Foreman
Golf Course Superintendent
Labor Foreman
Manager of Roadway and Parks Services
Manager of Sanitation, Recycling and Transfer Station
Park Foreman
Printing Foreman
Public Works Foreman I
Public Works Foreman II
Sanitation Supervisor
Senior Zoo Keeper
Traffic Foreman
Zoo Manager

EXHIBIT E – Distribution of Overtime

The equal distribution of overtime as, stated in the contract should be distributed equally within the budgetary divisions such as but not restricted to:

| | |
|--------------------|---------------------|
| Parks | Roadway Maintenance |
| Recreation | Line & Signs |
| Zoo | Recycling |
| Airport | Sanitation |
| Harbor Master | Maintenance |
| Engineering | Municipal Garage |
| Board of Education | |

EXHIBIT F – Compensatory Time/Flex Time

This exhibit is to set forth the application of the provisions of the City of Bridgeport's (the "City") collective bargaining agreement (the "Contract") with the Bridgeport City Supervisors Association ("BCSA") to the issue of compensatory time and/or flexible work schedules.

General Provisions

1. Any permanent change in the work schedule of an employee or a department which involves employees who are BCSA members ("employees") will require the advance written approval of the Director of Labor Relations. A change which lasts more than 15 working days will be considered permanent.
2. Employees who are considered exempt under the Fair Labor Standards Act are generally expected to work the normal work hours and any additional time necessary to perform their duties. Employees not exempt under the Act will be treated accordingly.
3. No accrual of compensatory time or other time off to be carried on the records for employees will be permitted in excess of a total of thirty (30) days without the prior written approval of the Director of Labor Relations and OPM.
4. No monetary payment shall be made to employees for compensatory time or accrued time-off for work in excess of normal work hours as provided under this memorandum. No compensatory or flexible time off may be granted to or taken by any employee except as provided in this memorandum without the prior written approval of the Director of Labor Relations.
5. Department heads¹ are expected to keep accurate and up-to-date written records of the accrual and usage of time by employees as provided under this memorandum. Records should be maintained on a first-in/first-out basis.

Flex/Compensatory Time

1. The Contract provides for a list of specific positions which will receive monetary payment for overtime hours worked in excess of forty (40) hours in one week. Those positions are set forth in Exhibit D to the Contract. Utilization or payment of overtime for these positions will require the department head to obtain prior written approval of OPM unless otherwise directed in writing by the Director of OPM.
2. The Contract also provides that, "Subject to the approval of the Director of Labor

¹ This limitation applies to all references to department heads

Relations, employees may work a flexible work schedule, provided such approval shall be subject to the condition that the economy and efficiency of operation are not thereby impaired.”

3. A Department head may authorize a flexible work schedule for employees who work in excess of normal work hours and are exempt employees under the Fair Labor Standards Act and not eligible for overtime payments under the Contract subject to the following:
 - a. Employees will only receive compensating time-off for work performed in excess of their normal working hours on a temporary basis if such work has the specific prior written authorization of the department head (or the next higher supervisor who is not a BCSA member if the department head is a BCSA member)². Department heads are expected to exercise sound judgment in granting such approval. Approval should not be granted for minor increases or fluctuations in workload or time required to perform normal responsibilities but reserved for major projects or work requirements of an unusual, emergency or extensive nature which require major additional time for performance.
 - b. Department heads may authorize or require employees to take time off that day or that week to reflect additional hours worked so as to bring the total time worked for the week into conformity to normal work hours. Prior written approval of the department head will be required for such time-off. Approvals shall not be given that adversely affect the operation of the department or its hours. Timesheets should reflect these hours.
 - c. Time off compensation for time worked in excess of normal work hours which is not taken off within the work week may be carried forward, on an hour for hour basis, for up to sixty (60) days with the written approval of the department head. Department heads may not extend such sixty (60) days period except with prior written approval of the Director of Labor Relations. Time which is not utilized within the sixty (60) days period, or such extended period as the Director of Labor Relations may approve, will be forfeited and removed from the books.

² This limitation applies to all references in department heads who are BCSA members.

EXHIBIT G

SUMMARY OF BENEFITS

**Bridgeport City and Board of Education
BP5 - \$20/ \$75/ \$200/ 80 - 20 Copay Plan
OAP Copay – January 1, 2012**



| Annual deductibles and maximums | In-network | Out-of-network |
|--|--|--|
| Lifetime maximum | Unlimited per individual | |
| Coinsurance | You pay 0% Plan pays 100% | You pay 20% Plan pays 80% |
| Maximum Reimbursable Charge <ul style="list-style-type: none"> • Determined based on the lesser of: <ul style="list-style-type: none"> • the health care professional's normal charge for a similar service; or • a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. • In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of: <ul style="list-style-type: none"> • the health care professional's normal charge for a similar service or supply; or • the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. • Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations. | N/A | 200% |
| Calendar year deductible | Individual None Family None | Individual None Family None |
| Calendar year out-of-pocket maximum | Individual None Family None | Individual \$1,000 Family \$2,000 |
| Benefits | In-network | Out-of-network |
| Physician services | | |
| Office visit | | |
| <ul style="list-style-type: none"> • Primary Care Physician | You pay \$20 per visit | You pay 20% Plan pays 80% |
| <ul style="list-style-type: none"> • Specialist | You pay \$20 per visit | You pay 20% Plan pays 80% |



| Annual deductibles and maximums | In-network | Out-of-network |
|---|---|---|
| Physician services (hospital) <ul style="list-style-type: none"> In hospital visits and consultations Inpatient Outpatient | Inpatient services No Charge Outpatient services No Charge | You pay 20% Plan pays 80% |
| Surgery (in a physician's office) | You pay \$20 per visit | You pay 20% Plan pays 80% |
| Allergy Services | You pay \$20 per visit | You pay 20% Plan pays 80% |
| Preventive care | | |
| Children (through age 2) <ul style="list-style-type: none"> Immunizations are covered at no charge. | No charge | You pay 20% Plan pays 80% |
| Adults and children (age 3 and older) <ul style="list-style-type: none"> Immunizations are covered at no charge. | No charge | You pay 20% Plan pays 80% |
| Mammogram, PSA, Pap Smear <ul style="list-style-type: none"> Associated wellness exam subject to the office visit copay. | No Charge | You pay 20% Plan pays 80% |
| Hearing Exams to age 18 | You pay \$20 per visit | You pay 20% Plan pays 80% |
| Routine Eye Exam Limited to one per calendar year Excludes refractions | You pay \$20 per visit | You pay 20% Plan pays 80% |
| Inpatient hospital facility services | | |
| Semi-private room and board and other non-physician services <ul style="list-style-type: none"> Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc. | \$200 copay per admission | \$200 deductible, then you pay 20%, Plan pays 80% |
| Inpatient Professional Services <ul style="list-style-type: none"> For services performed by surgeons, radiologists, pathologists and anesthesiologists | No Charge | You pay 20% Plan pays 80% |
| Outpatient services | | |
| Outpatient surgery (facility charges) | You pay \$20 per visit | You pay 20% Plan pays 80% |



| Annual deductibles and maximums | In-network | Out-of-network |
|---|-------------------------------------|-------------------------------------|
| Outpatient Professional Services <ul style="list-style-type: none"> For services performed by surgeons, radiologists, pathologists and anesthesiologists | No Charge | You pay 20% Plan pays 80% |
| Physical, occupational, and chiropractic therapy <ul style="list-style-type: none"> 30 days per calendar year for all therapies combined Includes physical therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy Includes chiropractic therapy (Includes chiropractors) | You pay \$20 per visit | You pay 20% Plan pays 80% |
| Speech Therapy <ul style="list-style-type: none"> 60 days per calendar year | You pay \$20 per visit | You pay 20% Plan pays 80% |
| Cardiac Rehabilitation <ul style="list-style-type: none"> Unlimited days per calendar year | You pay \$20 per visit | You pay 20% Plan pays 80% |
| Lab and X-ray | | |
| Lab and X-ray <ul style="list-style-type: none"> Physician's office Outpatient hospital facility Emergency room Independent x-ray and/or lab facility Independent x-ray and/or lab facility as part of an ER visit | No Charge | You pay 20% Plan pays 80% |
| Advanced radiological imaging <ul style="list-style-type: none"> MRI, MRA, CT Scan, PET Scan, etc. Inpatient hospital facility, outpatient hospital facility, emergency room, urgent care facility or physician's office | No Charge | You pay 20% Plan pays 80% |
| Emergency and urgent care services | | |
| Hospital emergency room <ul style="list-style-type: none"> Includes radiology, pathology and physician charges Emergency copay waived if admitted | You pay a \$75 copay then no charge | You pay a \$75 copay then no charge |
| Ambulance | No Charge | |
| Urgent care services <ul style="list-style-type: none"> Urgent care copay waived if admitted | \$20 copay per visit | \$20 copay per visit |
| Other health care facilities | | |
| Skilled nursing facility, rehabilitation hospital and other facilities <ul style="list-style-type: none"> Combined 60 days per calendar year | No Charge | You pay 20% Plan pays 80% |
| Home health care <ul style="list-style-type: none"> Unlimited days per calendar year | No Charge | You pay 20% Plan pays 80% |



| Annual deductibles and maximums | In-network | Out-of-network |
|--|--|--|
| Hospice Inpatient services Outpatient services | No Charge No Charge | You pay 20% Plan pays 80% You pay 20% Plan pays 80% |
| Other health care services | | |
| Durable medical equipment <ul style="list-style-type: none"> Unlimited calendar year maximum | No Charge | You pay 20% Plan pays 80% |
| External prosthetic appliances (EPA) <ul style="list-style-type: none"> Unlimited calendar year maximum Includes foot orthotics Includes Wigs | No Charge | You pay 20% Plan pays 80% |
| Hearing Aid for children to age 12 <ul style="list-style-type: none"> \$1,000 calendar year maximum | No Charge | You pay 20% Plan pays 80% |
| Acupuncture | You pay \$20 per visit | Not covered |
| Naturopathy Services | You pay \$20 per visit | You pay \$20 deductible per visit, then plan pays 100% |
| TMJ, surgical and non-surgical <ul style="list-style-type: none"> Office visits Inpatient hospital facility Outpatient facility Physician services | Cost and reimbursement vary based on the facility in which it is performed | Cost and reimbursement vary based on the facility in which it is performed |
| Oral Surgery <ul style="list-style-type: none"> Limited to removal of bony impacted teeth including wisdom teeth Physician's Office Inpatient Facility Outpatient Surgical Facility Physician's Services | Cost and reimbursement vary based on the facility in which it is performed | You pay 20% Plan pays 80% |
| Infertility <ul style="list-style-type: none"> Office visit for testing, treatment and artificial insemination Inpatient hospital facility Outpatient hospital facility Physician services Surgical treatment limited to procedures to correct infertility Excludes IVF, GIFT and ZIFT | Cost and reimbursement vary based on the facility in which it is performed | Cost and reimbursement vary based on the facility in which it is performed |



| Annual deductibles and maximums | In-network | Out-of-network |
|---|---|---|
| Family planning <ul style="list-style-type: none"> • Office visits • Inpatient hospital facility • Outpatient facility • Physician services • Surgical services such as tubal ligation or vasectomy are covered (excluding reversals). • Includes contraceptive devices | <p>Cost and reimbursement vary based on the facility in which it is performed</p> | <p>Cost and reimbursement vary based on the facility in which it is performed</p> |
| Oxygen | <p>No Charge</p> | <p>No Charge</p> |
| Mental health and substance abuse services | | |
| <p>Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:</p> <ul style="list-style-type: none"> • Substance Abuse includes Alcohol and Drug Abuse services. • Transition of Care benefits are provided for a 90-day time period. | | |
| Inpatient mental health services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum. | <p>\$200 copay per admission</p> | <p>\$200 deductible, then you pay 20%, Plan pays 80%</p> |
| Outpatient mental health physician's office services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. | <p>You pay \$20 per visit</p> | <p>You pay 20% Plan pays 80%</p> |
| Outpatient mental health outpatient facility services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. • This includes group therapy mental health and intensive outpatient mental health | <p>You pay \$20 per visit</p> | <p>You pay 20% Plan pays 80%</p> |
| Inpatient substance abuse services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum. | <p>\$200 copay per admission</p> | <p>\$200 deductible, then you pay 20%, Plan pays 80%</p> |
| Outpatient substance abuse - physician's office services <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. | <p>You pay \$20 per visit</p> | <p>You pay 20% Plan pays 80%</p> |



| Annual deductibles and maximums | In-network | Out-of-network |
|--|--|--------------------------------------|
| <p>Outpatient substance abuse outpatient facility services</p> <ul style="list-style-type: none"> • Unlimited days per calendar year • Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum. • This includes intensive outpatient substance abuse | <p>You pay \$20 per visit</p> | <p>You pay 20% Plan pays 80%</p> |
| Prescription drugs | | |
| Pharmacy coverage | <p>Pharmacy benefits not provided by CIGNA</p> | |



Definitions

Deductible – The amount you need to pay before your plan starts paying benefits.

Coinsurance – After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.

Copay – A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

Out-of-pocket – The amount you need to pay each year before your plan starts paying benefits (may or may not include your deductible).

Place of service – Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

Exclusions

What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Services provided through government programs
- Services that aren't medically necessary
- Experimental, investigational or unproven services
- Services for an injury or illness that occurs while working for pay or profit including services covered by worker's compensation benefits
- Cosmetic services
- Dental care, unless due to accidental injury to sound natural teeth
- Reversal of sterilization procedures
- Genetic screenings
- Non-prescription and anti-obesity drugs
- Custodial and other non-skilled services
- Weight loss programs
- Hearing aids unless otherwise noted in the schedule of benefits.
- Treatment of sexual dysfunction
- Travel immunizations
- Telephone, email and internet consultations in the absence of a specific benefit
- Eyeglass lenses and frames, contact lenses and surgical vision correction

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

"CIGNA," "CIGNA HealthCare" and the "Tree of Life" logo are registered service marks of CIGNA Intellectual Property, Inc., licensed for use by CIGNA Corporation and its operating subsidiaries. All products and services are provided exclusively by such operating subsidiaries and not by CIGNA Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. In Arizona, HMO plans are offered by CIGNA HealthCare of Arizona, Inc. In California, HMO plans are offered by CIGNA HealthCare of California, Inc. In Connecticut, HMO plans are offered by CIGNA HealthCare of Connecticut, Inc. In Virginia, HMO plans are offered by CIGNA HealthCare Mid-Atlantic, Inc. In North Carolina, HMO plans are offered by CIGNA HealthCare of North Carolina, Inc. All other medical plans in these states are insured or administered by Connecticut General Life Insurance Company.

Additional Information

| Additional benefit information | In-network | Out-of-network |
|---|---|--|
| <p>Pre-admission certification – continued stay review (PHS)</p> <ul style="list-style-type: none"> • Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified. • Benefits are denied for any additional days not certified by CIGNA Healthcare. | Coordinated by provider/PCP | Employee is responsible for contacting CIGNA Healthcare. A \$100 penalty is applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission |
| <p>Case management</p> | Coordinated by CIGNA HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life. | |
| <p>MH/SA Service Specific Administration</p> | <p>Partial Hospitalization, Residential Treatment and Intensive Outpatient Programs:</p> <ul style="list-style-type: none"> • <i>Partial Hospitalization:</i> The coinsurance level for partial hospitalization services is the same as the coinsurance level for inpatient MH/SA services. • <i>Standard for Residential Treatment:</i> Subject to the plan's inpatient MH/SA benefit. Coverage only if approved through CIGNA Behavioral Health Case Management. • <i>Intensive Outpatient Program (IOP):</i> Benefit is the same as outpatient visits. Coverage only if approved through CIGNA Behavioral Health Case Management. | |
| <p>Annual reinstatement</p> | Not included | |
| <p>Multiple surgical reduction</p> <ul style="list-style-type: none"> • Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery. | Included | Included |
| <p>Bereavement counseling - inpatient services</p> | Paid the same as inpatient hospice facility | Paid the same as inpatient hospice facility |
| <p>Bereavement counseling – outpatient services</p> | Paid the same as outpatient hospice facility | Paid the same as outpatient hospice facility |
| <p>Maternity care services</p> <ul style="list-style-type: none"> • Federal maternity - employee, all dependants | Cost and reimbursement vary based on the facility in which it is performed | Cost and reimbursement vary based on the facility in which it is performed |
| <p>Abortion</p> <ul style="list-style-type: none"> • Provides elective and non-elective coverage | Cost and reimbursement vary based on the facility in which it is performed | Cost and reimbursement vary based on the facility in which it is performed |
| <p>Organ transplant</p> <ul style="list-style-type: none"> • Travel maximum \$10,000 per transplant (only available in-network) | Cost and reimbursement vary based on the facility in which it is performed | Cost and reimbursement vary based on the facility in which it is performed with no transplant maximums |

| Additional benefit information | In-network | Out-of-network |
|--|--|--|
| Dental care <ul style="list-style-type: none"> Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth | Cost and reimbursement vary based on the facility in which it is performed | Cost and reimbursement vary based on the facility in which it is performed |
| Routine foot disorders | Not covered | Not covered |
| Included Health and Wellness Programs | | |
| Well Aware program for better health <ul style="list-style-type: none"> Diabetes included Cardiac included Asthma included Low back pain included COPD – Chronic Obstructive Pulmonary Disease included Weight complications excluded Depression excluded Targeted conditions excluded | | |
| Health Advisor <ul style="list-style-type: none"> Health Advisor excluded Health Advisor Personal Health Team (PHT) excluded Health Advisor Core/CIGNA Choice Fund Health Advisor excluded Behavioral Coaching excluded CIGNA Well Informed excluded | | |
| IPHT (Integrated Personal Health Team) <ul style="list-style-type: none"> A co-located team of health advocates providing total health management for the entire population through one phone number – from healthy to acute. Telephone coaching, online self-service tools, and print materials support this fully integrated approach to improving and maintaining health. | | Not Included |
| Chronic Condition Support (CCS) <ul style="list-style-type: none"> Holistic health support for those with a chronic health condition. | | Not Included |
| eVisits | | Not Included |

Exclusions

What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an illness or injury which is due to war, declared or undeclared.
- Charges for which you are not obligated to pay or for which you are not billed or would not have been billed except that you were

Revised July, 2011

Exclusions

covered under this Agreement.

- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: Not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or The subject of review or approval by an Institutional Review Board for the proposed use, except as provided in the "Clinical Trials" section of "Covered Services and Supplies;" or The subject of an ongoing phase I, II or III clinical trial, except as provided in the "Clinical Trials" section of "Covered Services and Supplies."
- Cosmetic Surgery and Therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
- The following services are excluded from coverage regardless of clinical indications: Dance therapy, movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental x-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
- Court ordered treatment or hospitalization, unless such treatment is being sought by a Participating Physician or otherwise covered under "Covered Services and Supplies."
- Reversal of male and female voluntary sterilization procedures.
- Transsexual surgery, including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
- Medical and hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under the Agreement.
- Non-medical counseling or ancillary services, including, but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return-to-work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays or mental retardation.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including, but not limited to routine, long-term or maintenance care which is provided after the resolution of the acute medical problem.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Inpatient Hospital Services," "Outpatient Facility Services," "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of "Covered Services and Supplies."
- Private hospital rooms and/or private duty nursing except as provided in the Home Health Services section of "Covered Services and Supplies".
- Personal or comfort items such as personal care kits provided on admission to a hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of illness or injury.

Exclusions

- Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
- Aids or devices that assist with non-verbal communications, including, but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
- Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in "Covered Services and Supplies."
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantation genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically-linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Healthplan Medical Director's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae are excluded, except for infant formula needed for the treatment of inborn errors of metabolism.
- Expenses incurred for medical treatment by a person age 65 or older, who is covered under this Agreement as a retiree, or his Dependents, when payment is denied by the Medicare plan because treatment was not received from a Participating Provider of the Medicare plan.
- Expenses incurred for medical treatment when payment is denied by the Primary Plan because treatment was not received from a Participating Provider of the Primary Plan.
- Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail & Internet consultations and telemedicine.
- Massage Therapy

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

Exhibit H – Vision Plan

VISION CARE BENEFITS FOR CITY OF BRIDGEPORT

Welcome to VSP Vision Care. Your VSP vision benefit offers you the best in eye care and eyewear.

PERSONALIZED CARE: A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

EYEWEAR: Choose the eyewear that's right for you and your budget. From classic styles to the latest designer frames, you'll find the eyewear that's right for you and your family.

CHOICE OF PROVIDERS: With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider.

USING your VSP benefit is easy.

- Find the right eyecare provider for you. To find a VSP doctor, visit vsp.com or call 800-877-7195.
- Review your benefit information. Visit vsp.com to review your plan coverage before your appointment.
- At your appointment, tell them you have VSP. There's no ID card required.

Your Coverage with a VSP Doctor

| Your Coverage with a VSP Doctor | |
|---|-----------------|
| WellVision Exam – Focuses on your eye health and overall wellness | |
| • \$20.00 copay | Every 12 months |
| Prescription Glasses | |
| • \$30.00 copay | Every 12 months |
| Lenses..... | Every 12 months |
| • Single vision, lined bifocal and lined trifocal lenses | |
| • Polycarbonate lenses for dependent children | |

Frame.....Every 24 months

- \$105 allowance for a wide selection of frames
20% off amount over your allowance-

-OR-

Contact Lens care

No copay applies.....every 12 months

\$105.00 allowance for contacts and the contact lens exam (fitting and evaluation)
Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of lenses.

Extra Discounts and Savings

Glasses and Sunglasses

- Average 35-40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision exam

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

Laser Vision Correction

- Average 15% off the regular price of 5% off the promotional price.
Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

Your Coverage with Other Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

| | |
|----------------------------|----------------|
| Exam..... | Up to \$40.00 |
| Single Vision Lenses..... | Up to \$40.00 |
| Lined Bifocal Lenses..... | Up to \$60.00 |
| Lined Trifocal Lenses..... | Up to \$80.00 |
| Frame | Up to \$45.00 |
| Contacts..... | Up to \$105.00 |

Exhibit I – Translation Table for Previous CBA Article #'s

| Previous Article # - 1999-2003 contract | New Article # - Title (2004-2008 contract) |
|---|--|
| | I. THE UNION AND UNION SECURITY |
| 1 | Article 1 – Recognition |
| 3 | Article 2 – Check-off |
| 5 | Article 3 - Top Seniority |
| 8 | Article 4 - Seniority |
| 9 | Article 5 - Lay-Off and Recall |
| 32 | Article 6 - Bargaining Unit |
| 33 | Article 7- Association Activities |
| 34 | Article 8 - Bulletin Boards |
| | II. MANAGEMENT AND THE WORK PLACE |
| 2 | Article 9 - Management Rights |
| 4 | Article 10- Sub-Contract |
| 7 | Article 11- Hours of Work and Overtime |
| 10 | Article 12 - Disciplinary Procedure |
| 11 | Article 13 - Grievance and Arbitration Procedure |
| 28 | Article 14 - Transfers |
| 29 | Article 15 - Shift Preference |
| 30 | Article 16 - Rest Periods |
| 44 | Article 17 – Drug Testing |
| | III. MONETARY PAYMENTS |
| 12 | Article 18 - Wages |
| 14 | Article 19 - Call Back Pay |
| 15 | Article 20 - Longevity |
| 16 | Article 21 - Night Bonus |
| 38 | Article 22 - Retro-Active Payments |
| 40 | Article 23 - Public Health Nursing Supervisors |
| 41 | Article 24 – Payment of Tuition |
| | IV. BENEFITS |
| 19 | Article 25 - Insurance |

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| 20 | Article 26 - Pension Plan |
| 39 | Article 27 - Employee Assistance Program (EAP) |
| 17 | Article 28 - Wearing Apparel |
| | |
| | V. HOLIDAYS AND LEAVES |
| 6 | Article 29 - Holidays |
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| 21 | Article 31 - Sick Leave |
| 22 | Article 32 - Personal Leave |
| 23 | Article 33 - Bereavement Leave |
| 24 | Article 34 - Leaves of Absences |
| 25 | Article 35 - Pregnancy Leave |
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| 27 | Article 37 - Jury Duty |
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| | VI. MISCELLANEOUS |
| 13 | Article 38 - Civil Service Applicability |
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| 35 | Article 40 - Copies of Contract |
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| 42 | Article 43 - Application to Retirees and Others Separated From City Service |
| 43 | Article 44 - Americans with Disabilities Act |
| 45 | Article 45 - Supervisory Training |



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

DONALD C. EVERSLEY
Director of
Planning and
Economic Development

MICHAEL P. NIDOH
Director of Planning

June 11, 2012

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

RE: Request for the Discontinuance of a Portion of Shell Street

Dear Honorable Councilpersons:

The City of Bridgeport desires to discontinue the portion of Shell Street (see attached map) between St. Stephen's Road and Ocean Terrace for the purpose of enhancing the acreage of Longfellow Park (a.k.a. Cal Ripken, Jr. Park). Providing recreational space for the residents of the city is a goal of the 2010 Master Plan of Conservation & Development.

Together with the planned park improvements resulting from the implementation of the recreational project being sponsored by the Cal Ripken Jr. Foundation, the additional acreage from this street abandonment will further enhance the open space and recreational facilities within both the neighborhood and the city in general.

The Office of Planning & Economic Development ("OPED") has filed a C.G.S. Sec. 8-24 request with the Planning & Zoning Commission and this item should be heard at their June 25, 2012 meeting.

Utility easements for any and all underground or overhead utilities that will remain within this right-of-way will be established as a part of this street abandonment process.

OPED, in conjunction with the Department of Public Facilities ("DPF"), respectfully requests an **"approval"** of the attached City Council Resolution regarding this discontinuance of a portion of Shell Street as described above and the subsequent referral of this item to the Board of Appraisal, Benefits & Damages ("BABD") for final disposition of the land area resulting from this discontinuance of a portion of Shell St..

RECEIVED
CITY CLERK'S OFFICE
JUN 12 12 21 PM

City staff will be present at your regularly scheduled Public Safety & Transportation Committee ("PS&TC") meeting to discuss this item and answer any questions that you may have regarding this request.

In the interim, should you have any question of me regarding this item, please feel free to contact me at michael.nidoh@bridgeportct.gov or via phone at 203.576-7191.

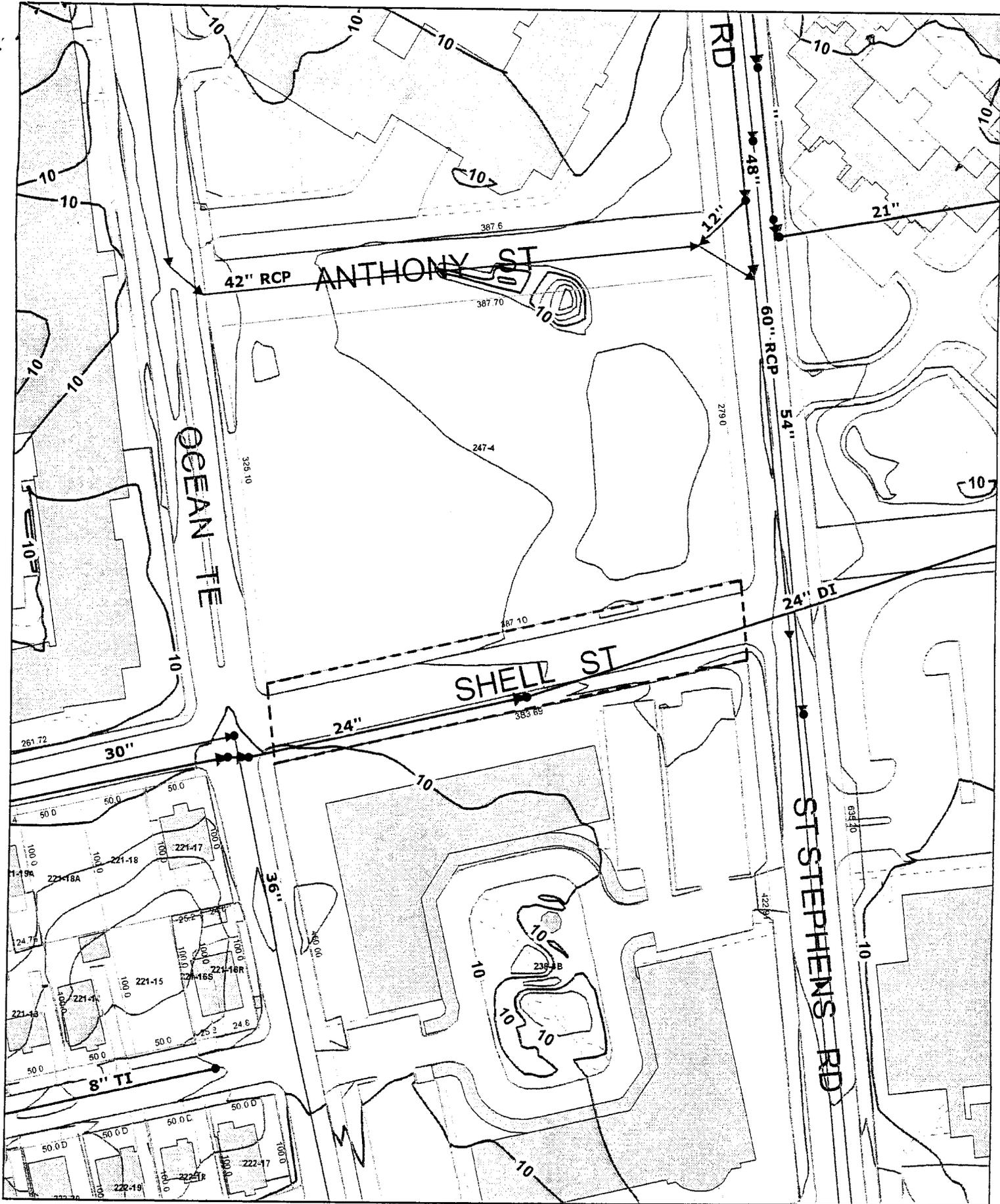
Sincerely,



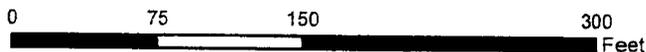
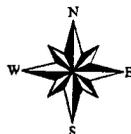
Michael P. Nidoh
Director of Planning

Attachment: (2)

Pc: Andrew Nunn – CAO (w/ attachment)
Donald Eversley – OPED (w/ attachment)
Charles Carroll – Public Facilities (w/ attachment)
Atty. Ron Pacacha – Office of the City Attorney (w/ attachment)
Adam Wood – Office of the Mayor (w/ attachment)
Jon Urquidi – Office of the City Engineer (w/ attachment)



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 or data furnished hereunder.

**RESOLUTION OF THE BRIDGEPORT CITY COUNCIL
REGARDING THE DISCONTINUANCE OF
A PORTION OF SHELL STREET
BETWEEN OCEAN TERRACE AND ST. STEPHEN'S ROAD
FOR THE PURPOSE OF
ENHANCING LONGFELLOW PARK (A.K.A. CAL RIPKEN, JR. PARK)**

WHEREAS, the City of Bridgeport ("City") desires to discontinue a portion of Shell Street between Ocean Terrace and St. Stephen's Road (see attached map) for the purpose of enhancing the abutting Longfellow Park a.k.a. Cal Ripken, Jr. Park; and

WHEREAS, the City, in conjunction with the Cal Ripken, Jr. Foundation, have entered into an agreement to make various improvements (i.e. synthetic turf field, baseball dugouts, walking track, etc.) to this recreational space; and

WHEREAS, the City is seeking to discontinue the portion of the public right-of-way known as Shell Street that abuts this recreational facility for the purpose of further enhancing this facility with the additional acreage; and

WHEREAS, the Office of Planning & Economic Development ("OPED"), in conjunction with the Department of Public Facilities ("DPF"), has been charged with processing the City's petition regarding this street abandonment; and

WHEREAS, OPED has sought a C.G.S. Sec. 8-24 Report on the proposed street abandonment from the Bridgeport Planning & Zoning Commission that will meet on June 25, 2012 to issue said report; and

WHEREAS, the proposed enhancement of the Longfellow Park/Cal Ripken, Jr. Park project will provide improved and added recreational facilities for the residents of the Black Rock neighborhood and the City of Bridgeport in general; and

WHEREAS, the anticipated recreational benefits resulting from the proposed street abandonment and the subsequent park improvements are in the best interests of the City of Bridgeport.

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council hereby approves the street abandonment of the portion of Shell Street as described above and that the Mayor or his designee is further authorized to execute any and all documentation necessary to comply with the intent of this resolution.

BE IT FURTHER RESOLVED, that the Bridgeport City Council refers this item to the Board of Appraisal, Benefits and Damages for final disposition of the assets.

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

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

June 13, 2012

Ms. Fleeta Hudson, City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

COMM. #101-11 Referred to ECD&E Committee
on 06/18/2012

Re: Submission For City Council Meeting Agenda June 18, 2012

Proposal to Grant Easement For Transformer on Property
Occupied by Cesar Batalla Elementary School to Facilitate
Clinton Commons Affordable Housing Project,
75-101 Clinton Avenue, Bridgeport

REC'D
2012 JUN 13 P 3:51
OFFICE

Dear Fleeta:

Please find enclosed a proposed resolution for the granting of an easement in support of the Clinton Commons Affordable Housing Project on the property occupied by the Cesar Batalla Elementary School.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By: _____

Ronald J. Pacacha
Associate City Attorney

Encl.

**Resolution of the City Council
Concerning a Utility Easement
at the
Cesar Batalla Elementary School
606 Howard Avenue**

WHEREAS, the City of Bridgeport (“City”) is the owner of the property at 606 Howard Avenue on which the Cesar Batalla Elementary School (“School”) is located; and

WHEREAS, the City has transferred use of the School site to the Bridgeport Board of Education (“BOE”) for educational purposes to operate the School; and

WHEREAS, POKO Partners (“Developer”) is in the process of constructing adjacent to the School the Clinton Commons Housing Development, a 30+-unit affordable housing project at 75 – 101 (#91) Clinton Avenue (“Development”);

WHEREAS, United Illuminating Co. has informed the Developer that the electrical transformer and pad (“Transformer”) needed to serve the Development cannot be constructed on the Development site due to lack of space and because to do so will cause financial hardship detrimental to the success of the Development (See the “Schematic Site Plan” attached as Exhibit “A”); and

WHEREAS, the City supports the Development as being in the best interests of its citizens because the Development will provide much needed affordable housing in Bridgeport; and the City wishes to provide an approximately 342 square foot utility easement (18’ x 18’) to allow the Transformer to be constructed and maintained by the Developer on School property (the “Easement”); and

WHEREAS, the only location available that abuts the site of the Development and meets the siting requirements for the Transformer is in a remote corner of the School property that will be fenced and landscaped to isolate it from school activities; and

WHEREAS, the City is in the process of requesting the consent of the BOE to allow the Transformer to be placed on School property; and

WHEREAS, the City is in the process of requesting a favorable report from the Planning & Zoning Commission pursuant to the provisions of Section 8-24 of the Connecticut General Statutes (“8-24 Report”); and

WHEREAS, the Project will be enclosed by a six (6’) foot fence (similar to the existing School fence) separating the Easement area from activities on School property, will be set back from the fence line six (6’) feet; will have no service access from the School property and will otherwise conform to the requirements of the Planning & Zoning Commission and to such other health,

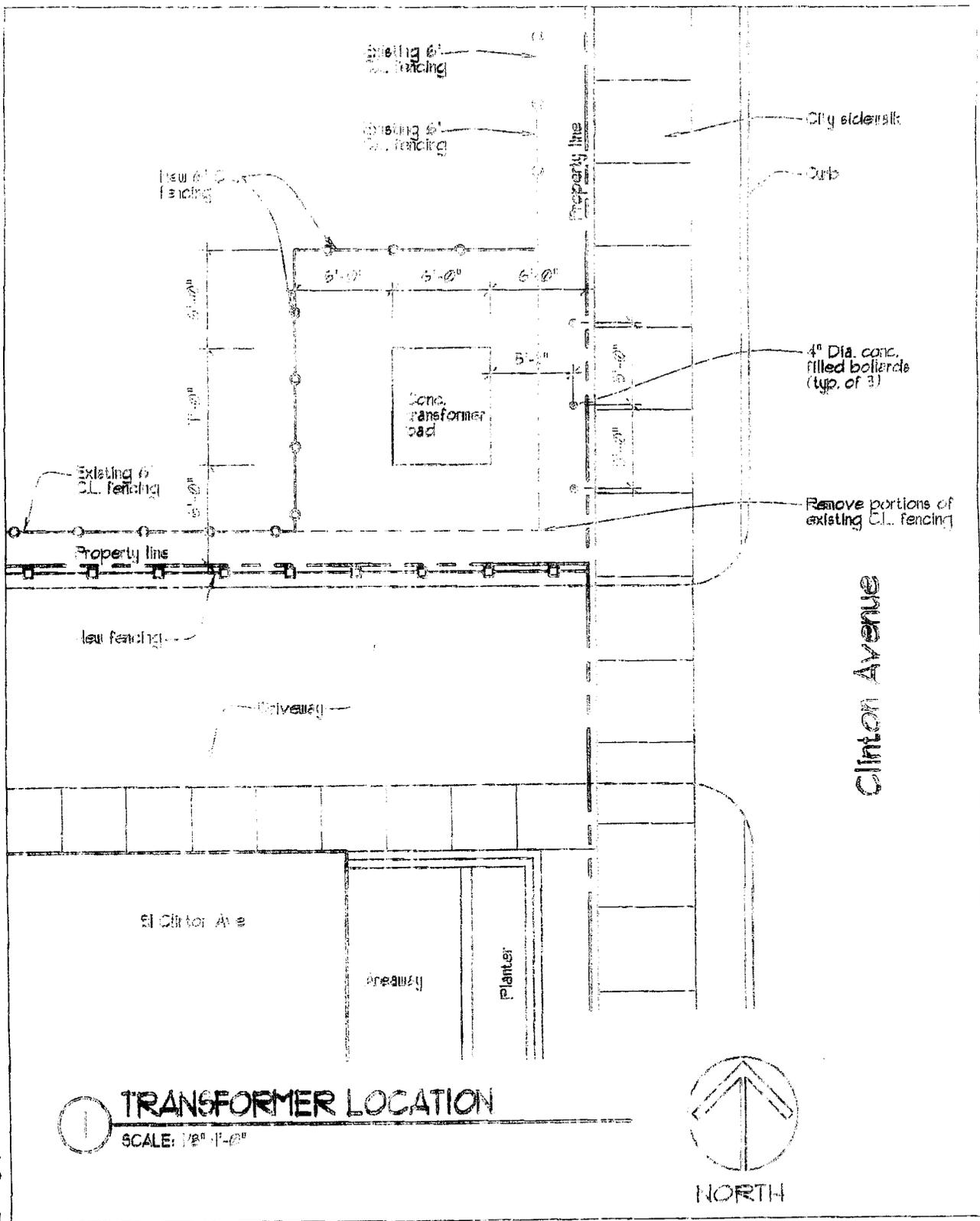
safety and security requirements as the City or the BOE may reasonably require from time to time; and

WHEREAS, the construction of the Transformer and its future maintenance will comply with all applicable laws and will not interfere with any School activities or present any health, safety or security hazards.

NOW, THEREFORE, BE IT RESOLVED:

THAT the City agrees to grant the Easement to the Developer, subject to a favorable 8-24 Report from the Planning & Zoning Commission and further subject to BOE approval, for purposes of serving the Development and authorizes the Mayor or his designee to take all other necessary actions and do all other necessary things in furtherance of and consistent with this resolution.

Z:\Projects\ClintonAve_Bridgeport\Construction\Sketches\SK--#4 Transformer Pad\SK--4 Transformer Pad.dwg, 3/6/2012 9:19:07 AM, dgoslin



Clinton Commons

91 Clinton Ave. Bridgeport, CT

Use with sheet: C-3

Scale: 1/8" = 1'-0"

Crosskey Architects
 LLC
 One Union Place, Hartford, CT 06103

T: (860) 724-3500
 F: (860) 724-3915
 Drawn: EG
 Date: Mar. 6, 2012
 Copyright © 2012
 Crosskey Architects, LLC

SK-4

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

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Ronald J. Pacacha

Lisa R. Trachtenburg

Ms. Fleeta Hudson, City Clerk

City of Bridgeport

45 Lyon Terrace

Bridgeport, CT 06604

Comm. #102-11 Referred to ECD&E Committee
On 06/18/2012



June 13, 2012

ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano

R. Christopher Meyer

Edmund F. Schmidt

Eroll V. Skyers

Telephone (203) 576-7647

Facsimile (203) 576-8252

2012 JUN 13 P 3:53
OFFICE

Re: Interlocal Agreement Between the Steel Point Infrastructure Improvement District and the City of Bridgeport For the Construction and Maintenance of Eligible Public Improvements, The Administration of District Operations and the Use of Tax Revenues

Dear Fleeta:

Please find enclosed the Interlocal Agreement described above for inclusion in the City Council agenda for the meeting to be held on June 18, 2012.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By:

Ronald J. Pacacha
Associate City Attorney

Cc: Mayor Bill Finch
Council President Thomas McCarthy
Ms. Lydia N. Martinez, Co-Chair, ECDE
Ms. M. Evette Brantley, Co-Chair, ECDE

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and executed this ____ day of July, 2012 by and between the City of Bridgeport, Connecticut (the "City"), a municipal corporation organized and existing under the laws of the State of Connecticut, and Steel Point Infrastructure Improvement District (the "District"), a district located wholly within the City and established pursuant to Public Act No. 05-289 of the 2005 Session of the Connecticut General Assembly, as amended by Public Act No. 07-196 of the 2007 Session of the Connecticut General Assembly, as may be amended from time to time (the "Act").

WITNESSETH:

WHEREAS, as a condition precedent to the issuance of the Bonds (as defined herein), Section 2 of the Act and Section 4.5 of the Development Agreement (as defined herein) require that the City and District execute and deliver this Agreement; and

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the City and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to Sections 7-339a through 7-339l of the General Statutes of Connecticut, Revision of 1958, as amended (the "Interlocal Act"); and

WHEREAS, the District Property (as defined herein) contains all lands within the boundaries of the District and is located entirely within the boundaries of the City; and

WHEREAS, Section 2(b)(2) of the Act provides that the District may be established for any of the following purposes: to extinguish fires, to light streets, to plant and care for shade and ornamental trees, to plan, lay out, acquire, construct, maintain and finance roads, sidewalks, crosswalks, drains, sewers and sewage treatment facilities, parking facilities, open space, bulkhead repairs, dredging and construction, environmental remediation and other infrastructure improvements and to acquire, construct, maintain and regulate the use of recreational facilities, to plan, lay out, acquire, construct, reconstruct, repair, maintain, supervise and manage a flood or erosion control system, to plan, lay out, acquire, construct, maintain, operate, finance and regulate the use of a community water system (collectively, the "Authorized Improvements"); and

WHEREAS, the District, after an approving vote of the District voters, was created on February 23, 2012 pursuant to the Act for the purpose of planning, acquiring, constructing, and/or financing the District Improvements (as defined below); and

WHEREAS, in connection with the development of the District Property, the District may elect to contract with the Developer (as defined herein) for the construction of various Authorized Improvements, including, but not limited to, sewers and sewer lines, traffic services improvements including new roadways, parking garages, bulkheads, parks, public promenades, gardens, shade trees and public spaces within the District Property, all as more particularly described in Schedule A (the "District Improvements") attached to this Agreement, for the joint use and benefit of the District and the City pursuant to the Act and the Interlocal Act; and

WHEREAS, the District Improvements are comprised of several phases of development consisting of public improvements to Upland Phase I Parcel (as defined herein), Upland Phase II Parcel (as defined herein), Upland Phase III Parcel (as defined herein), and the Waterfront Parcel (as defined

herein), as more particularly described in Schedule B-1, Schedule B-2, Schedule B-3, and Schedule B-4 attached hereto; and

WHEREAS, a portion of the District Improvements will be financed with the proceeds of the Bonds (the "Bond Funded District Improvements"), a portion of the District Improvements will be financed by advances from the Developer (the "Developer Funded Advances"), and a portion of the District Improvements will be financed by grants or other sources of capital as may be available from time to time; and

WHEREAS, the District Improvements are not capital projects of the City, the District Improvements will not be funded with capital funds of the City and the City will have no financial or other obligations with respect to the funding, construction, maintenance, repair or replacement of the District Improvements except as otherwise may be specified as described herein or, in the Development Agreement; and

WHEREAS, Bridgeport Landing Development, LLC, a Florida limited liability company, or one or more of its permitted assignees or transferees (collectively, the "Developer"), intends to master develop a mixed-use development upon the District Property to be known as Steel Point Landing, also known as Steel Pointe Harbor Development or Steelpointe Harbor Development (the "Development") and without construction of the District Improvements, the Development cannot be built; and

WHEREAS, upon completion, the Development is expected to contain a new pedestrian-oriented urban neighborhood containing a mix of uses permitted by the General Development Plan adopted for and governing the permitted uses in the District, including retail, entertainment, office, residential, hotel, conference center, marina, yacht club, various marine related uses and a public promenade; and

WHEREAS, the Development is expected to stimulate economic development and growth within the City to benefit its citizens and to generate significant revenues for the City, including without limitation, increased ad valorem tax revenue and other fees and charges related to the Development; and

WHEREAS, the Interlocal Act provides that any public agency of the State of Connecticut may participate in developing and implementing an interlocal agreement with any public agency or agencies of the State of Connecticut or any other state or states providing for the joint performance of any function that each participating public agency may perform separately under any provision of the general statutes or of any special act, charter or home rule ordinance; and

WHEREAS, in exchange for the significant material benefits to be received and enjoyed by the City and its residents and the fiscal benefit anticipated to be received by the City as a result of the construction of the Development, including the District Improvements in accordance with the Development Agreement, and in consideration for the performance by the District of its obligations described in this Agreement, the City has agreed to direct the Tax Collector to transfer the Tax Increment Payments (as defined herein) from the Special District Fund (as defined herein) to the Trustee for payment to the District in accordance with this Agreement; and

WHEREAS, the City has authorized the creation of a Special District Fund and has directed the Tax Collector to deposit into the Special District Fund the Tax Increment Payments; and

WHEREAS, the Act permits the District to issue bonds in an amount up to \$190,000,000 secured by Tax Incremental Revenues and Benefit Assessments (plus additional bonds exclusively secured by revenues from the property financed with the bonds, and any bonds issued to refund the Bonds) and the District plans to initially authorize the issuance of its bonds in an amount not to exceed \$190,000,000

which may be issued in one or more series, to pay for the cost of the Bond- Funded District Improvements, the costs of issuance, a debt service reserve fund, an amount not to exceed \$123,200 for pre-funded Administrative Expenses, and capitalized interest and other costs necessary for the issuance of the Bonds, as more fully described in Schedule C; and

WHEREAS, the Developer shall arrange for financing for the Developer- Funded District Improvements as more fully described in Schedule D; and

WHEREAS, the District intends to provide for the payment of the Bonds through its levy of non-ad valorem special assessments against District Property known as Benefit Assessments (as defined herein) and the Tax Increment Payments received under this Agreement, as provided in the Indenture (as defined herein); and

WHEREAS, the parties have executed this Agreement for the purpose of setting forth (i) the obligations of the District in providing the District Improvements; (ii) the obligations of the Developer in providing the District Improvements; (iii) the financing for the District Improvements; (iv) the amount of the Tax Increment Payments to be transferred by the City; (v) the use of Benefit Assessments as security for the payment of debt service on the Bonds; (vi) the obligations of the District in providing for the operation, maintenance, repair and replacement of the District Improvements; (vii) services to be provided by the District to the City and the City to the District; and (viii) other specific provisions relating to the City's use and benefit of the District Improvements and the payment of Tax Increment Payments by the Trustee to the District; and

WHEREAS, the acquisition, construction, equipping and financing of the District Improvements constitutes a public purpose, and is in the best interests of all of the parties and their respective residents and citizens;

NOW THEREFORE, for and in consideration of the mutual promises set forth above and the covenants, obligations, duties and benefits set forth in this Agreement, the District and the City agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. In addition to terms defined within the text of this Agreement, the Development Agreement and in the Indenture, the capitalized terms set forth below shall have the following meanings:

"Additional Eligible Public Improvement Advances" means an amount of up to \$6,000,000 of Eligible Public Improvement Advances to be made by the Developer, at the Developer's sole election, pursuant to Section 4.7(b) of the Development Agreement, which Additional Public Improvement Advances shall be in addition to the \$3,000,000 Eligible Public Improvement Advances made by the Developer pursuant to Section 4.7(a) of the Development Agreement and shall be repaid from Bond proceeds as provided in Section 3.1 hereof.

"Administrative Expenses" means the annual costs related to the administration of the District for the purpose of financing the costs of the District Improvements, including, but not limited to: the actual costs of computing the Benefit Assessments; the actual costs of collecting and enforcing the Benefit Assessments (whether by the City or otherwise); the actual costs of remitting the Benefit Assessments to the Trustee; the actual costs of the Administrator and Trustee (including legal counsel) in the discharge of their duties; any reasonable legal, accounting or auditing costs of the District; premiums for District

insurance; the costs of the District of complying with arbitrage rebate requirements; the costs of the District of complying with securities disclosure requirements; premiums on sureties provided for the Debt Service Reserve Fund or other credit enhancement; the costs of the District in complying with the Indenture; and any other costs of the District or the City directly related to the foregoing.

“Administrator” means a firm experienced in property tax and assessment estimating and collection that is selected by the District (and is acceptable to the City’s Director of OPED) to perform any and all tasks as set forth in the Indenture.

“Annual Debt Service” means the payments of principal and interest on the Bonds in each Fiscal Year and any premium on bonds issued to refund the Bonds.

“Annual First Call Amount” shall mean that amount per annum, which represents the amount of real property taxes from District Property that the City shall be entitled to retain for the applicable Fiscal Years prior to providing any portion of real property taxes for the respective Fiscal Years to the District to satisfy any other obligations under this Agreement. The Annual First Call Amount shall be as follows: (1) from the date of this Agreement until such time as the District has raised funds (including from the Bonds) to fund the Bond Funded District Improvements in a net amount of \$55 million - \$400,000; (2) from the date of the satisfaction of the threshold in (1) above until the District has raised funds (including the Bonds) to fund the Bond Funded District Improvements in a net amount of \$110 million - \$650,000; (3) from the date of the satisfaction of the threshold in (2) above until the District has raised funds (including the Bonds) to fund the Bond Funded District Improvements in a net amount of \$140 million - \$900,000; (4) from the date of the satisfaction of the threshold in (3) above until the District has raised funds (including the Bonds) to fund the Bond Funded District Improvements in a net amount of \$165 million - \$1,150,000; and (5) from the date of the satisfaction of the threshold in (4) above until the District has raised funds (including the Bonds) to fund all Bond Funded District Improvements - \$2,000,000. For purposes of determining the net amount of capital raised, capitalized interest, costs of securing such capital (including costs of issuance on the Bonds) and costs of funding any reserves necessary to raise such capital shall be deducted from the gross amount of such capital (including the Bonds).

“Approved Plans” shall mean, with respect to the District Improvements, the drawings, specifications, site plans and permits described in Schedule A attached hereto.

“Benefit Assessments” means non-ad valorem special assessments against the District Property benefitting from the issuance of the Bonds.

“Bond-Funded District Improvements” shall have the meaning set forth in the Recitals to this Agreement.

“Bonds” means bonds of the District in an aggregate principal amount not to exceed \$190,000,000 secured by Tax Incremental Revenues and Benefit Assessments issued in one or more series pursuant to the provisions of the Act and the Indenture (plus additional bonds exclusively secured by revenues from the property financed with the bonds, and any bonds issued to refund the Bonds), subject to the provisions of Section 3.4 hereof and the terms of the Indenture.

“Business Day” means any day other than (i) a Saturday or a Sunday; (ii) a day on which the New York Stock Exchange is closed; or (iii) a day on which banking institutions are authorized or required by law or executive order to be closed for commercial banking purposes in New York or Connecticut or such other state where the applicable corporate trust office of the Trustee is located.

“Completion Guaranty” shall mean the guaranty of the completion of the District Improvements required by the Underwriter from the Developer, a surety/bonding company and/or any other entities acceptable to the Underwriter (the “Completion Guarantor”), in accordance with the Approved Plans, pledged to the Trustee, in form reasonably acceptable to the Underwriter.

“Consulting Engineer” shall mean a person or firm experienced in the assessment of the progress of, and the review and approval of requisitions for, major construction projects hired by the District and acceptable to the City’s Director of OPED, and engaged pursuant to a contract acceptable to the City’s Director of OPED, the City Attorney and the District, for the oversight of the construction of the District Improvements and approval of construction fund requisitions.

“Debt Service Requirements” means the payments of Annual Debt Service under the Indenture, less any capitalized interest available and used to pay principal and interest on the Bonds in the ensuing six-month period, established pursuant to the Indenture.

“Debt Service Reserve Fund” shall have the meaning set forth in the Indenture.

“Developer” shall have the meaning set forth in the Recitals to this Agreement.

“Developer Funded Advances” means funds provided to the District by or through the Developer to temporarily finance the District Improvements, the principal of which shall be repaid by the District from Bond proceeds and the interest thereon shall be paid from Tax Incremental Revenues.

“Development” shall have the meaning set forth in the Recitals to this Agreement.

“Development Agreement” means the Amended and Restated Development and Acquisition Agreement made as of the 10th day of November, 2009, by and between the City and the Developer.

“District Improvements” shall have the meaning set forth in the Recitals to this Agreement.

“District Property” means all of the lands contained within the boundaries of the District, and off-site improvements, as more fully described in Section 2(a)(1) of the Act.

“Eligible Public Improvements” means any temporary or permanent on or off site infrastructure or other improvements to be owned by the District, the City or other public entity necessary to complete the anticipated Development for which the cost of the Eligible Public Improvements can legally be paid for with the use of Bond proceeds. Eligible Public Improvements shall include, but not be limited to, infrastructure such as roads, curbing, sidewalks, on or off ramps, utilities, light fixtures, public parks, plazas, a harbor walk, seawalls; docks and pilings; shoreline restoration and dredging; environmental remediation; and structured parking.

“Eligible Public Improvement Advances” means any funds advanced by the City or the Developer to pay for the cost of Eligible Public Improvements to be constructed as part of Waterfront Initial Improvements (as defined in the Development Agreement) or any other Eligible Public Improvement pursuant to the provisions of Section 4.7 of the Development Agreement and shall be repaid from Bond proceeds as provided in Section 3.1 hereof. The City shall only be required to make Eligible Public Improvement Advances with respect to the Waterfront Initial Improvements. After closing on the Waterfront Parcel, the Developer shall be required to make Eligible Public Improvement Advances with respect to the Waterfront Initial Improvements and after closing upon the Upland Phase I Parcel, the Developer shall be required to make Eligible Public Improvement Advances with respect to the Upland Phase I Improvements (as defined in the Development Agreement).

"Entity" means any general partnership, limited partnership, limited liability company, limited liability partnership, corporation, joint venture, trust, business trust, cooperative, association or other legal business entity or Governmental Authority.

"Fiscal Year" shall mean July 1 in any year through June 30 of the following year.

"Governmental Approvals" shall mean, collectively, the issuance of any and all approvals from the United States Government, the State of Connecticut and/or the City, and/or through the respective agencies and/or quasi-public bodies of each, all as may be required to consummate the transactions contemplated under this Agreement or the Development Agreement and the development of the District Property by the Developer.

"Governmental Authorities" shall mean any and all courts, boards, agencies, councils, commissions, offices, officials or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence, which have jurisdiction over all or any portion of the District Property.

"Indenture" shall mean the Trust Indenture to be entered into by and among the City, the District and the Trustee in connection with the issuance of the Bonds, as amended and supplemented from time to time.

"Interlocal Act" shall have the meaning set forth in the Recitals to this Agreement.

"Mayor" shall mean the Mayor of the City, or his or her designee.

"Non-Incremental Tax Revenues" shall mean an amount equal to the Annual First Call Amount. Such Non-Incremental Tax Revenues shall be retained and allocated to the City in two equal installments for the September 15th and the March 15th Tax Increment Payments for each Fiscal Year.

"Person" shall mean any individual or Entity.

"Project Activity Report" shall mean the quarterly project activity reports required to be delivered by the District to the Secretary of the Office of Policy and Management, the Chairpersons of the Joint Standing Committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding, and to the City pursuant to the Act and Section 5.5 of this Agreement, which shall include a description of the construction and development activity financed by the Bonds.

"Rate and Method" shall mean the rate and method for imposing and collecting Benefit Assessments adopted by the District.

"Special District Fund" shall mean a fund of the City containing the Tax Increment Payments as deposited by the Tax Collector and as directed by the City from the real property tax revenues on District Property.

"Tax Collector" shall mean the tax collector of the City.

"Tax Increment Payments" shall mean, for each six-month period ending on December 31st and June 30th, the amount, if any, equal to the lesser of: a) the amounts payable under clauses first through sixth in Section 3.3.1 hereof for such six month period; or b) one hundred percent (100%) of the Tax Incremental Revenues for such six month period. Such Tax Increment Payments shall be paid to the District on or before September 15th and March 15th of each Fiscal Year (or if such days are not a

Business Day, the next succeeding Business Day), based on Tax Incremental Revenues collected for the six-month period ending on the prior June 30th and December 31st, respectively, for such Fiscal Year. Such Tax Increment Payments shall commence on the September 15th or March 15th immediately preceding the first interest payment date on the Bonds.

“Tax Incremental Revenues” shall mean, for each six-month period ending on December 31st and June 30th, the portion of real property tax revenues with respect to the District Property which are collected during such six month period, less Non-Incremental Tax Revenues. Payments to be received by the City pursuant to tax fixing agreements or agreements providing for payments in lieu of taxes, penalties and interest are Tax Incremental Revenues; provided, however, grants or other monies including payments in lieu of taxes received by the City from the State of Connecticut in respect of property within the District owned or used by the State or any subdivision thereof, any municipality, non-profit or charitable organization are not Tax Incremental Revenues and are not subject to this Agreement..

“Treasurer” shall mean the treasurer of the District.

“Trustee” shall mean any such financial institution acting as trustee under the Indenture that satisfies the requirements of the Act and is acceptable to the District and the City’s Director of Finance.

“Underwriter” shall mean an underwriter or placement agent selected by the District, and acceptable to the City’s Director of Finance, to sell the Bonds.

“Upland Phase I Parcel” means that portion of the District Property generally defined as all land north of Stratford Avenue containing approximately 11 acres, and as more particularly described in Schedule B-1 attached hereto.

“Upland Phase II Parcel” means that portion of the District Property generally defined as land south of Stratford Avenue and the easterly street line of the future realigned East Main Street and containing approximately 15 acres plus the portion of District Property where Hilliard Bloom Shellfish, Inc. will be relocated, and as more particularly described in Schedule B-2 attached hereto.

“Upland Phase III Parcel” means that portion of District Property generally defined as land south of Stratford Avenue, east of the future realigned East Main Street and north of Pierpont Street and Maiden Lane containing approximately 6 acres, and as more particularly described in Schedule B-3 attached hereto.

“Waterfront Parcel” means that portion of the District Property generally defined as the land east of the future realigned East Mean Street and south of Pierpont Street and Maiden Lane, containing approximately 8 acres and more particularly described in Schedule B-4 attached hereto.

ARTICLE II REPRESENTATIONS; FINDINGS

Section 2.1. The City represents and warrants as follows:

2.1.1 The City is organized and validly exists as a municipal corporation under the laws of the State of Connecticut.

2.1.2 The City has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

2.1.3 The City has duly authorized the execution and delivery of this Agreement, and assuming its due authorization, execution and delivery by the District, this Agreement constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that its enforceability may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

Section 2.2. The District represents and warrants as follows:

2.2.1 The District is duly organized and validly existing as a district located wholly within the City established pursuant to the Act.

2.2.2 The District has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement and to issue the Bonds, if any, pursuant to the Act.

2.2.3 The District has duly authorized the execution and delivery of this Agreement, and assuming its due authorization, execution and delivery by the City, this Agreement constitutes a valid and legally binding obligation of the District, enforceable against the District in accordance with its terms, except to the extent that its enforceability may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

Section 2.3. The District agrees as follows:

2.3.1 The board of directors of the District (the "Board") shall consist of five members, at least three of whom shall be Connecticut residents, with one member selected by the Mayor. The Board shall be appointed, nominated and/or elected by the District property owners as provided in the Act and Section 4.1 of the Development Agreement. All Board members (other than the director appointed by the Mayor pursuant to the Act) shall be elected by a vote of the then-current property owners within the District as provided in the Act. At the organizational meeting of the District, five directors, inclusive of a president, vice president, a clerk and a treasurer were elected by the then-current property owners within the District to serve until the first annual meeting for the election of officers and thereafter such officers shall be elected annually by the then current property owners within the District.

2.3.2 The District shall not pledge, permit a lien to be filed against or encumber in any manner the District Improvements, the Benefit Assessments or the Tax Increment Payments, other than as provided in this Agreement and the Indenture.

2.3.3 The District shall not dissolve for so long as the Bonds are outstanding under the Indenture.

2.3.4 The District shall keep books and records of all expenditures and disbursements concerning the District Improvements in accordance with good accounting practices consistently applied and shall also submit to the City, at least quarterly, a financial statement setting forth a summary of such receipts and disbursements.

2.3.5 All of the District's books, records, accounts, statements, and any other memoranda concerning the construction, maintenance, and operation of the District Improvements and the records of costs thereof, shall be subject to inspection and audit by the City at all reasonable times.

2.3.6 The District shall operate, maintain, repair and replace the District Improvements, as provided for in the District Improvement Agreement described in Schedule E. The City shall have no obligation to operate, maintain, repair and replace the District Improvements unless the District or the Developer agrees to reimburse the City for such obligations. The District may enter into agreements with the City or any other party for this purpose.

Section 2.4. It is found and declared that:

2.4.1 The construction and maintenance of the District Improvements and the implementation of the Development will serve the valid and important public purpose of protecting the health and welfare of the citizens of the City and the District by fostering economic growth within the District and the City and eliminating blight by attracting, creating and retaining retail and commercial business enterprises and residential development in the City.

2.4.2 Expending public funds to finance the construction of the Bond-Funded District Improvements is in the best interests of the City and the District and their respective citizens and residents necessary for the Development.

2.4.3 Expending public funds to finance the construction of the Bond-Funded District Improvements will serve the valid and important public purpose of economic development and redevelopment by improving the local infrastructure of the City and facilitating the Development.

2.4.4 The District Improvements are not capital projects of the City, the District Improvements will not be funded with capital funds of the City and the City will have no financial or other obligations with respect to the funding, construction, maintenance, repair or replacement of the District Improvements except as otherwise may be specified as described herein or in the Development Agreement.

2.4.5 In exchange for the construction and maintenance of the District Improvements and the significant material benefits to be received and enjoyed by the City and its residents from the District Improvements and the fiscal and economic benefits anticipated to be received by the City as a result of the Development, and in consideration for the performance by the District of its obligations described in this Agreement, the City hereby agrees to authorize the Tax Collector to forward the Tax Increment Payments contained in the Special District Fund to the Trustee as provided in this Agreement and in the Indenture.

ARTICLE III FINANCING PLAN

Section 3.1. Generally.

3.1.1 Pursuant to the terms of the Indenture, the District shall issue Bonds, in one or more series, to pay costs relating to the District Improvements, including but not limited to, the cost of land acquisition, the construction of the District Improvements (including the repayment of any prior Eligible Public Improvement Advances, if any, or Additional Eligible Public Improvement Advances), the funding of reserve funds necessary for the Bonds, the pre-funding of an amount not to exceed \$123,200 for Administrative Expenses as part of the first series of Bonds, the funding of capitalized interest for the Bonds, and the costs of issuance of the Bonds. All proceeds of the Bonds not required to pay the pre-funded Administrative Expenses or the costs of issuance shall be deposited with the Trustee under the Indenture. Prior to the issuance of the Bonds, the District shall deliver, or arrange for the delivery of, the

documents to various parties and meet the conditions, as applicable, set forth in Schedule E ("Bond Issuance Requirements").

3.1.2 The District shall assess Benefit Assessments against the District Property benefitted by a particular series of Bonds pursuant to the Act and the Rate and Method to the extent and in the amount necessary to secure and to pay Annual Debt Service on such Bonds, to replenish the Debt Service Reserve Fund and to pay Administrative Expenses. As provided in the Indenture, on each September 20th and March 20th of each Fiscal Year (or if such days are not a Business Day, the next succeeding Business Day), the District shall evidence and certify to the Treasurer and the Trustee the amount of Benefit Assessments assessed by the District, less the amount of Tax Increment Payments received by the District on or before such date and available for Annual Debt Service on the Bonds in such Fiscal Year. In accordance with the Act, the District may forgive Benefit Assessments against the District Property if such Benefit Assessments are not needed to pay Annual Debt Service on the Bonds.

3.1.3 The City is not responsible for any other costs or expenses of any kind with respect to the financing of the District Improvements except for: (i) the transfer of the Tax Increment Payments as expressly provided for in this Agreement; and (ii) as provided in the Development Agreement.

Section 3.2. Issuance of Bonds.

3.2.1 The District, upon satisfaction of the Bond Issuance Requirements and subject to the prior approval of the City's Mayor and Director of Finance, may issue Bonds in one or more series to finance or refinance the costs relating to the District Improvements (including, in accordance with the Development Agreement, the repayment of any prior Eligible Public Improvement Advances, if any, or Additional Eligible Public Improvement Advances, if any), including but not limited to, the cost of land acquisition, the construction related to the District Improvements, the funding of reserve funds necessary for the Bonds, the pre-funding of an amount not to exceed \$123,200 for Administrative Expenses as part of the first series of Bonds, capitalized interest for the Bonds, and to pay and/or reimburse the City, Developer, District and other appropriate parties for costs incurred in connection with the issuance of the Bonds, including but not limited to, underwriting fees and costs and legal fees and costs, all as more particularly set forth in Schedule D.

3.2.2 It is currently contemplated that the Bonds will be issued in four series – Series A Bonds, Series B Bonds, Series C Bonds and Series D Bonds. Proceeds from the Bonds will fund the cost of the design and construction of the Bond-Funded District Improvements as generally set forth in Schedule C. Proceeds from the Series A Bonds in a principal amount currently estimated at \$54,600,000 will be primarily used to fund the cost of the design and construction of a portion of the District Improvements, as generally set forth on Schedule F (including, in accordance with the Development Agreement, the repayment of any Eligible Public Improvement Advances, if any, and Additional Eligible Public Improvement Advances, if any, made prior to the issuance of the Series A Bonds). Proceeds from the subsequent Series B Bonds, Series C Bonds and Series D Bonds will be used to fund the cost of the design and construction of the remainder of the District Improvements not funded by the Series A Bonds, including, in accordance with the Development Agreement, the repayment of any remaining Eligible Public Improvement Advances and Additional Eligible Public Improvement Advances, and can be issued at such time that the District and the City deem the Tax Increment Payments sufficient to pay the Annual Debt Service on all Bonds and any Administrative Expenses to be paid from Tax Increment Payments. Prior to issuance, each series of Bonds must satisfy the Bond Issuance Requirements and are subject to the prior approval of the City's Mayor and Director of Finance, or their designees. Any adjustment in the sizing or phasing of the issuance of the Bonds will require the prior consent of the City's Mayor and Director of Finance.

3.2.3 Prior to the issuance of any Bonds, the Office of Planning and Economic Development of the City, the District and the Developer will agree on all District Improvements to be constructed with the proceeds of each series of Bonds at the time of the issuance of such Bonds.

3.2.4 Concurrently with the issuance of the Series A Bonds, the City shall contemporaneously transfer to the Developer one or more of the Waterfront Parcel, Upland Phase I Parcel, Upland Phase II Parcel, and Upland Phase III Parcel in accordance with the Development Agreement.

3.2.5 All requisitions from any construction fund established pursuant to and defined in the Indenture shall be used solely for the costs of the District Improvements. All requisitions shall be in compliance with the procedures set forth in the Indenture and subject to the written approval of the Consulting Engineer.

3.2.6 The Bonds shall not constitute a debt of the State or the City or a pledge of the full faith and credit of the State or the City but shall be payable solely by the District and the Bonds shall contain a statement to that effect on their face in accordance with the Act.

Section 3.3. Tax Increment Payments.

3.3.1 Upon the collection by the Tax Collector of any real property tax revenues with respect to the District Property, the City shall receive first its Non-Incremental Tax Revenues. Subsequent to the City's receipt of its Non-Incremental Tax Revenues, the Tax Increment Payments shall be utilized as follows: first, to pay Administrative Expenses; second, to satisfy any Debt Service Requirements; third, to replenish any deficiency in the Debt Service Reserve Fund; fourth, to pay any interest due and payable on any outstanding Eligible Public Improvement Advances and Additional Eligible Public Improvement Advances, with said interest paid first to the Additional Eligible Public Improvement Advances, if any, made by the Developer and then pro-rata in the same proportion to the actual payment of any Eligible Public Improvement Advances made by the City or the Developer; fifth, to pay any interest due and payable on any outstanding Developer Funded Advances; sixth, to reimburse any payments of Benefit Assessments made by the Developer without interest up to a maximum amount of \$3 million, all as provided in the Indenture; seventh, paid to the City for its general use.

3.3.2 Upon the issuance of each series of Bonds, the District shall provide the City with a schedule of the Annual Debt Service for the Bonds. On or prior to each June 30th, the District shall provide the City with a copy of the District's annual operating budget for the upcoming Fiscal Year which shall include the Administrative Expenses for the upcoming Fiscal Year. On each September 5th and March 5th (or if such dates are not Business Days, on the next succeeding Business Day), the City shall certify to the District the amount of Tax Incremental Revenues collected for the six month period ending on the prior June 30th and December 31st, respectively, and on or before each September 15th and March 15th (or if such dates are not Business Days, on the next succeeding Business Day) the Tax Collector shall deposit the Tax Increment Payments into the Special District Fund and transfer the Tax Increment Payments to the Trustee for the benefit of the District, for such six month period (time being of the essence). The City's determination of Tax Incremental Revenues and the Tax Increment Payments shall be binding upon the District, absent manifest error. As provided in the Indenture, the Tax Increment Payments received by the District will be deposited with the Trustee in the funds and accounts established under the Indenture and disbursed by the Trustee in accordance with the terms and conditions of the Indenture. The District shall be entitled to examine the City's books and records regarding the calculation of Tax Incremental Revenues and the Tax Increment Payments during normal business hours.

3.3.3 In the event Tax Increment Payments are insufficient to meet the amounts payable under clauses first through third in Section 3.3.1 hereof, the District shall be responsible for the deficiency and shall take such appropriate action to collect sufficient Benefit Assessments to pay for such deficiency.

3.3.4 Non-Incremental Tax Revenues and Tax Incremental Revenues collected by the City in any Fiscal Year in excess of the Tax Increment Payments due and transferred from the Tax Collector to the District, or the Trustee on behalf of the District, pursuant to this Agreement in any such Fiscal Year shall be retained by the City free and clear of any lien of the Indenture. The Indenture shall provide that the lien of the Indenture shall only attach to the Tax Increment Payments due to the District.

3.3.5 In no event shall the Tax Increment Payments transferred to the District in any Fiscal Year exceed the amounts payable under clauses first through sixth in Section 3.3.1 hereof. The obligation to transfer the Tax Increment Payments shall cease when the Bonds are no longer outstanding.

Section 3.4. Refunding Bonds.

3.4.1 The Mayor, with the consent of the District (which consent shall not be unreasonably withheld), shall have the right to direct the District to issue refunding bonds, and the District, with the consent of the Mayor (which consent shall not be unreasonably withheld), shall have the right to issue refunding bonds, the net proceeds of which shall be used to redeem all or a portion of the outstanding Bonds, provided that such refunding, including all costs of issuance related thereto, results in net present value debt service savings of at least three percent (3%) ("Refunding Bonds"). The City agrees that the District shall not be liable for any costs related to the Refunding Bonds issued pursuant to this Section and all such costs shall be paid by the City or provided for with proceeds from the Refunding Bonds.

3.4.2 The Mayor and the District may mutually agree to issue Refunding Bonds to modify the Annual Debt Service of the Bonds.

3.4.3 Upon the issuance of Refunding Bonds, the District shall execute a certificate reflecting the Annual Debt Service of the Bonds then outstanding.

**ARTICLE IV
COVENANT TO BUDGET AND APPROPRIATE**

Section 4.1. The payment of the Tax Increment Payments, if any, shall not be subject to an annual appropriation by the City for each Fiscal Year in which such Tax Increment Payments are due. The City covenants and agrees to levy the District Property for all real property taxes, and to charge any penalties, interest and lien fees thereon, and to pursue the collection of any such taxes, all as provided in a tax collection agreement to be entered into between the City and the District.

Section 4.2. The Tax Incremental Revenues shall at all times be free and clear of any lien, pledge or encumbrance of the City, including, but not limited to, the lien, pledge or encumbrance under the Indenture of Trust dated as of May 1, 1996 by and between the City and Fleet National Bank, as supplemented and amended from time to time.

Section 4.3. The Bonds shall not constitute a general obligation of the City within the meaning of any constitutional or statutory provision or limitation or a pledge of the City's full faith and credit.

**ARTICLE V
DISTRICT IMPROVEMENTS**

Section 5.1. Ownership and Maintenance of District Improvements. All District Improvements shall be owned and maintained by the District in accordance with the maintenance, repair and replacement standards of the City set forth in the District Improvement Agreement referred to in Schedule E hereto.

Section 5.2. Construction. The District, or the District's construction manager, shall enter into contracts with licensed contractors in good standing under federal, State or local law for the construction of the District Improvements in accordance with the Approved Plans. The City shall use its best efforts to provide the District, the District's authorized agents and subcontractors with access and easements to the extent necessary to construct the District Improvements on property owned by the City or as to which the City possesses a right-of-way (e.g. public streets) in accordance with existing local law, as such law may be amended from time to time.

Section 5.3. Amendments. The District Improvements and the Approved Plans are subject to approval and modification by the applicable federal, state or local governmental boards, agencies and officials in accordance with standard practices.

Section 5.4. Advances. Proceeds of the Bonds on deposit in any construction fund established pursuant to the Indenture for the construction of the Bond-Funded District Improvements shall be requisitioned in accordance with the terms of the Indenture, including the written approval of the Consulting Engineer.

Section 5.5. Project Activity Reports. No later than January 31st, April 30th, July 31st and October 31st of each year, the District shall submit the Project Activity Reports required by Section 1(m) of the Act to the Secretary of the Office of Policy and Management, the Chairpersons of the Joint Standing Committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding, and the Director of Economic Development of the City, setting forth the status of the construction and development activity financed by the Bonds, as of the prior December 31st, March 31st, June 30th, and September 30th, respectively.

Section 5.6. Minority Business Participation and Project Labor Agreement.

5.6.1 The District, in connection with the construction of the District Improvements, shall incorporate into its hiring program the important goals, principles, good faith efforts, best practices, reporting and enforcement provisions described in the City's Minority Business Enterprise Ordinance, Section 3.12.130, Bridgeport Municipal Code, amended effective July 19, 2007, and attached hereto as Schedule G, and the City's Official Policies adopted in connection with such ordinance.

5.6.2 In each contract for the District Improvements, the District shall attempt to cause its construction manager and its general contractors to negotiate a "Project Labor Agreement" with the union trades council and such "Project Labor Agreement" as agreed to shall include all trades recognized as having union affiliation, such agreement being in form and substance approved by the City.

Section 5.7. Prevailing Wage. In accordance with Section 31-53 of the Connecticut General Statutes, the District agrees that wages paid any mechanic, laborer or workman employed in connection with the District Improvements shall be not less than the customary or prevailing rate of wages paid in the City for the same type of work in the same trade or occupation as disclosed by the records of the United

States Department of Labor relative to the wage schedules and rates in such trades and occupations in the area in which the City is located.

Section 5.8. Equal Opportunity Requirements. In accordance with the Ordinances of the City and the Connecticut General Statutes, the District agrees to include the following provisions in every contract related to the District Improvements:

“The contractor agrees and warrants that during the performance of this contract he will not discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, gender identity or expression, age, national origin, sexual orientation, disability or veteran status in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity or expression, age, national origin, sexual orientation, disability or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Bridgeport’s office of contract compliance setting forth the provisions of this section.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, gender identity or expression, age, national origin, sexual orientation, disability or veteran status.

The contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under these provisions, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all rules and regulations or orders issued by the City of Bridgeport’s office of contract compliance.

The contractor will provide the City of Bridgeport’s office of contract compliance with such information requested by said office concerning the employment patterns, practices and procedures of the contractor as relate to the above-referenced provisions and rules and regulations and/or orders issued pursuant thereto.

In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any rule, regulation or order issued, the contract may be canceled, terminated or suspended, in whole or in part, and such other sanctions may be imposed and remedies invoked as are provided under the City of Bridgeport’s Ordinances and the rules, regulations or orders issued pursuant thereto, or as otherwise provided by federal and state laws.”

Section 5.9. First Source Hiring Agreement. (a) The District shall enter into a First Source Hiring Agreement in substantially the form attached hereto as Schedule H with respect to the District

Improvements. The District First Source Hiring Agreement shall be acceptable to the Mayor with the advice of the City Attorney and shall provide for, among other things, the following:

(i) District shall implement a program for public bidding and contracting with minority business enterprises ("MBEs") using the tools and resources contained in the City of Bridgeport's Minority Business Enterprise Ordinance (Section 3.12.130), Purchasing Ordinance (Section 3.08.070), Vendor Disqualification Ordinance (Section 3.08.090), Bid and Performance Bond Ordinance (Section 3.08.100), Ethics Ordinance (Section 2.38.010) and such other ordinances that may apply in connection with the implementation of such program ("Program") as determined by the District with the advice of the Bridgeport City Attorney.

(ii) District shall develop programs with the goal of hiring of City residents (the "Qualifying Individuals") for 25% or more of the new jobs created by the construction management, general contracting and prime contracting firms above then-current workforce levels for construction or construction-related jobs generated by District Improvements.

(iii) District shall use commercially reasonable efforts to cause its contractors and subcontractors to meet the goals of the MBE Ordinance and the hiring goal specified in (i) above.

(iv) District shall use commercially reasonable efforts to cause its construction management, general contracting and prime contracting firms, contractors and subcontractors to collaborate with Bridgeport community-based organizations to ensure that appropriate skills training programs are established with the objective of training Qualified Individuals to become qualified for employment as part of the construction work force of its contractors and subcontractors.

(b) The District shall provide periodic reports to the City concerning the hiring of minority contractors and Qualifying Individuals on terms set forth in the First Source Hiring Agreement.

ARTICLE VI SERVICES TO BE PROVIDED

Section 6.1 Services to be Provided by the District to the City. The District shall perform the services set forth in Schedule I for the benefit of the City in accordance with the terms of the agreement identified in Schedule I.

Section 6.2 Services to be Provided by the City to the District. The City shall perform the services set forth in Schedule J for the benefit of the District in accordance with the terms of the agreement identified in Schedule J.

Section 6.3 District Employees. The District shall employ such personnel as it shall deem necessary to perform its obligations under this Agreement in accordance with all applicable laws, including non-discrimination laws. None of the District's officers, Board members, employees, agents or contractors shall be considered employees of the City (unless otherwise employed by the City) nor entitled to any of the City's benefit plans. The District shall be responsible for all background checks, testing and other standard hiring criteria concerning District employees.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Inspection. The City shall have the right to inspect all audits of the District, bank statements of the District, fiscal records of the District, Trustee statements for Bond proceeds, minutes of Board meetings, and notices received from governmental authorities.

Section 7.2 Notices. The District shall furnish the City notice of all Board meetings, changes in Board members, any change in principal office of the District, defaults under this Agreement, the Indenture or the Completion Guaranty, press conferences related to the Bonds, the District Improvements or the Development, public ceremonies related to the Bonds, the District Improvements or the Development and other public or planned news events related to the Bonds, the District Improvements or the Development.

Section 7.3 Publicity. The District shall consult with the City on all planned press releases or publications related to Bonds and the District Improvements, including, but not limited to, articles in newspapers, trade journals, advertising, proposal for other similar projects.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Interpretation. Unless otherwise specified herein (a) the singular includes the plural and the plural includes the singular; (b) words importing any gender include the other genders; (c) references to Persons include their permitted successors, assigns and transferees; (d) words and terms which include a number or constituent parts, things or elements shall be construed as referring separately to each constituent part, thing, or element thereof, as well as to all of such constituent parts, things or elements as a whole; (e) references to statutes are to be construed as including all rules and regulations adopted pursuant to the statute referred to and all statutory provisions consolidating, amending or replacing the statute referred to, provided that such consolidation, amendment or replacement does not impair the security for or the repayment of the Bonds; (f) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered in accordance with their respective terms, provided that such changes or amendments do not impair the security for or the repayment of the Bonds; (g) the words "approve", "consent", "accept" and "agree" or derivations of said words or words of similar import mean, unless otherwise expressly provided herein, the prior approval, consent or agreement in writing of the Person holding the right to approve, consent, accept or agree with respect to the matter in question, and the words "require", "judgment" and "satisfy" or derivations of said words or words of similar import mean the requirement, judgment or satisfaction of the Person who or which may make a requirement or exercise judgment or who or which must be satisfied, which approval, consent, acceptance, agreement, requirements, judgment or satisfaction shall be in the reasonable discretion of the Person holding the right to approve, consent, accept or agree, or who may make a requirement or judgment, or who must be satisfied, unless expressly set forth herein to the contrary; provided, however, that references to the City's right to "approve", "consent", "accept" and "agree" or derivations of said words or words of similar import means, unless the context requires action by a Governmental Authority of the City in the exercise of its rights, powers and duties in connection with any Governmental Approval, the approval, consent, acceptance or agreement of the City Council in matters that, after approval of this Agreement, materially change this Agreement in the opinion of the Bridgeport City Attorney and require action by the Bridgeport City Council, but in all other cases references to the City's right to "approve", "consent", "accept" or "agree" shall require action of the Mayor or the Mayor's designee or the City department head or Person specified herein; (h) the words "include" or "including" or words of similar import, shall be deemed to be followed by the words "without limitation"; (i) the words, "hereto" or "hereby" or "herein" or "hereof" or "hereunder", or words

of similar import, refer to this Agreement in its entirety; (j) all references to Articles and Sections are to the Articles and Sections of this Agreement; (k) in computing any time period hereunder, the day of the act, event or default after which the designated time period begins to run is not to be included, and the last day of the period so computed is to be included, unless any such last day is not a Business Day, in which event such time period shall run until the next day which is a Business day; and (l) the headings of Articles and Sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement.

Section 8.2. Effective Date and Term of Agreement. This Agreement shall not be effective until it has been executed by the Mayor and the President of the District, after a public hearing in the City and approval by the City Council of the City and the Board of Directors of the District. The term of this Agreement shall expire on the earlier of (i) the date that the Bonds are no longer outstanding under the Indenture, or (ii) forty (40) years from the date the Agreement becomes effective (the "Term"). Upon termination of the District, all property of the District shall be distributed to the City in accordance with the Act.

Section 8.3. Execution In Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Limitation on Governmental Liability. Nothing in this Agreement shall be deemed a waiver of immunity limits of liability of either the City or the District beyond any statutory limited waiver of immunity or limits of liability contained in the Connecticut General Statutes, as amended. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity, governmental immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the District in its, his/her or their individual capacity, and neither the members of the governing body of the City or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the City or the District of this Agreement or any related act.

Section 8.5. Default. Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. Thereafter, any default which can not be cured shall be subject to the dispute provisions set forth in Section 8.12 of this Agreement; provided, however, in no event shall either the District or the City have the right to terminate this Agreement prior to the expiration of the Term. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance.

Section 8.6. Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows.

If to the City: City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604
Attn: Mayor

With Copy to: City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604
Attn: City Attorney

If to the District: Steel Point Infrastructure Improvement District
10 Middle Street
Bridgeport, Connecticut 06606
Attn: President

With a Copy to: Steel Point Infrastructure Improvement District
10 Middle Street
Bridgeport, Connecticut 06606
Attn: District Counsel

Section 8.7. Assignment or Transfer. Except with respect to the District's pledge of Tax Increment Payments and the Completion Guaranty to the Trustee under the Indenture to secure the Bonds if any, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party.

Section 8.8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective permitted successors or assigns.

Section 8.9. Amendment, Waivers, Withdrawals. Except as otherwise set forth in this Agreement, any amendment to, waiver of or withdrawal from any provision of this Agreement must be in writing and mutually agreed to by the District President and the Mayor, or their designees; provided, however, that any amendment, waiver or withdrawal that is material or results in a substantive change in the obligations of either party under this Agreement shall be subject to the approval of the City's City Council or the District's Board of Directors, as the case may be and, pursuant to the Indenture, the Trustee, if the amendment, waiver or withdrawal materially impacts the security for or repayment of the Bonds. For the purpose of this Section 8.9, "material" and "substantive change" shall refer to amendments or modifications to this Agreement that affect the amount or duration of any Tax Increment Payments or the Term of this Agreement.

Section 8.10. Recording. After approval of this Agreement by the respective governing bodies of the City and the District and its execution by the duly qualified and authorized officers of each of the parties, the City shall cause this Agreement to be recorded with the Town Clerk of the City.

Section 8.11. Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.

Section 8.12. Disputes. The parties hereto agree that any dispute arising between City and the District related to the interpretation of this Agreement shall first be mediated in a manner acceptable to

both parties. Both parties, however, retain the right to proceed to judicial action at any time when either party determines that mediation is unsatisfactory or would be an unsatisfactory method for purposes of reaching a resolution of the dispute.

Section 8.13. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severed and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 8.14. Entire Agreement. This instrument and all the attached exhibits and schedules constitute the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the District have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

CITY OF BRIDGEPORT, CONNECTICUT

ATTEST:

Fleeta Hudson, City Clerk

By: _____

Bill Finch
Its Mayor

(SEAL)

**STEEL POINT INFRASTRUCTURE
IMPROVEMENT DISTRICT**

ATTEST:

Edward Lavernoich, District Clerk

By: _____

Adam Wood
Its President

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Bridgeport

Personally appeared Bill Finch, the Mayor of Bridgeport, Connecticut, he being the duly authorized Signer of the foregoing instrument, and he acknowledged the same to be his free act and deed and the free act and deed of the City, before me.

Notary Public/Commissioner of the Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Bridgeport

Personally appeared Adam Wood, the President of the Steel Point Infrastructure Improvement District, he being the duly authorized Signer of the foregoing instrument, and he acknowledged the same to be his free act and deed and the free act and deed of the District, before me.

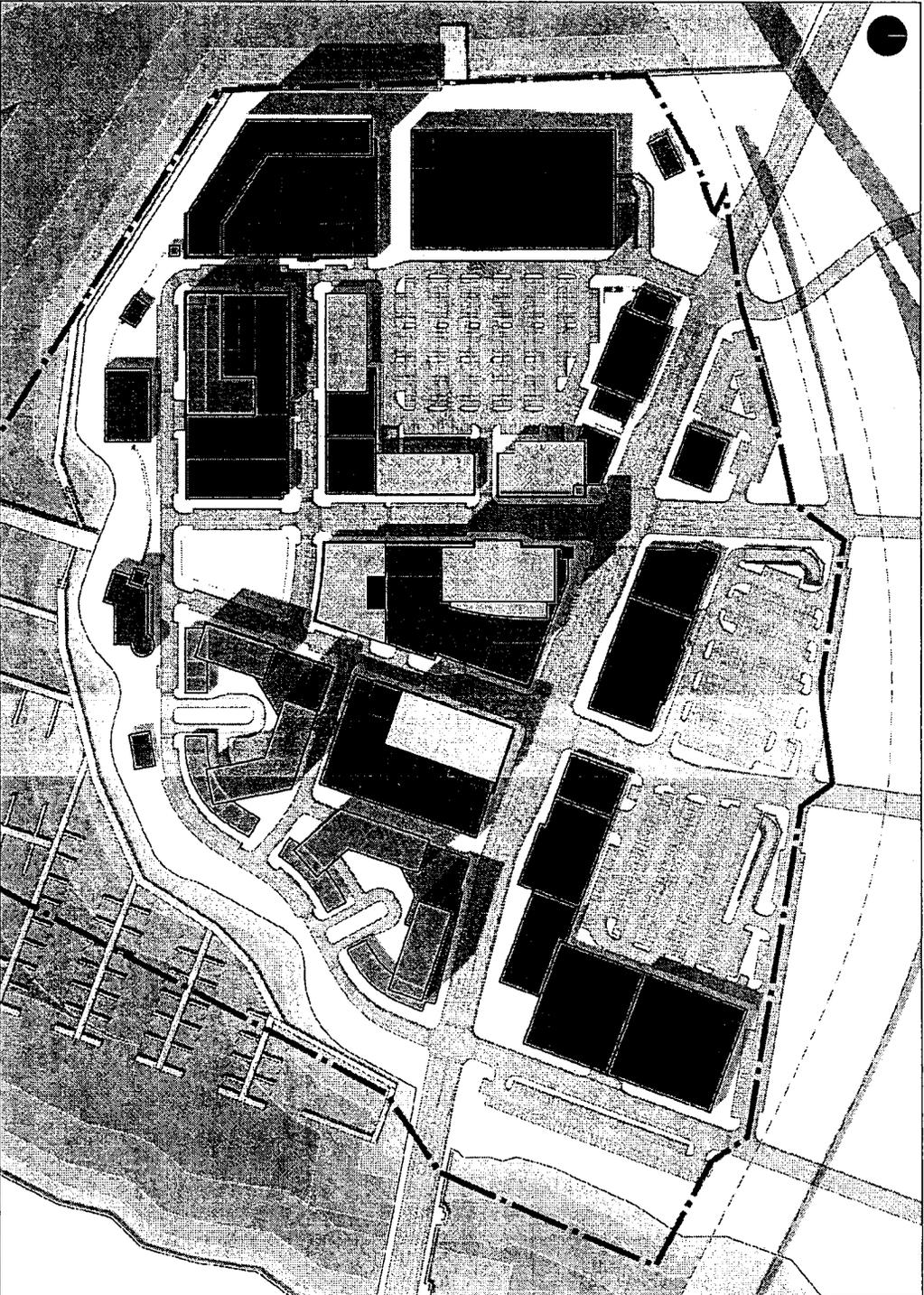
Notary Public/Commissioner of the Superior Court

SCHEDULE A

Approved Plans Showing District Improvements

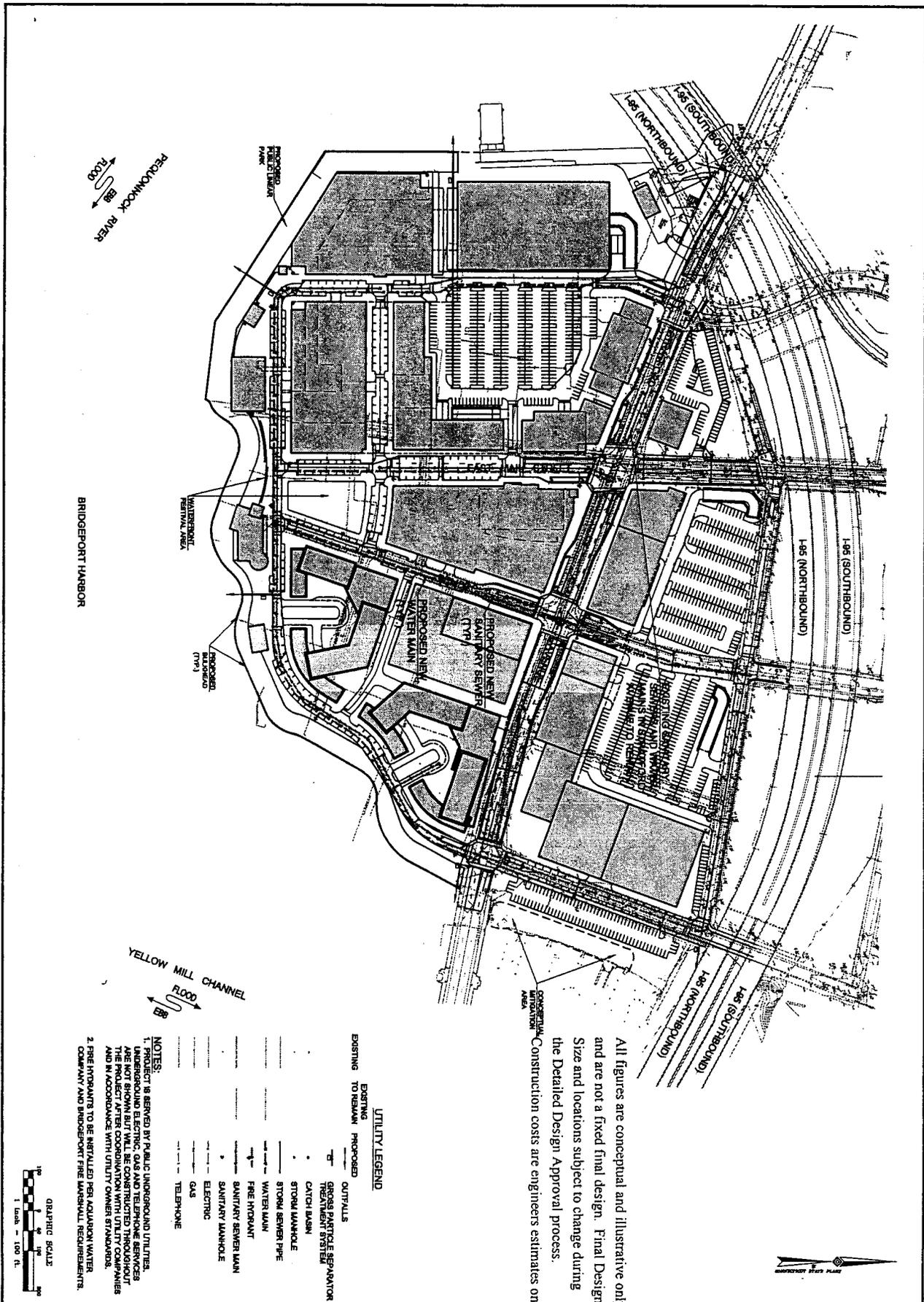
(including construction schedule, drawings, specifications and plans - and portions of District Improvements funded by the Bonds)

The Approved Plans describing the District Improvements, construction schedule, drawings, specifications, plans and other details included in this Schedule A are subject to approval and modification by the applicable federal, state or local governmental boards, agencies and officials in accordance with standard practices.



- PDD Boundary
 - Retail / Commercial
 - Office
 - Residential
 - Residential / Hotel
 - Marine/Retail Entertainment/Restaurant
 - Parking Garage
- MAXIMUM SF by Use**
- Retail/Commercial 1,075,000 sf
 - Office 1,250,000 sf
 - Residential 2,600,000 sf
 - Hotel 800,000 sf
 - Marine/Retail Entertainment/Restaurant 175,000 sf
- MAXIMUM CUMULATIVE PROJECT SF CONTROLLED BY CONVERSION TABLES 3.3F AND 3.3G**
- All figures are conceptual and illustrative only and are not a fixed final design.
- Final Design, Size, and Locations Subject to Change During DDP Approval Process

Figure II-1.6A
CONCEPTUAL LAND USE INTENSITY PLAN

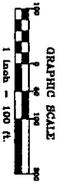


All figures are conceptual and illustrative only and are not a fixed final design. Final Design, Size and locations subject to change during the Detailed Design Approval process. Construction costs are engineers estimates only.

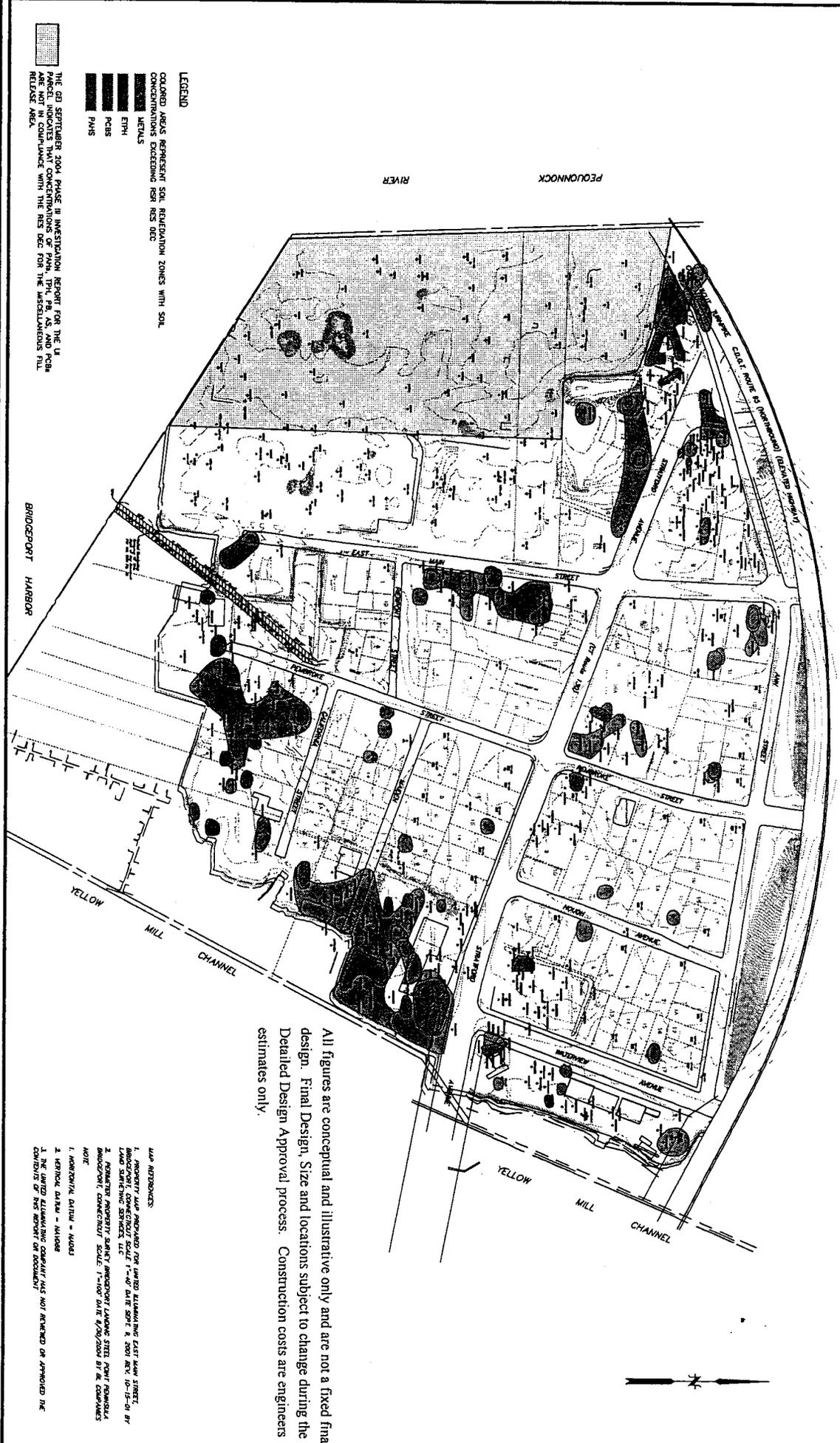
UTILITY LEGEND

- | | | |
|-----------|----------|--------------------------|
| EXISTING | PROPOSED | OUTFALLS |
| TO REMAIN | | GROSS PARTICLE SEPARATOR |
| | | TREATMENT SYSTEM |
| | | CATCH BASIN |
| | | STORM MANHOLE |
| | | STORM SEWER PIPE |
| | | WATER MAIN |
| | | FIRE HYDRANT |
| | | SANITARY SEWER MAIN |
| | | SANITARY MANHOLE |
| | | ELECTRIC |
| | | GAS |
| | | TELEPHONE |

NOTES:
 1. PROJECT IS SERVED BY PUBLIC UNDERGROUND UTILITIES. UNDERGROUND ELECTRIC, GAS AND TELEPHONE SERVICES ARE NOT SHOWN BUT WILL BE CONSTRUCTED THROUGHOUT THE PROJECT AFTER COORDINATION WITH UTILITY COMPANIES AND IN ACCORDANCE WITH UTILITY OWNERS STANDARDS.
 2. FIRE HYDRANTS TO BE INSTALLED PER AQUARIUM WATER COMPANY AND BRIDGEPORT FIRE MARSHALL REQUIREMENTS.



| PROJECT TITLE STEELPOINTE HARBOR DEVELOPMENT | PROJECT NO. | BRIDGEPORT | | OWNER: LUCHS CONSULTING ENGINEERS, LLC | | | | | | | | | | | | |
|---|-------------|-----------------------|-----------|--|-----------|--|--|--|--|--|--|--|--|--|--|--|
| PDD SUBMISSION | DATE | PROPOSED UTILITY PLAN | | APPROVED BY: | DATE | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>SHEET NO.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | REV. | DATE | DESCRIPTION | SHEET NO. | | | | | <table border="1"> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> | | | | | | |
| REV. | DATE | DESCRIPTION | SHEET NO. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |



LEGEND

COLORED AREAS REPRESENT SOIL REMEDIATION ZONES WITH SOIL CONCENTRATIONS EXCEEDING RSR RES DEC

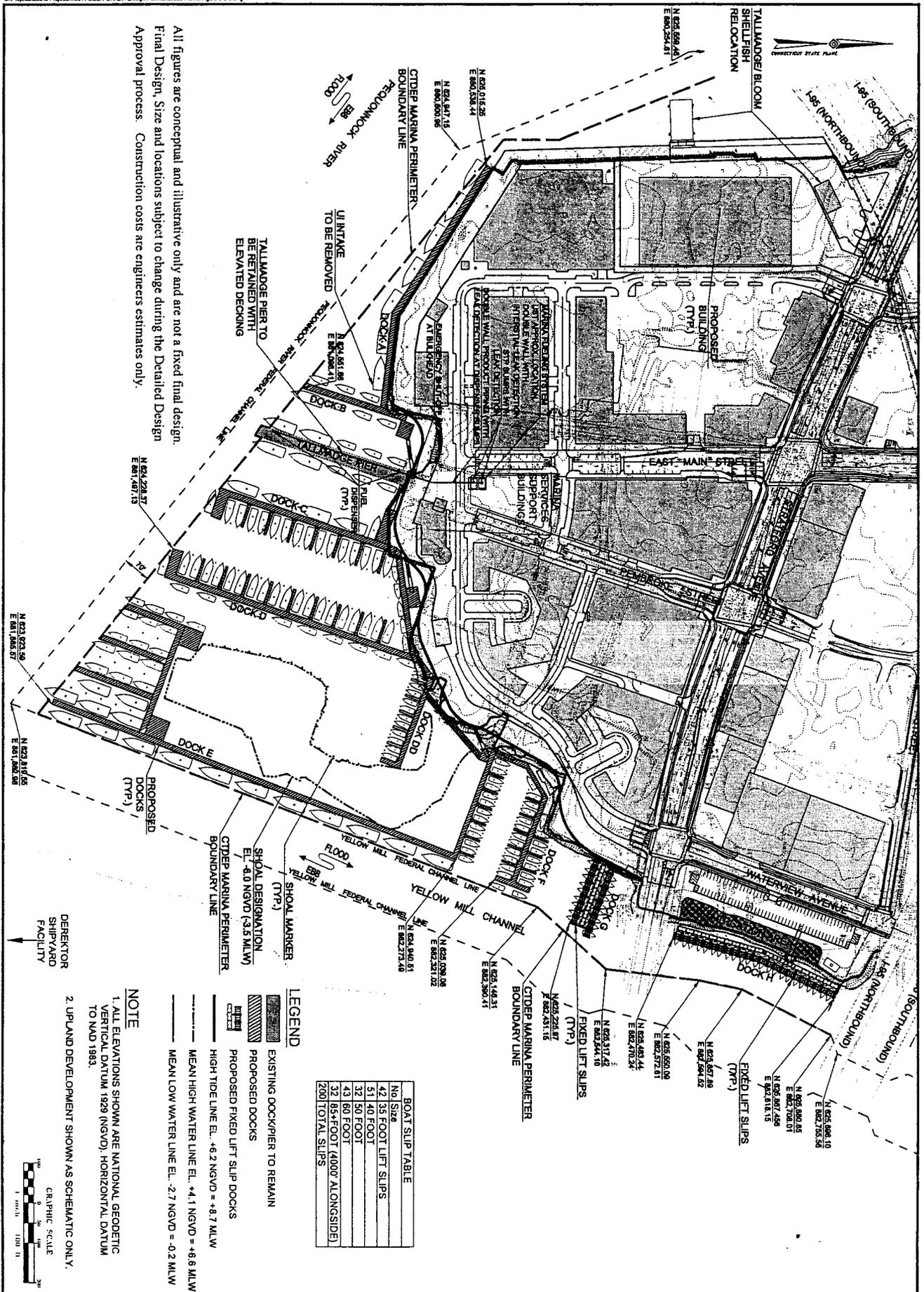
- ██ METALS
- ██ TPH
- ██ PCBs
- ██ PAHs

THE 03 SEPTEMBER 2004 PHASE II INVESTIGATION REPORT FOR THE U PARCEL INDICATES THAT CONCENTRATIONS OF PAHs, TPH, PCBs, AND PCBs ARE NOT IN COMPLIANCE WITH THE RES DEC FOR THE MISCELLANEOUS FILL REUSEF AREA.

All figures are conceptual and illustrative only and are not a fixed final design. Final Design, Size and locations subject to change during the Detailed Design Approval process. Construction costs are engineers estimates only.

- MAP REFERENCES:**
1. PROPERTY AND RECORDS FOR BRIDGE ATLANTEANING EAST SIDE STREET, BRIDGEPORT, CONNECTICUT SCALE 1"=40' DATE 08/14/03, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 2. REMEDIATION INVESTIGATION REPORT FOR BRIDGEPORT LANDING STEEL POINT REMEDIATION, BRIDGEPORT, CONNECTICUT SCALE 1"=100' DATE 8/29/2004 BY R. CARPENTER
- NOTE:**
1. AERIAL PHOTO DATA - 1998
 2. THE UNITED STATES GEOLOGICAL SURVEY HAS NOT RECORDED OR APPROVED THE CONTENTS OF THIS REPORT OR DOCUMENT

| | | | | |
|---|---|---|---|------------------|
| <p>SCALE</p> <p>HORIZONTAL: 1" = 100'</p> <p>VERTICAL: 1" = 100'</p> <p>GRAPHIC SCALE</p> | | <p>FUSS & O'NEILL</p> <p>148 WASHINGTON ST., WASHINGTON, CONNECTICUT 06495</p> | <p>STEEL POINT DEVELOPMENT PROJECT</p> <p>SUMMARY OF RSR RES DEC EXCEEDANCES</p> <p>REMEDIAL INVESTIGATION STUDY REPORT</p> | <p>FIGURE 34</p> |
| <p>DATE</p> <p>10/14/2004</p> | <p>PROJECT NUMBER</p> <p>1000000000</p> | | | |



All figures are conceptual and illustrative only and are not a fixed final design. Final Design, Size and locations subject to change during the Detailed Design Approval process. Construction costs are engineers estimates only.

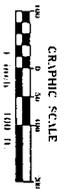
| BOAT SLIP TABLE | |
|-----------------|---------------------------|
| NO | SIZE |
| 42 | 35 FOOT LIFT SLIPS |
| 31 | 40 FOOT |
| 32 | 50 FOOT |
| 43 | 60 FOOT |
| 32 | 85+FOOT (4000' ALONGSIDE) |
| 200 TOTAL SLIPS | |

LEGEND

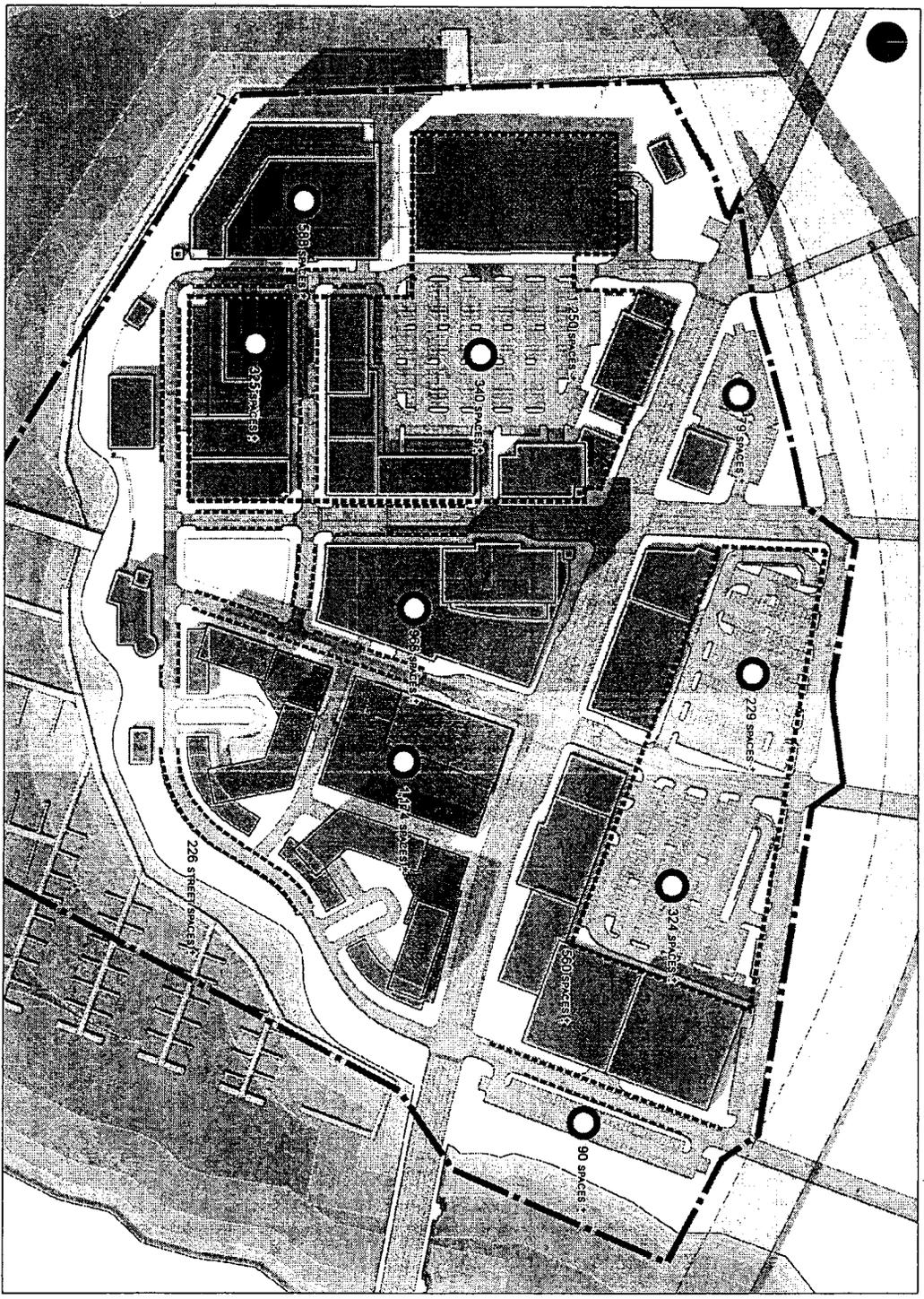
- EXISTING DOCK/PIER TO REMAIN
- PROPOSED DOCKS
- PROPOSED FIXED LIFT SLIP DOCKS
- HIGH TIDE LINE EL. +6.2 NGVD = +8.7 MLW
- MEAN HIGH WATER LINE EL. +4.1 NGVD = +6.6 MLW
- MEAN LOW WATER LINE EL. -2.7 NGVD = -0.2 MLW

NOTE

1. ALL ELEVATIONS SHOWN ARE NATIONAL GEODETIC VERTICAL DATUM (1929 (NGVD)), HORIZONTAL DATUM TO NAD 1983.
2. UPLAND DEVELOPMENT SHOWN AS SCHEMATIC ONLY.



III. TRANSPORTATION



- PDD BOUNDARY
 - ■ ■ PARKING BELOW GRADE
1,810 SPACES:
 - ■ ■ STREET PARKING
226 SPACES:
 - PARKING LOT AT GRADE
972 SPACES:
 - PARKING GARAGE
3,053 SPACES:
 - TOTAL PARKING
6,061 SPACES:
- ALL FIGURES ARE CONCEPTUAL AND ILLUSTRATIVE ONLY AND ARE NOT A FIXED FINAL DESIGN
- FINAL DESIGN, SIZE, AND LOCATIONS SUBJECT TO CHANGE DURING DDP APPROVAL PROCESS

Figure III-6-2C
PARKING DIAGRAM

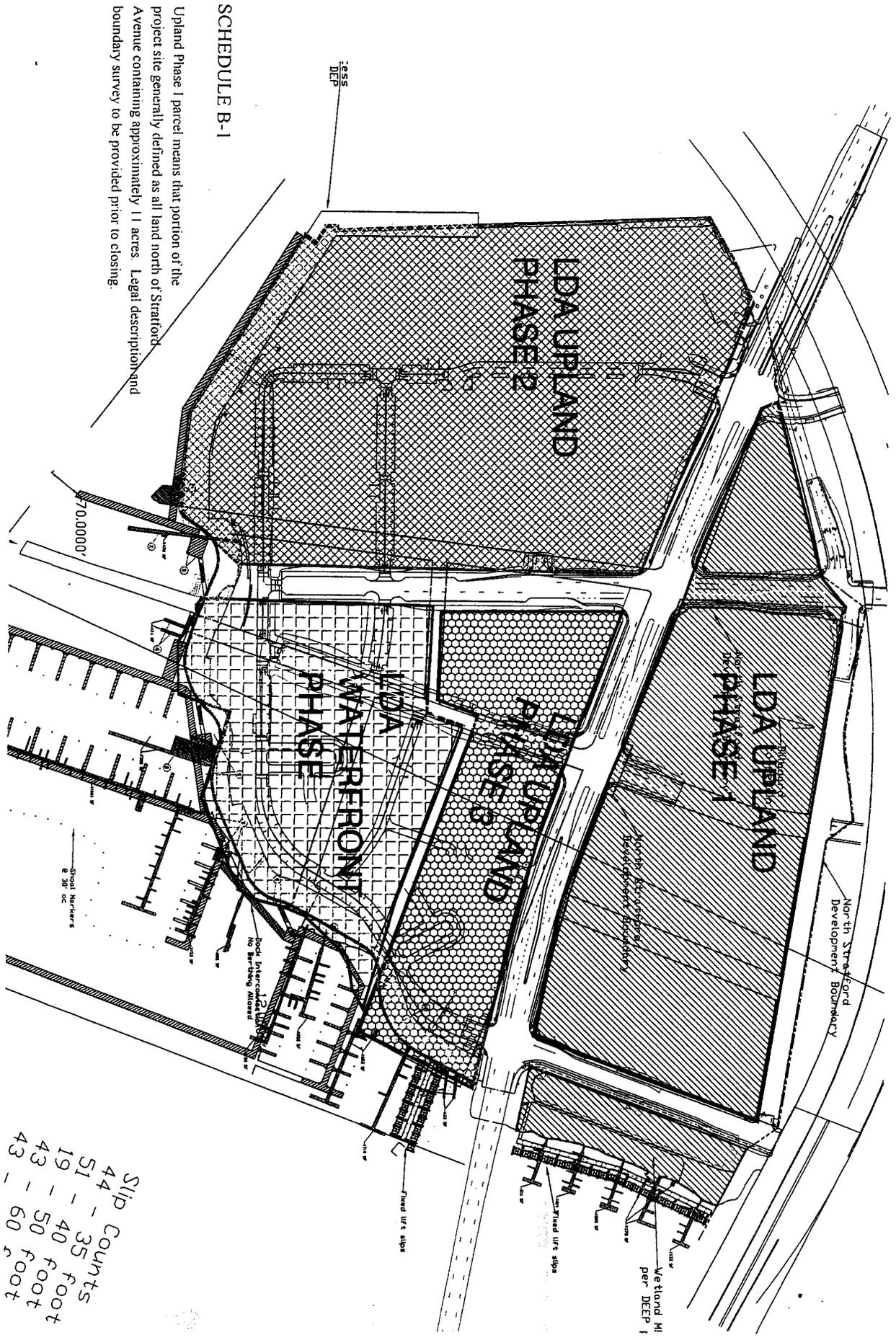
Steel Point Harbor - Estimated Capital Needs vs. Sources

| Capital Needs | | TOTAL | Phase 1 7/1/11 | Phase 2 7/1/14 | Phase 3 7/1/16 | Phase 4 7/1/17 | Phase 5 7/1/20 |
|--------------------------|--|---------------------|---------------------|--------------------|---------------------|--------------------|-------------------|
| Stratford Ave. | Full Depth Reconstruction | \$ 6,271,369 | \$ 6,271,369 | \$ - | \$ - | \$ - | \$ - |
| East Main North | Full Depth Reconstruction | \$ 1,438,517 | \$ 1,438,517 | \$ - | \$ - | \$ - | \$ - |
| East Main | Drainage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| East Main South | Full Depth Reconstruction | \$ 1,021,011 | \$ 1,021,011 | \$ - | \$ - | \$ - | \$ - |
| Waterview | Full Depth Reconstruction | \$ 1,057,491 | \$ 1,057,491 | \$ - | \$ - | \$ - | \$ - |
| Waterview South | Full Depth Reconstruction | \$ 2,361,312 | \$ - | \$ 1,800,000 | \$ 561,312 | \$ - | \$ - |
| Pembroke South | Full Depth Reconstruction | \$ 775,433 | \$ 775,433 | \$ - | \$ - | \$ - | \$ - |
| Pierpoint St | Full Depth Reconstruction | \$ 542,226 | \$ - | \$ 542,226 | \$ - | \$ - | \$ - |
| Cut Through St | Full Depth Reconstruction | \$ 335,229 | \$ - | \$ - | \$ 335,229 | \$ - | \$ - |
| Streetscape | Landscape, Lighting, etc. | \$ 4,996,431 | \$ 1,029,000 | \$ 2,000,000 | \$ 1,907,431 | \$ - | \$ - |
| Parking | Structured Commercial | \$ 55,731,089 | \$ 20,000,000 | \$ 20,000,000 | \$ 10,731,089 | \$ 5,000,000 | \$ - |
| Sanitary | | \$ 516,200 | \$ 516,200 | \$ - | \$ - | \$ - | \$ - |
| Water | | \$ 1,974,000 | \$ 1,974,000 | \$ - | \$ - | \$ - | \$ - |
| Electric | | \$ 2,027,500 | \$ 2,027,500 | \$ - | \$ - | \$ - | \$ - |
| Telecommunications | | \$ 1,459,800 | \$ 1,459,800 | \$ - | \$ - | \$ - | \$ - |
| Gas | | \$ 811,500 | \$ 811,500 | \$ - | \$ - | \$ - | \$ - |
| Harborwalk | Pedestrian Paths & Park | \$ 2,530,395 | \$ - | \$ 2,530,395 | \$ - | \$ - | \$ - |
| Marina | Bulkheads, Dredging, Piers and Utilities | \$ 27,976,450 | \$ - | \$ 15,000,000 | \$ 12,976,450 | \$ - | \$ - |
| Soil Conditions | Environ. Remediations & Foundations | \$ 20,606,250 | \$ 2,500,000 | \$ 10,950,000 | \$ 4,156,250 | \$ 3,000,000 | \$ - |
| HARD COSTS TOTAL | | \$32,972,073 | \$10,281,021 | \$2,222,221 | \$10,597,761 | \$3,000,000 | \$ - |
| Preliminary Design | Site assessments & analysis | \$ 1,707,654 | \$ 1,707,654 | \$ - | \$ - | \$ - | \$ - |
| STC Roadway Design | Construction plans completed Jan 2012 | \$ 2,464,655 | \$ 2,464,655 | \$ - | \$ - | \$ - | \$ - |
| Shoreline & Marina | Permits obtained December 2011 | \$ 1,057,964 | \$ 1,057,964 | \$ - | \$ - | \$ - | \$ - |
| Remedial Action Plan | Phase 1 RAP and sitewide analysis | \$ 924,797 | \$ 924,797 | \$ - | \$ - | \$ - | \$ - |
| Final Design | Assumes 8% | \$ 10,589,776 | \$ 3,270,546 | \$ 4,225,810 | \$ 2,453,421 | \$ 640,000 | \$ - |
| Inspection & Testing | Assumes 10% | \$ 13,237,220 | \$ 4,088,182 | \$ 5,282,262 | \$ 3,066,776 | \$ 800,000 | \$ - |
| GRAND TOTAL NEEDS | | \$52,354,270 | \$18,131,616 | \$2,222,221 | \$16,187,958 | \$3,440,000 | \$ - |

All figures are conceptual and illustrative only and are not a fixed final design. Final Design, Size and locations subject to change during the Detailed Design Approval process. Construction costs are engineers estimates only.

SCHEDULE B-1

Upland Phase I Parcel Description



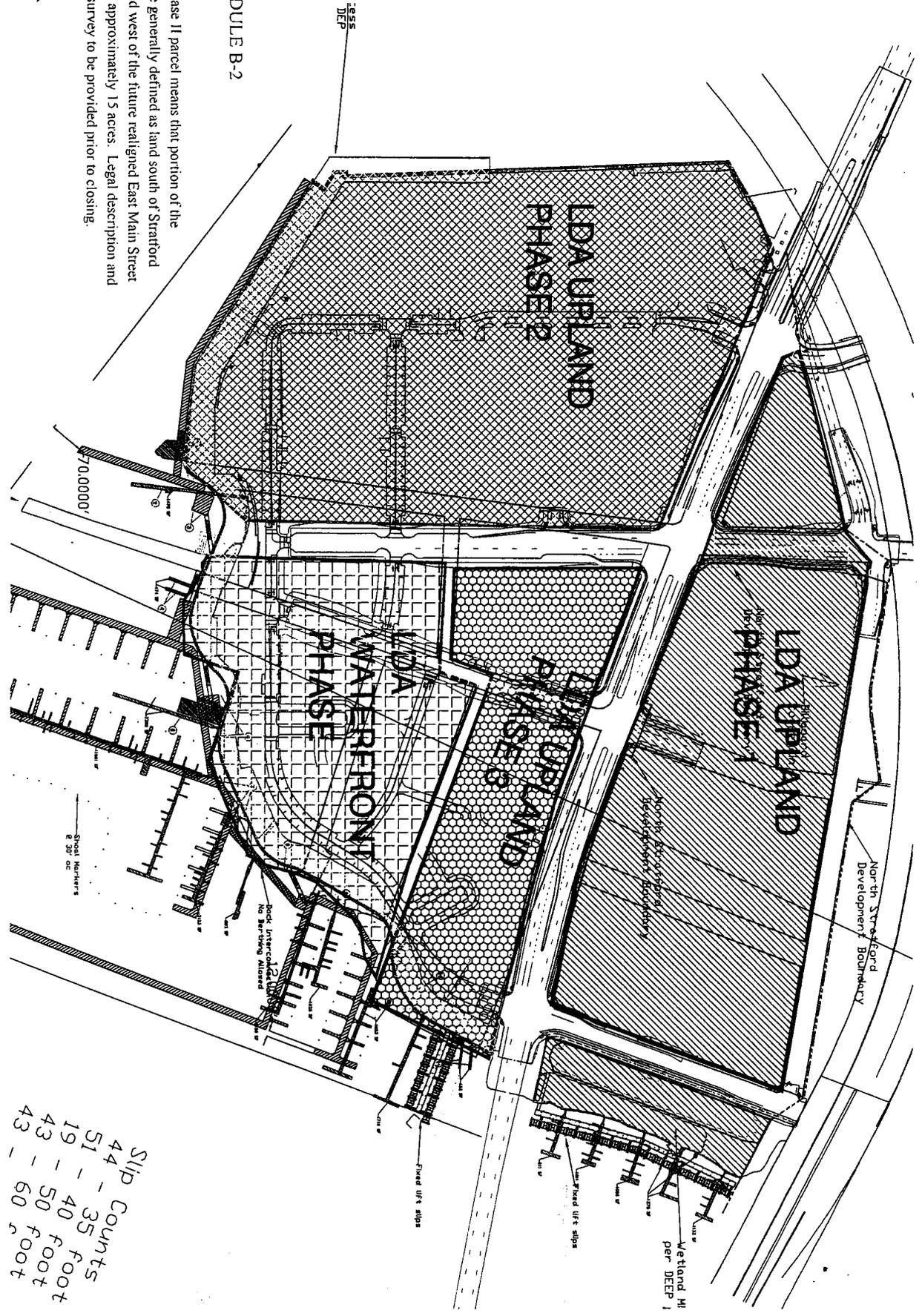
SCHEDULE B-1

Upland Phase I parcel means that portion of the project site generally defined as all land north of Stratford Avenue containing approximately 11 acres. Legal description and boundary survey to be provided prior to closing.

- Slip Counts
- 44 - 35 foot
- 51 - 40 foot
- 19 - 50 foot
- 43 - 60 foot

SCHEDULE B-2

Upland Phase II Parcel Description



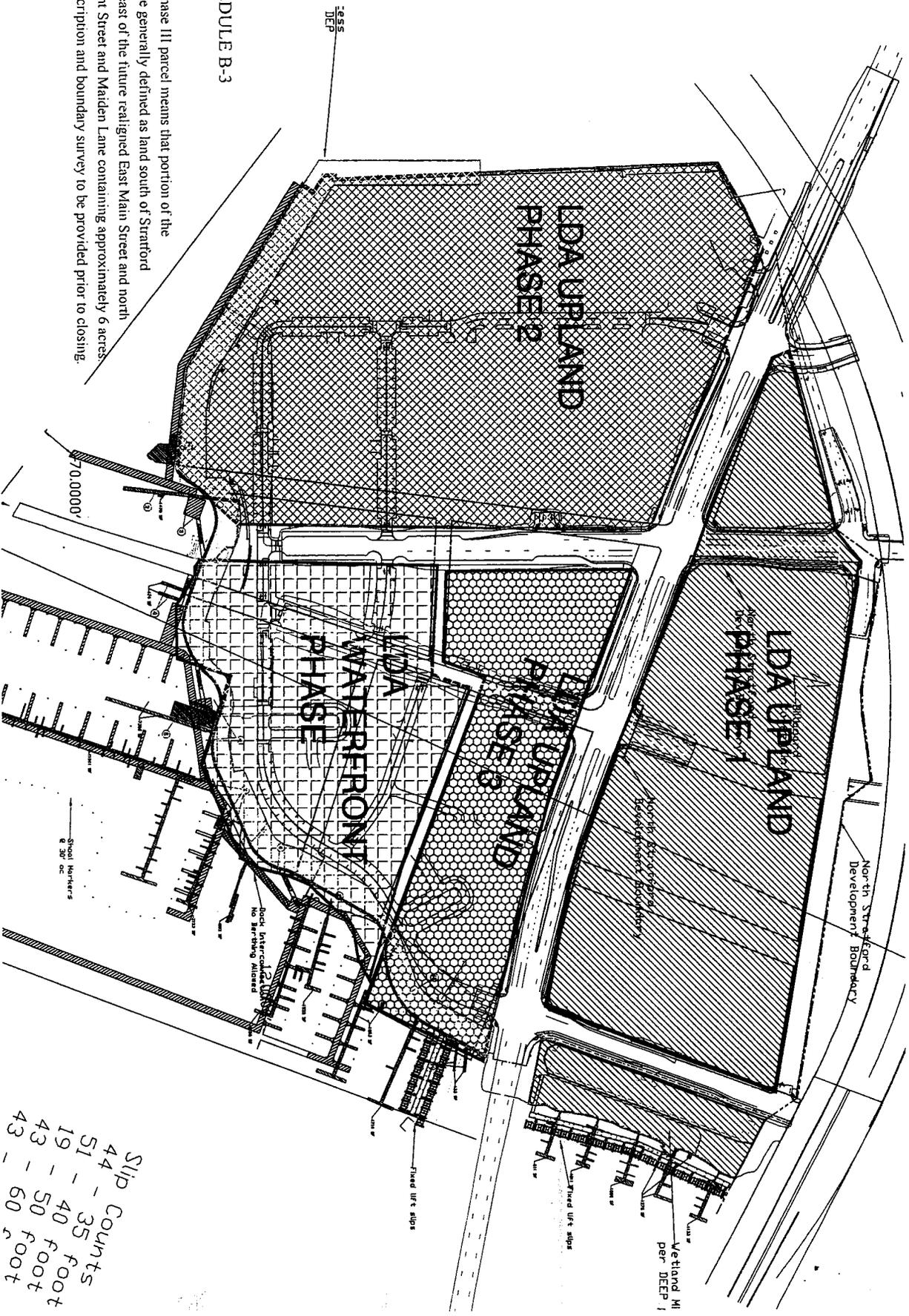
SCHEDULE B-2

Upland Phase II parcel means that portion of the project site generally defined as land south of Stratford Avenue and west of the future realigned East Main Street containing approximately 15 acres. Legal description and boundary survey to be provided prior to closing.

- Slip Counts
- 44 - 35 foot
- 51 - 40 foot
- 19 - 50 foot
- 43 - 60 foot
- 43 - 60 foot

SCHEDULE B-3

Upland Phase III Parcel Description



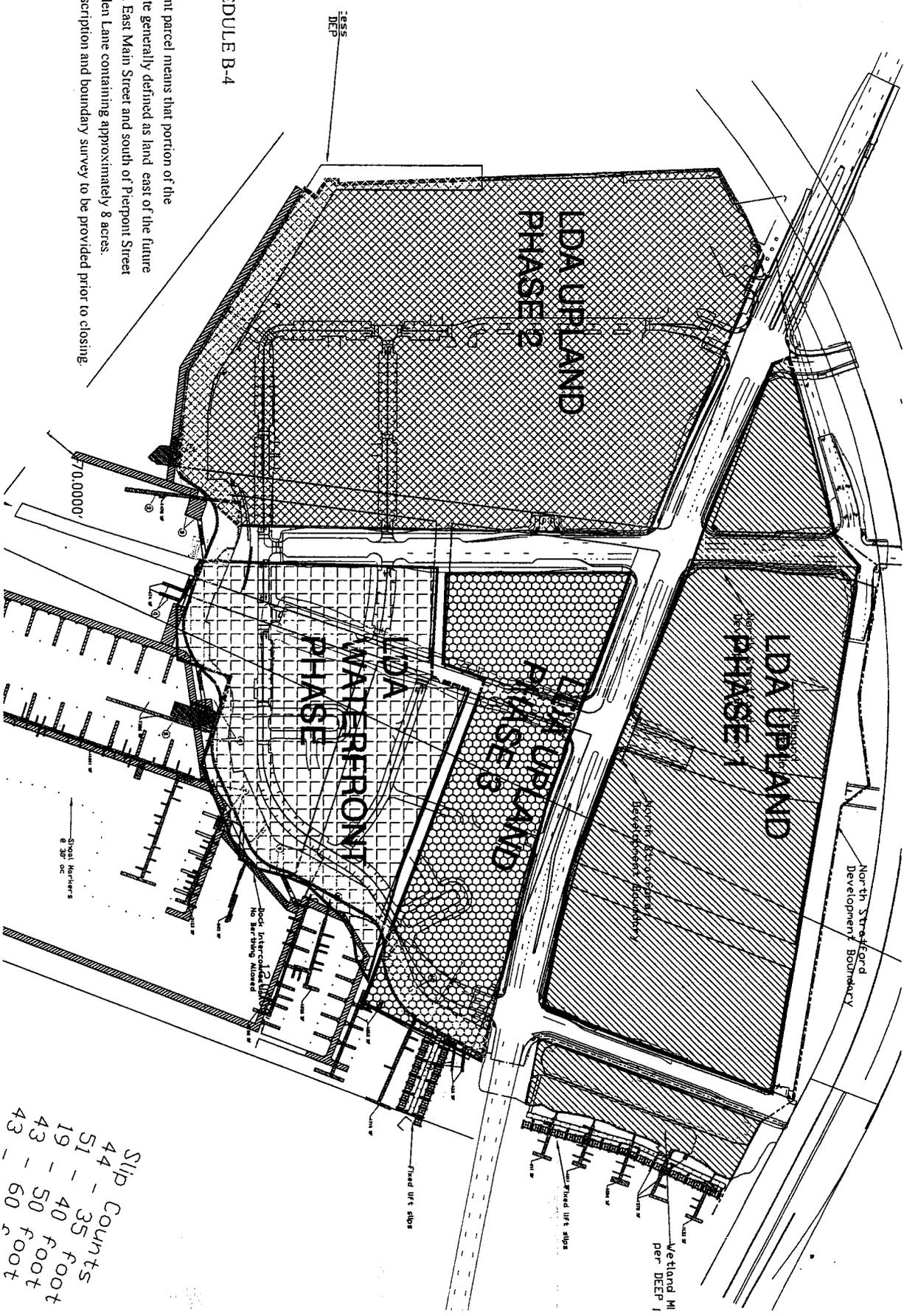
SCHEDULE B-3

Upland Phase III parcel means that portion of the project site generally defined as land south of Stratford Avenue, east of the future realigned East Main Street and north of Pierpont Street and Maiden Lane containing approximately 6 acres. Legal description and boundary survey to be provided prior to closing.

- 44 - 35 foot
- 51 - 40 foot
- 19 - 50 foot
- 43 - 60 foot
- 43 - 60 foot

SCHEDULE B-4

Waterfront Parcel Description



SCHEDULE B-4

Waterfront parcel means that portion of the project site generally defined as land east of the future realigned East Main Street and south of Pierpont Street and Maiden Lane containing approximately 8 acres. Legal description and boundary survey to be provided prior to closing.

- 44 - Slip Counts
- 51 - 35 foot
- 19 - 40 foot
- 43 - 50 foot
- 43 - 60 foot

SCHEDULE C

Bond-Funded District Improvements¹

I. Estimated Hard Costs

| | |
|---|--------------|
| Stratford Avenue – Full Depth Reconstruction | \$ 6,271,369 |
| East Main North – Full Depth Reconstruction | 1,438,517 |
| East Main – Drainage | – |
| East Main South – Full Depth Reconstruction | 1,021,011 |
| Waterview – Full Depth Reconstruction | 1,057,491 |
| Waterview South – Full Depth Reconstruction | 2,361,312 |
| Pembroke South – Full Depth Reconstruction | 775,433 |
| Pierpoint Street – Full Depth Reconstruction | 542,226 |
| Cut Through Street – Full Depth Reconstruction | 335,229 |
| Streetscape – Landscape, Lighting, etc. | 4,936,431 |
| Parking – Structured Commercial | 55,731,089 |
| Sanitary | 516,200 |
| Water | 1,974,000 |
| Electric | 2,027,500 |
| Telecommunications | 1,459,800 |
| Gas | 811,500 |
| Harborwalk – Pedestrian Paths and Park | 2,530,395 |
| Marina – Bulkheads, Dredging, Piers and Utilities | 27,976,450 |
| Soil Conditions – Environmental Remediation and Foundations | 20,606,250 |
| Preliminary site assessment, STC roadway design, shoreline and marina permitting ² | 6,155,070 |

¹ Note – All figures are conceptual and illustrative only and are not a fixed final design. Final design, size and locations are subject to change during the detailed design approval process. Construction costs are engineers' estimates only. Includes all real property and interests therein to be acquired by the District.

² Includes all of the Developer's previously incurred design and permitting costs to be acquired by the District.

TOTAL HARD COSTS: \$ 138,527,273

II. Estimated Soft Costs

Design (8% of Hard Costs) \$ 10,589,776

Inspection and Testing (10% of Hard Costs) 13,237,200

Pre-funded Administrative Expenses 123,200

TOTAL SOFT COSTS: \$ 23,950,176

GRAND TOTAL: \$ 162,477,449

Schedule D

District Improvement Budget

Total Cost of District Improvements:

| | |
|---------------------------|----------------------|
| District Improvements | \$162,477,449 |
| Debt Service Reserve Fund | \$16,420,981 |
| Capitalized Interest | \$29,426,985 |
| Costs of Issuance | \$6,650,000 |
| Interest on Advances | \$13,583,651 |
| Other | \$2,599,934 |
| | |
| Total | \$231,159,000 |
| | |
| | |

Total Sources for District Improvements:

| | |
|--|----------------------|
| Bond Proceeds | \$190,000,000 |
| TIGER Grant | \$11,159,000 |
| District Revenue Bonds | \$30,000,000 |
| Developer Funded Advances - net ³ | -0- |
| | |
| Total | \$231,159,000 |

³ Developer Funded Advances expected to be repaid from Bond proceeds in 2016 and 2017.

SCHEDULE E

Bond Issuance Requirements as to each series of Bonds

Prior to Offering Bonds for Sale

1. Completed benefit assessment plan, submitted to the City and acceptable to the Underwriter.
2. Appraisal, submitted to the City and acceptable to the Underwriter.
3. Market study, submitted to the City and acceptable to the Underwriter.
4. Engineer's report confirming costs of all District Improvements which form the basis of the "as-improved" appraisal (both Bond- Funded District Improvements and Developer- Funded District Improvements), the existence of all discretionary permits necessary to proceed with the District Improvements, and confirmation that all ministerial permits can be obtained in normal course, submitted to the City and all being acceptable to the City and the Underwriter.
5. If applicable, a Completion Guaranty in a form acceptable to the City and the Underwriter.
6. Evidence that all conditions have been satisfied to effectuate the transfer of the District Property to the Developer in accordance with the Development Agreement upon the sale and issuance of the Bonds.
7. District Improvement Agreement by and between the City and District, providing for the design, construction, operation, maintenance, repair and replacement of the District Improvements, including garages, streets, sidewalks and utilities by the District, the Developer or other entities acting on behalf of the District or the Developer.
8. Administrator Agreement, by and between the District and the Administrator, providing for assistance with estimating assessments, collecting delinquent taxes, responding to property owner inquiries, and preparing and filing continuing disclosure.
9. Engagement by District of a Consulting Engineer acceptable to the City, and engaged pursuant to a contract acceptable to the City and the District, for the oversight of the construction of the District Improvements and approval of Bond fund requisitions.
10. Construction schedule for construction of all District Improvements approved by the City (which approval shall not be unreasonably withheld) and the Underwriter.
11. The substantially final form of the Indenture, the Bonds and other documents as reasonably requested by the City and acceptable to the City and the Underwriter.
12. A document that sets forth the plan of finance for the District and the Development including planned phasing of the bonds and the anticipated bond structure. Also, a parameters resolution that provides a not-to-exceed interest rate and principal amount of Bonds as approved by the District and acceptable to the City and Developer.
13. Evidence that payment of all property taxes due and payable on District Property have been paid.

14. Letter from District and Developer confirming that there is no litigation pending or threatened that would materially adversely affect the District's or Developer's financial condition or ability to consummate transactions contemplated by the Development.
15. Evidence of the availability of financing for the Developer Funded District Improvements submitted to the City at least 30 days prior to the mailing of the Official Statement and acceptable to the Underwriter.
16. Tax Collection Agreement by and between the City and the District, providing for the collection and enforcement of District property taxes, special and/or benefit assessments and other amounts related thereto, by the City of behalf of the District.

Prior to Closing Bonds

1. Transfer of the District Property to the Developer in accordance with the Development Agreement.
2. The final form of the Indenture, the Bonds and all documents and agreements entered into in connection with the Bonds, including, but not limited to, any terms related to the pricing, sizing and phasing of the Bonds, shall be acceptable to the City, the District and the Developer for the Series A Bonds, and shall be acceptable to the City and the District for the subsequent Series B Bonds, Series C Bonds and Series D Bonds.

SCHEDULE F

Estimated Use of Series A Bond Proceeds¹

| | |
|---|--------------|
| Stratford Avenue – Full Depth Reconstruction | \$ 6,271,369 |
| East Main North – Full Depth Reconstruction | 1,438,517 |
| East Main South – Full Depth Reconstruction | 1,021,011 |
| Waterview – Full Depth Reconstruction | 1,057,491 |
| Pembroke South – Full Depth Reconstruction | 775,433 |
| Streetscape – Landscape, Lighting, etc. | 1,029,000 |
| Parking – Structured Commercial | 20,000,000 |
| Sanitary | 516,200 |
| Water | 1,974,000 |
| Electric | 2,027,500 |
| Telecommunications | 1,459,800 |
| Gas | 811,500 |
| Soil Conditions – Environmental Remediation and Foundations | 2,500,000 |
| Preliminary site assessment, STC roadway design, shoreline and marina permitting ² | 6,155,070 |
| Design (8% of Hard Costs) | 3,270,546 |
| Inspection and Testing (10% of Hard Costs) | 4,088,182 |

¹ Note – All figures are conceptual and illustrative only and are not a fixed final design. Final design, size and locations are subject to change during the detailed design approval process. Construction costs are engineers' estimates only. Includes all real property and interests therein to be acquired by the District.

² Includes all of Developer's previously incurred design and permitting costs to be acquired by the District.

| | |
|------------------------------------|---------------------|
| Pre-Funded Administrative Expenses | 123,200 |
| TOTAL: | \$54,518,819 |
| ROUNDED | \$54,600,000 |

SCHEDULE G

Minority Business Enterprise Ordinance

Section 3.12.130 of the Bridgeport Municipal Code

3.12.130 Minority business enterprise program.

A. Purpose. The purpose of this chapter is to:

1. Recognize the findings of the Disparity Study dated March 2005 conducted at the city's request;
2. Implement a race and gender-conscious program to correct historic discrimination in contracting for those groups identified in the Disparity Study;
3. Create a sheltered market program to benefit small, Bridgeport-based businesses by providing a pool of contracts for which they can compete on a fair basis; and
4. Take steps to reduce or eliminate aspects of the city's bidding and contracting processes that pose the greatest difficulties for minority businesses and other small businesses and hinder their participation, prosperity and growth.

B. Definitions. All capitalized terms not defined in this chapter shall have the meanings assigned to them in Section 3.08.070, Purchasing procedure, unless the context otherwise requires.

"African American" means a Black American, including all persons having origins in any of the Black African racial groups not of Hispanic origin.

"American Indian" means a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

"Asian American" means an Asian American, including all persons having origins in any of the countries of the Asian continent, Southeast Asia, an Asian Pacific American and a Pacific islander.

"Business" means a business defined under "company."

"Certified" means an MBE, WBE or DBE contractor whose status as a member of a particular minority group classification has been established, certified or accepted for participation in any minority, disadvantaged or small business program by: (a) any state of Connecticut agency or quasi-governmental agency, (b) any other state governmental or quasi-governmental agency in another state, and (c) any governmental or quasi-governmental agency of any city, town, county or municipality in Connecticut or any other state, and which certified contractor otherwise possesses the experience, skills and resources to satisfy a city contract and/or contract category.

"City contract" for purposes of this chapter means any contract, purchase order, bid, quote or selection process involving work in the nature of construction (including new construction, rehabilitation, demolition and sitework), architecture and engineering, professional services, nonprofessional services, or goods.

"Company" means a business enterprise, including a corporation, partnership, joint venture, limited liability company, limited liability partnership or sole proprietorship.

"Compliance committee" means a committee established by the administrator to oversee the implementation of this chapter, compliance with its provisions, interpretations of its meaning and application, hearing and resolution of protests and complaints, and implementation of remedies and

penalties, consisting of the administrator, a representative of the purchasing department, a representative of the city attorney's office, the city council's legislative director, and a representative from any city consultant engaged for purposes of implementation and/or compliance.

"Compliance reports" means those reports identified in this chapter prepared by the person or department designated or otherwise prepared at the request of the administrator or his designee, including any city consultant engaged for such purpose, to track all phases of the program established by this chapter, including utilization of minority contractors and Bridgeport businesses, compliance by bidders and various participants in the implementation of or compliance with the program, outreach efforts, protests and complaints received and determined, enforcement actions taken, liquidated damages assessed, debarments and disciplinary actions recommended, and such other reports as the administrator may deem necessary or desirable.

"Contracting category" means contracts for construction, contracts for architecture and engineering, contracts for professional and nonprofessional services, and goods.

"Disadvantaged business enterprise" or "DBE" means an individual having a physical impairment that substantially limits one or more of the major life activities of the individual or who has a record of such an impairment that is certified.

"Due diligence criteria" for purposes of this chapter, means a fair and unbiased method by which a contracting officer obtains informal quotes when permitted by Section 3.08.070 from companies, including MBEs, WBEs and DBEs, such that bias, prejudice and discretionary practices by a contracting officer are minimized and city contracts are awarded in compliance with the requirements of this chapter.

"Evaluation credits" means, in a qualifications-based selection process, the assignment of ten additional points to applicable target groups when evaluating their qualifications and/or their proposals, based upon a uniform one hundred (100) point scoring system described in this chapter in order to arrive at a short-list of proposers so that target groups are not placed at a competitive disadvantage when competing with non-target groups.

"Formal" contracts means those city contracts that exceed twenty-five thousand dollars (\$25,000.00) and are required to be publicly advertised under Section 3.08.070.

"Good faith efforts" means a prime contractor's obligations to reach out through various means and methods described in this chapter to minority contractors to participate as subcontractors in connection with the prime contractor's intention to bid for a city contract, as more particularly described in subsection (G)(5) of this section.

"Hispanic American" means a Hispanic American, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

"Industry coding" means the contracting officer's determination of and the purchasing director's agreement with the industry classification codes assigned to a city contract prior to or at the time of bid to facilitate bidding, selection, implementation, compliance, monitoring and enforcement activities.

"Informal" contracts means those city contracts under twenty-five thousand dollars (\$25,000.00) that are not required to be publicly advertised under Section 3.08.070 of this title.

"Jobs funnel" means a community effort to provide opportunities for Bridgeport residents to receive life-skills training, job training, and job placement with building trades and companies doing business with the city or in the city of Bridgeport.

"Liquidated damages" means monetary penalties that can be assessed against a prime contractor or a minority contractor for violation of the requirements of this chapter, as more particularly described in subsection (G)(3) of this section.

"Minority business enterprise," "minority contractor" or "MBE" means a minority-owned business, including minority female-owned business enterprises, the latter sometimes referred to herein as a "WMBE" that demonstrates at least fifty-one (51) percent of the ownership held by a person(s) who is a member of a racial minority group, and who exercises operational authority over the daily affairs of the business, has the power to direct policies and management, and receives beneficial interests of the business that is certified. In some cases use of the term "minority contractors" or "MBEs" may include WBEs, WMBEs and DBEs where the context requires.

"Outreach and marketing program" means a city program operated by the administrator, or his designee, including any city consultant engaged for that purpose, to attract and promote the inclusion of new and existing minority contractors into the city bidding and contracting process, including soliciting businesses to bid for city contracts and become city contractors, advertising contracting opportunities especially in media outlets sensitive to minority interests, hosting open houses, registration and networking events, arranging training opportunities, facilitating partnering with companies, and identifying agencies and for-profit and not-for-profit organizations interested in fostering the capacity and effectiveness of minority businesses, and the like.

"Prime contractor" means a nonminority contractor that seeks or obtains a city contract.

"Program administrator" or "administrator" means the city's chief administrative officer or his designee, including any city consultant engaged for implementation purposes or the compliance committee.

"Project labor agreement" or "PLA" means one (or more) agreements sought for and arranged by the city on appropriate projects or programs such as the new schools construction program to ensure the creation of trade apprenticeships and other job opportunities for Bridgeport residents in accordance with the goals of this chapter.

"Prompt payment directive" means the city's commitment to a prompt payment process developed by the administrator, director of finance and the director of information technology for: (a) all prime contractors employing minority contractors as subcontractors, and (b) all minority contractors to ensure that the city pays complete invoices in a maximum of thirty (30) days if to a prime contractor and a maximum of fifteen (15) days if to a minority contractor, except for any portions of such invoices about which there exists a legitimate dispute.

"Self-perform" means that a certified MBE, WBE or DBE contractor, whether a prime contractor or a subcontractor, performs thirty (30) percent of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls.

"Sheltered market program" means a city program developed by the administrator or his designee, including any city consultant engaged for that purpose, and the director of purchasing that creates a pool of various city contracts for SLBEs in contracting categories in which SLBEs are available that ensures fair competition for city contracts taking into account the relative sizes and resources of SLBEs so that

SLBEs compete for city contracts against other SLBEs of similar size and resources.

"Small local business enterprise" or "SLBE" means a business enterprise having its principal office in Bridgeport and a business license, and either less than five million dollars (\$5,000,000.00) in annual sales or fewer than twenty (20) employees.

"Subcontractor substitution" means a prime contractor's request to substitute or replace a minority contractor listed or identified prior to the time of award and upon which the award was made, which can only be accomplished with the administrator's, or his designee's, including a city consultant engaged for that purpose, or the compliance committee's prior written consent after written notice from the prime contractor to the administrator, with a copy to the subcontractor, both the prime contractor and the subcontractor having a right to be heard, and such a substitution must be based on good cause shown in accordance with a process established by the administrator or the compliance committee.

"Target groups" means those racial or gender groups identified in the Disparity Study that experienced historic discrimination in city contracting to such a degree that this chapter provides race and gender-conscious remedies such as set-asides, percentage attainable goals, evaluation credits or other preferences.

"Voluntary programs" means those program activities described in this chapter and other activities implemented in the future by the administrator or his designee, including any city consultant engaged for that purpose, that are designed to encourage and develop minority contractors and SLBEs, provided that such activities are legally permissible without the need to establish historic discrimination and are essentially neutral as to all types of small business enterprises, including but not limited to the creation of a sheltered market program, the adoption of project labor agreements, the creation of a jobs funnel, etc.

"Waiver" means the request for relief from a requirement of this chapter, satisfactory to the program administrator or the compliance committee, that the prime contractor's good faith efforts to identify a minority contractor or a target group, as required by this chapter, did not result in meeting at least fifty (50) percent of the requirements or goals of this chapter in spite of the prime contractor's good faith efforts to achieve compliance.

"Women business enterprise" or "WBE" means a women-owned business enterprise contractor who is not a member of a racial minority group and whose legal existence has been established for at least one year prior to the time of bid.

C. Guiding Principles.

1. It is important to implement the principles and goals of this chapter in a way that encourages the participation of MBE, WBE and DBE contractors in the city contracting process while at the same time being fair and avoiding unreasonable burdens on other contractors that are not members of such groups.
2. It is important to implementation and compliance that participants in the city contracting process, whether prime contractors, subcontractors, MBEs, WBEs, DBEs, and city officials, employees and agents, be discouraged in various ways and penalized for noncompliance, efforts to avoid or subvert, or assist others in such efforts, or to appear to be in compliance with the important principles and goals of this chapter by the use of strategies, devices, ploys and other improper means.
3. It is important in the implementation and compliance process to understand that this chapter serves as

an important tool in the revitalization of the city's economy, including the encouragement, development and success of Bridgeport companies and the employment of Bridgeport residents.

4. A prime contractor who is a certified MBE, WBE or DBE and meets the other requirements of this chapter such as the obligation to self-perform, is, by definition, in compliance with the principles and goals of this chapter.

D. Establishment of Race and Gender-Conscious Remedies.

1. Formal Prime Contract Remedies.

a. **Competitive Bids.** An attainable goal of thirty (30) percent of the aggregate dollar value of each formal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b. **Qualifications-Based Selections.** An attainable goal of thirty (30) percent of the aggregate dollar value of a city contract is established for prime contractor utilization of certain target groups during QBS processes. For purposes of this subsection, the target groups that should receive evaluation credits are:

i. City contracts for construction professionals: African Americans, Hispanic Americans, MBEs, and minority female and Caucasian female minority business enterprises.

ii. City contracts for architecture and engineering professionals: Asian Americans, Hispanic Americans, and Caucasian females.

iii. City contracts for other professional services: Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

iv. City contracts for goods and nonprofessional services: African Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

2. Informal Prime Contract Remedies.

a. An attainable goal of thirty (30) percent of the aggregate dollar value of each informal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b. Since informal city contracts awarded to prime contractors are not usually publicly advertised and tend to be awarded by individual contracting officers after informal quotes are obtained, MBEs do not participate sufficiently in city contracts to the extent that they can build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. The administrator and the director of purchasing shall implement due diligence criteria for contracting officers and standardize the process for identifying, documenting and selecting target groups for the award of informal city contracts to minimize discretionary or prohibited practices.

For purposes of this subsection, the target groups are:

i. City contracts for construction: African Americans, Hispanic Americans, and MBEs.

ii. City contracts for architecture and engineering services: Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female business enterprises.

iii. City contracts for professional services: African Americans, Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

iv. City contracts for goods and nonprofessional services: African Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

3. Disparity in Construction Subcontracting Remedy.

a. In addition to the attainable goal of thirty (30) percent of the aggregate dollar value for formal city contracts and the attainable goal of thirty (30) percent for informal city contracts, a mandatory requirement of six percent of the aggregate dollar value of formal and informal construction subcontracts is established for prime contractor utilization of certified African American businesses who self-perform and meet the other requirements of the bid. African-American businesses constitute the target group for purposes of this subsection.

b. The administrator or his designee, including any city consultant engaged for this purpose, and the director of purchasing will create a registration system that will collect business information, construction trade classification, size, capacity and other characteristics for African American contractors. City contracts for construction subcontracting reserved for African American contractors shall be based on such registry and shall be revised on an annual basis to accommodate the registration of new African American contractors in the construction trades.

c. The inability of a prime contractor to meet the mandatory six percent African American requirement of this subsection may be permitted only upon the administrator's grant of a waiver for good cause shown in accordance with this chapter. If a waiver is not granted, all or portions of the work shall be re-bid if feasible and practical or the administrator shall assign work in a fair and unbiased manner to contractors previously identified and participating in the program created by this chapter who are certified, self-perform and meet the other requirements of the bid. This mandatory requirement and a study of the general utilization of minority contractors shall be revisited in ten years from the date of the Disparity Study.

4. Sheltered Market Program for SLBEs.

a. An attainable goal of thirty (30) percent of the aggregate dollar value of city contracts to SLBEs for city contracts determined to be appropriate for the city's sheltered market program. Such attainable goal shall be implemented without regard to the minority, female or disadvantaged status of any SLBE. The administrator or his designee, including any city consultant engaged for such purpose, and the director of purchasing shall determine in which contracting categories SLBEs are available to bid for city contracts and shall bid such contracts to SLBEs in a manner that ensures fair competition, taking into account the relative sizes of available SLBEs so that SLBEs compete for such city contracts against other SLBEs of similar size.

b. This program will enable such SLBEs to build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. In order to identify the SLBEs interested in obtaining city contracts, the administrator or his designee, including any city consultant engaged for such purpose, and the director of purchasing will create a registration system that will collect SLBE business information, industry classification, size in terms of annual sales, capacity, workforce size, equipment and other characteristics. The city contracts sought to be awarded to SLBEs in the sheltered market program shall be based upon such registry and shall be revised on an annual basis to accommodate the registration of new SLBEs. All SLBEs on the registry shall receive procurement notices for the city contracts reserved for the sheltered market according to each SLBE's

industry coding and according to their availability and their experience, skills and resources to satisfy a city contract and/or contract category.

c. SLBEs are not required to meet MBE, WBE or DBE goals established by this chapter for city contracts that are not included in the sheltered market program, but are nevertheless encouraged to utilize MBE, WBE and DBE subcontractors where possible.

E. Establishment of Best Practices. For purposes of implementing the city's program, the administrator will ensure that best management practices are employed to improve MBE, WBE and DBE access to and participation in city contracts. The following practices focus on pre-award and post-award efforts and are intended to benefit all minority contractors and SLBEs interested in contracting with the city. Best practices include, but are not limited to, the following:

1. Identification of Specific Subcontractors is Required and Substitutions May Not be Made Without Good Cause Shown. Prime contractors must either identify subcontractors at the time of bid submission or indicate that they intend to meet the goals established for such contract. Following receipt of a notice of intent to award, a prime contractor must identify such subcontractors, the dollar value of each subcontractor's work, and those subcontractors may not be substituted without good cause being shown in accordance with this chapter. The administrator will determine whether good cause has been shown for the substitution of the subcontractor and shall be guided by the principles and goals of this chapter and any applicable industry standards in the contract category involved.
2. Creation of a Uniform System for Posting Procurement Notices. The administrator or his designee, including any city consultant engaged for such purpose, the director of purchasing and the director of information technology shall establish a uniform system for posting notices of city contracts that includes posting minority contracting opportunities in the purchasing department, providing computer stations available to the public in the purchasing department for contracting opportunities, registration, placing bids, etc., placing newspaper notices, website posting, fax notification, email notification and/or any combination thereof with other methods. Sufficient time should be permitted between bid posting and bid opening so that prime contractors are able to make good faith efforts to recruit minority contractor participation.
3. Unbundling of City Contract Opportunities into Smaller Contracts Where Feasible. Where practical and feasible, contracting officers seeking to bid city contracts should make every effort to unbundle contracts into separate parts of the work (including labor, materials, equipment, etc.) in a way that is practical, manageable, efficient and cost-effective, in a way that balances such concerns with the goal of maximizing the ability of MBEs to participate as subcontractors or as prime contractors themselves.
4. Revising Bonding Requirements. The administrator and the city attorney shall develop a policy to reduce or eliminate to the extent practical and feasible the bonding requirements from MBEs, WBEs and DBEs for city contracts, including for example the establishment of a contingency in the budget for the work to cover the costs and consequences of a minority contractor's failure to complete, that balances the city's concerns about job completion, risks and potential liabilities, and other legal concerns with this chapter's desire to ensure that bonding requirements do not constitute an unreasonable obstacle to participation, including the creation of a contingency fund in the budget for particular city contracts to cover the cost of complete and consequences resulting from a minority contractor's failure to perform.
5. Phased Release of Bonding and Retainage. The administrator and the city attorney shall develop a policy and procedure, when practical and feasible, to work with prime contractors to permit periodic releases of an MBE's, WBE's or DBE's performance bond, where subcontractor bonds are required by the prime contractor, and to release retainage upon satisfactory completion of portions of such

subcontractor's work so long as the prime contractor is satisfied with the quality and completion of such work. Prime contractors may not create retainage greater than five percent of the value of a minority contractor's portion of the work, but may create retainage up to ten percent in other cases according to industry standards and practices not in violation of law. Such policy and procedure shall not include the periodic release of payment bonds, since such bonds are created to protect the interests of other subcontractors or sub-subcontractors.

6. Adopt a Prompt Payment Procedure to Assist MBEs– Prohibition of "Pay When Paid" Clauses in Certain Contracts. The administrator and the director of finance shall develop a prompt payment procedure that prioritizes payments to minority contractors and the prime contractors for whom they may be working. Such procedure shall provide for the payment of complete invoices to a prime contractor that utilizes minority contractors in a maximum of thirty (30) days after receipt, elimination of any "pay when paid" clause in the prime contractor's contracts with minority contractors, and a requirement that prime contractors shall pay minority contractors within fifteen (15) days of the receipt of complete invoices. In all cases, payments in accordance with this paragraph are not required within such timeframes for invoices or portions thereof about which there exists a legitimate dispute until such dispute is resolved.

7..Adoption of Protest Procedures. The administrator and the city attorney shall develop protest procedures when contractors, whether prime contractors or minority contractors, or other persons wish to challenge a bid, contract award, grant or denial of a waiver, release of retainage, and other complaints that may arise in the interpretation, implementation, monitoring and compliance activities of this chapter, and such procedures may be similar to the bid protest procedures adopted by the board of public purchases pursuant to Section 3.08.070 of this title. Such protests shall be heard and determined by the compliance committee.

8. Collection of Monthly Records– Preparation of Compliance Reports on a Regular Basis. In order to determine the program's level of success and to address any problems that may result in the implementation of the program described in this chapter, monthly records will be available for review in the department of purchasing, and the administrator or his designee, including any city consultant engaged for such purpose, shall prepare quarterly utilization reports at the end of the months of October, January, April and July in each fiscal year for submission to the mayor and the legislative director of the city council. Such compliance reports shall include reports on minority contractor availability and utilization, employment of minority contractors, creation of apprenticeships and employment opportunities for Bridgeport residents on projects covered by project labor agreements, nature and results of bid protects, instances of noncompliance by prime contractors, minority contractors, city employees and others involved in the program.

9. Establishment of Outreach and Marketing Program. The administrator or his designee, including any city consultant engaged for such purpose, shall develop an outreach and marketing program that includes developing a tag line and print materials for an outreach campaign, creating procedures for distributing forecasts of contracting opportunities, developing arrangements with public and private agencies and organizations to disseminate information about the program described in this chapter, and conducting periodic program monitoring and evaluation as required by this chapter. This program will create a resource listing existing and new minority contractors that contains the contracting category, minority group affiliation, target group membership, experience, resources, size, equipment and other relevant information for each. Such program will also include a notification process to ensure that minority contractors and target group members obtain a timely notification designed to reach them, and sufficient time and opportunity to submit bids, quotes, qualifications or proposals to prime contractors who plan to bid for city contracts.

10. Award of City Contract to Minority Contractor Where It Was Not the Low Bidder. A minority contractor may be awarded the city contract even though it was not the low bidder in a competitive bid or competitive proposal when the prime contractor has not substantially achieved (i.e., achieved at least fifty (50) percent of) the goals set forth in this chapter applicable to such contract:

a. In a bid for an informal contract, if the minority contractor's bid is within ten percent of the low bid submitted by a prime contractor or, if greater than ten percent of the low bid, the minority contractor agrees to accept the city contract for no greater than ten percent above the low bid.

b. In a bid for a formal contract, if the minority contractor's bid is no greater than the percentage above the low bid submitted by a prime contractor stated below or, if greater than the percentage of the low bid stated below, the minority contractor agrees to accept the city contract for an amount no greater than the percentage above the low bid stated below:

i. If the minority contractor's bid is no greater than ten percent above the low bid and the low bid is one hundred thousand dollars (\$100,000.00) or less;

ii. If the minority contractor's bid is no greater than seven percent above the low bid and the low bid is five hundred thousand dollars (\$500,000.00) or less; or

iii. If the minority contractor's bid is no greater than five percent above the low bid and the low bid is one million dollars (\$1,000,000.00) or less.

c. Notwithstanding anything contained in this subsection to the contrary, if the bid or proposal requests quotes for base work and quotes for alternate additions or deductions, all bids must be analyzed on a fair and equitable basis without manipulation of the base bid and the alternate bids in such a way that makes the calculation of the low bid suspect or questionable in violation of the principles of this chapter.

11. Uniform Scoring System for QBS Processes. The administrator and the city attorney will develop a uniform one hundred (100) point system for use in qualifications-based selection processes. Target groups determined in accordance with this chapter for the contracting category involved will be entitled to an additional ten points above the score that they receive as a result of the one hundred (100) point system in determining whether they are part of the short list of contractors arrived at for purposes of making a final selection. The final selection shall then be made in the ordinary course of making a qualifications-based selection.

12. Adoption of Due Diligence Criteria for Informal Bids. In bids for informal contracts, the administrator and the purchasing director shall develop due diligence criteria for contracting officers so that informal contracts are awarded in a fair and unbiased method. Contracting officers may only make recommendations to the purchasing department for the award of an informal contract in order to minimize discretionary practices and to ensure that the goals of encouraging awards to minority contractors and SLBEs in accordance with this chapter.

F. Priority of Federal and State Minority Business Award Criteria. Often, with regard to federal and state funding of loans and grants, such governments require their own criteria and goals for awarding contracts to MBEs, WBEs and DBEs when federal or state dollars, respectively, are used to procure the goods or services desired. Recipients of federal and state funds are often required to implement measures to ensure equitable minority contracting whether a disparity was found or not. Therefore, notwithstanding anything contained in this chapter to the contrary, any requirements of federal or state governments relating to the award of contracts to SBEs, MBEs, WBEs, MWBEs or DBEs shall govern

over any inconsistent provision of this chapter.

G. Compliance– Good Faith Efforts– Penalties– Miscellaneous.

1. Compliance with and good faith adherence to the requirements of this chapter by prime contractors, minority contractors, city officials and employees, and others involved in the city contracting process is mandatory, except where otherwise provided or permitted by this chapter.
2. No scheme, strategy, ruse, artifice, collaboration, passthrough or other device to make it appear that compliance with this chapter has been achieved or to avoid compliance with this chapter is permitted.
3. Any prime contractor, minority contractor or other company involved in city contracting that violates this chapter, avoids, or attempts to avoid the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans that may be adopted, shall be subject to debarment under the provisions of Section 3.08.090 of this title. The administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, may direct that payment to prime contractors or minority businesses involved in a city contract be withheld until any violation of this chapter has been corrected, or may deduct any monetary penalty from any monies that the city owes to such contractor, without the city incurring any additional cost, charge, interest or other fee from the company committing the violation. The city may also impose and collect liquidated damages in the amount of two hundred dollars (\$200.00)/day for each day that a violation has been committed and continues ("liquidated damages"), unless the company proves and the administrator finds that mitigating or extenuating circumstances to exist, in which case such liquidated damages may be reduced in the administrator's discretion. Such liquidated damages may be imposed because of the difficulty and expense of attempting to quantify the value and assess the damage done to the program adopted under this chapter, and all companies submitted bids or proposals for city contracts shall be deemed to understand and accept the imposition of liquidated damages for violations of this chapter. The administrator shall use liquidated damages that are collected to fund outreach and educational efforts under this chapter.
4. Any city employee deemed by the administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, to have violated this chapter in an intentional or grossly negligent manner or who has avoided or attempted to avoid, or to have assisted or encouraged a company to avoid or attempt to avoid, the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans adopted, shall be recommended for progressive disciplinary action within such employee's department and if necessary with the involvement of the city department of labor relations, subject to the terms of any collective bargaining agreement that applies.
5. Mandatory Good Faith Efforts– Waivers– Exceptions. A prime contractor has the burden to demonstrate at the time of receipt of a notice of intent to award a city contract, and before the contract is awarded, that it is committed to and will be able to achieve the goals and requirements of this chapter. If, however, the prime contractor believes that it cannot achieve the goals and requirements of this chapter, it must demonstrate that it has (a) completed good faith effort No. 1 below and has met at least two of good faith efforts Nos. 2 through 7 identified below (collectively, "good faith efforts") to the reasonable satisfaction of the administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee in order to justify a waiver of the requirements of this chapter involved in the particular situation. Good faith efforts are:

No. 1– City Website and Newspaper Notice. Publish a notice seeking subcontractors on the city's purchasing website and an advertisement (one column inch minimum) in the Saturday edition of the

Connecticut Post, in the public notices section, entitled "Bridgeport Minority Contracting Opportunity" in bold lettering describing the type or types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 2– Written Notices to Business Associations or Agencies. The prime contractor shall send written notices to at least two business associations or development agencies, profit or nonprofit, that represent or are associated with the interests of minority contractors and who disseminate bid opportunities and other information to minority contractors, so long as such notices are sent within a reasonable time prior to the deadline for the submission of each bid, quotation or proposal. Such notices shall describe the types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought. The prime contractor shall make every reasonable effort to respond to the inquiries and information requests of minority contractors within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 3– Searching Available Databases and Lists of Minority Contractors. The prime contractor shall take steps to identify minority contractors in the contracting category doing the type of work sought in connection with the city contract from lists available from the purchasing department, on the city's purchasing website or other internet websites, or at other locations.

No. 4– Obtaining Quotes from Available Minority Contractors. The prime contractor shall obtain written quotes from minority contractors that we rejected for good cause because of cost, quality, experience, availability, responsibility, resources, equipment, lack or inadequacy of bonding or insurance, and the like.

No. 5– Attempts to Enter Into Joint Ventures or Other Arrangements with Minority Contractors. The prime contractor shall demonstrate its attempts to enter into joint ventures or other business arrangements with minority contractors not in violation of this chapter to perform portions of the work, to supply materials, and the like, and shall document all actions taken in that regard, including, where appropriate, the reasons for the failure or rejection of such efforts.

No. 6– Placing Advertisements in Minority Business Media Outlets. The prime contractor shall advertise in media outlets associated with or likely to reach minority contractors at least two times within a reasonable time prior to the date for submission of the bid, quotation or proposal for the city contract involved that includes a reasonable time for minority contractors to provide quotes.

No. 7– Other Efforts Particular to the Bid. The administrator may approve other good faith efforts that can be made in connection with a particular bid.

6. Exemptions– Waivers.

a. The following procurements are exempt from the application of this chapter:

i. Qualified purchases, emergency purchases, or purchases from federal, state, regional or other cooperative bidding arrangements.

ii. Bids that are otherwise exempted from competitive bidding or procurement requirements under the city's purchasing ordinance or city charter, for example, the selection of bond underwriters for the sale of

city general obligation bonds.

b. When a prime contractor is unable to meet at least fifty (50) percent of the goal established for a particular city contract, the administrator or his designee, including any consultant engaged for that purpose, or the compliance committee, may grant a waiver if the prime contractor can demonstrate either that:

i. Its workforce includes thirty (30) percent Bridgeport residents;

ii. It will hire only Bridgeport residents for jobs the prime contractor identifies will be created as a result of the city contract; or

iii. That it has a good record of hiring minority contractors in the two-year period prior to the city bid but has been unable to utilize minority contractors for the city contract for good cause shown.

c. Other work for which the administrator determines that there are no minority contractors registered, available or qualified to bid on such work.

d. Any waiver request and all supporting documentation and must be submitted to and accepted by the administrator prior to the contract being awarded.

7. Prohibition Against Double-Counting. Minority contractor participation in a city contract may not be double-counted in calculating whether the percentage goal has been met. If, for example, a minority contractor is also a minority female contractor, in calculating the prime contractor's compliance with the attainable goal, the minority contractor's portion of the contract may be calculated only in terms of the aggregate value of its portion of the contract work as a percentage of the total contract work.

8. Implementation Timetable. The administrator has discretion to determine the applicability of this chapter to city contracts that are close to being awarded and those that will be awarded soon after passage for purposes of feasibility and practicality.

(Ord. dated 7/2/07; Ord. dated 6/19/06 (part); Ord. dated 4/3/06; Ord. dated 11/7/05)

SCHEDULE H

FIRST SOURCE HIRING AGREEMENT

AGREEMENT between the **City of Bridgeport**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("**City**") and the **Steel Pointe Infrastructure Improvement District**, a special taxing district formed on February 23, 2012 by the City pursuant to the authority contained in Public Act 05-289, as amended by Public Act No. 07-196, having an address In care of the City of Bridgeport Office of Planning and Economic Development, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604 ("**District**").

Recitals:

WHEREAS, the City requested and the Bridgeport Redevelopment Agency ("**BRA**") adopted that certain East Side NDP Area No. 1 Urban Renewal Plan dated November 20, 2007 as amended and restated to date ("**Urban Renewal Plan**") pursuant to Chapter 130 of the Connecticut General Statutes in part to enable the City to acquire all the real properties and improvements comprising the Steel Point peninsula described on Schedule A attached hereto and made a part hereof (the "**Project Site**");

WHEREAS, the City has designated Bridgeport Landing Development, LLC as the "preferred developer" ("**BLD**" or the "**Developer**") of the Project Site in accordance with that certain Development and Acquisition Agreement dated November 28, 2007 and that certain First Amended Development and Acquisition Agreement dated November 10, 2009, both of which agreements have been approved by the Bridgeport City Council and the BRA (collectively, the "**Development Agreement**");

WHEREAS, BLD has received approval for a new Planned Development District ("**PDD**") and a General Development Plan ("**GDP**") as more fully set forth on the redevelopment plans ("**Redevelopment Plan**") entitled "Steelpointe Harbor Planned Development District, PDD/GDP Filing" and the BRA, the Bridgeport City Council, from the Bridgeport Planning & Zoning Commission ("**PZC**") (Application No. 10-20) by separate actions in 2010, respectively, approving the Redevelopment Plan, the GDP and the PDD Design Standards on May 19, 2010, effective June 6, 2010 ("**Land Use Approvals**");

WHEREAS, the District will manage and supervise the construction of various District improvements, including, but not limited to, the relocation of Public Service Utilities, roadway and traffic service improvements including new roadways, parking garages, bulkheads and related marine facilities and mitigation, parks, public promenades, gardens, shade trees and public spaces within the Project Site ("**Public Infrastructure Improvements**") with the assistance and advice of the City and the Developer;

WHEREAS, the District desires that the work involved in the Public Infrastructure Improvements reflect the important goals, requirements, principles, good faith efforts,

best practices, reporting and enforcement provisions currently set forth in the City of Bridgeport's Minority Business Enterprise Ordinance, Section 3.12.130, Bridgeport Municipal Code, amended effective July 19, 2007 (the "**MBE Ordinance**"), a copy of which is attached hereto as **Exhibit A** and made a part hereof as if fully set forth herein; and

WHEREAS, the District desires to adopt this Agreement in order to implement the goals of the MBE Ordinance with respect to Public Infrastructure Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Definitions: All Capitalized terms used herein shall have the meanings set forth in the MBE Ordinance, unless otherwise defined herein or in other documents specifically referred to herein, attached hereto, or incorporated by reference herein.

"**Public Infrastructure Improvement**" has the meaning set forth in that certain Land Development and Acquisition Agreement between the City of Bridgeport and Bridgeport Landing Development LLC dated November 10, 2009 (the "**Land Development Agreement**" or "**LDA**") which is incorporated by reference as if fully set forth herein.

"**Qualifying Individual**" means a person who is a resident of the City of Bridgeport having the necessary life skills (ability to read, write, communicate orally, balance a checkbook or handle basic financial matters, and the minimum level of experience necessary for entry-level employment to perform the job in question under this program, who is able to come to work on time and perform his/her responsibilities in a drug-free workplace.)

"**Resident**" means a person who is a resident of the City of Bridgeport for a minimum of one year prior to the time of making application for work under this program.

1. **Brief Description of the Program.** This program is an effort to encourage and contract with Minority Business Enterprises and to hire Qualifying Individuals in connection with the work of Public Infrastructure Improvements constructed by the District in a manner that is consistent with the important goals, requirements, principles, good faith efforts, best practices, reporting and enforcement provisions set forth in the MBE Ordinance (the "**Program**").

2. **Incorporation of City Programs.** In order to implement the Program, the District will utilize the tools and resources contained in the City of Bridgeport's MBE Ordinance, Purchasing Ordinance (Section 3.08.070), Vendor Disqualification Ordinance (Section 3.08.090), Bid and Performance Bond Ordinance (Section 3.08.100), Ethics Ordinance (Section 2.38.010), and such other ordinances that may apply in connection with the implementation of the Program as determined by the District with the advice of the Office of the City Attorney and will take into consideration

future changes to the aforementioned ordinances in connection with the District's implementation of the Program.

3. **Resident Hiring Program; Job Fairs.** The District expressly agrees to give preference, in good faith throughout the initial construction of the Public Infrastructure Improvements to Qualified Individuals for purposes of employment in connection with the work involved in the construction of Public Infrastructure Improvements and agrees to formulate and implement measures designed to realize such policy, including, but not limited to, the conduct of annual job fairs.

4. **Applicability; Exceptions; Interpretation.** The Program shall apply to all competitive bids and qualifications-based selection processes conducted by the District itself and by construction managers, general contractors and prime contractors hired in connection with the construction of Public Infrastructure Improvements unless the requirements of any public funding source imposes its own minority hiring requirements in connection with such funding. Notwithstanding anything contained in the foregoing sentence to the contrary, the Program shall not apply to any purchases that are exempt from the MBE Ordinance of the Purchasing Ordinance, including but not limited to the purchase of utilities, selection of bond underwriters, Critical Emergency Purchases, Qualified Purchases, and the like. Interpretations regarding applicability of the Program will be made by the District with the advice of the City Attorney.

5. **Program Administrator.** The District will name an administrator for this Program (the "**Administrator**") or will instruct its hired construction managers, general contractors and prime contractors as to how the Program shall be implemented by them in connection with employing subcontractors and Qualified Individuals consistent with this Agreement.

6. **Reports; Audit Rights; Notice of Non-Compliance; Cure Period.** When requested by the City the District will provide periodic reports to the City of Bridgeport Department of Purchasing within thirty (30) days following the end of the District's fiscal quarters after such request with sufficient detail to describe the results of the District's efforts to implement the Program. At all reasonable times during normal working hours on Monday through Friday, except for holidays, the City shall have the right, upon reasonable prior notice to the District, to inspect the District's records in Bridgeport, Connecticut regarding the District's activities in furtherance of this Program, to monitor the District's activities to ensure compliance, and to take action in the case of the District's non-compliance.

7. **Implementation.** Until the District appoints an Administrator, it shall ensure that each contract award that participates in the Program complies with the Program requirements.

8. **Remedies.** The District shall have the same remedies as those set forth in the City of Bridgeport Purchasing Ordinance, Vendor Disqualification Ordinance and Ethics Ordinance, in addition to any other remedies that may apply at law or in equity.

**STEEL POINT INFRASTRUCTURE
IMPROVEMENT DISTRICT**

By: _____

Name:

Title:

Duly-authorized

CITY OF BRIDGEPORT

By: _____

Name:

Title:

Duly-authorized

Exhibit A
MBE Ordinance

SCHEDULE I

Services to be Provided by the District

Description

Landscaping

Snow Removal

Garbage Collection*

Electricity*

Water*

Sewer*

Telecommunications*

Street Maintenance

Walls, fencing, signage

Capital repairs

Lighting Maintenance

Environmental Remediation/Oversight

Security Guard Service

Storm Water Management; Basin Repair
and Maintenance

*Third party providers to furnish directly
to property owners

SCHEDULE J

Services to be Provided by the City

Description*

Police

Fire

EMS

Tax Billing and Collection (per Tax
Collection Agreement between City
and District)

School Services

Building, Housing, Health Code
Inspections

Land Use Filings, Recordings

Weights and Measures

(* Chart includes incremental services due to creation of District (e.g., police, fire, sewage treatment, solid waste transfer, health inspection, services provided to District in the same manner as anywhere else in the City).



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

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM. #103-11 Referred to ECD&E Committee on 06/18/2012

June 13, 2012

To: City Clerk

From: Alexandra McGoldrick, Acting Director, Central Grants Office

Re: Resolution - State of CT Dept. of Social Services for the Elderly Health Screening Grant Program

Attached, please find a resolution and grant summary for referral to the ECDE Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of Connecticut Dept. of Social Services for the Elderly Health Screening Grant Program

COMMUNITY DEVELOPMENT
OFFICE
JUN 13 2012

WHEREAS, the State Department of Social 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 for Elderly Health Screening; and

WHEREAS, funds under this grant will be used to provide elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over; and

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 Social Services in the amount of \$22,203 for the purpose of providing elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over.

Now therefore be it hereby **RESOLVED BY THE CITY COUNCIL**:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Social Services to provide elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Social Services for an Elderly Health Screening Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Social Services

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development

CONTACT NAME: Alexandra B. McGoldrick

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking financial assistance from the State of CT Dept. of Social Services to provide elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over.

Project Period: We currently have a 6 month grant period of 7/1/12 – 12/31/12.

PROJECT GOALS AND PROCEDURES: The City of Bridgeport will work through its Health Department to provide elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over.

IF APPLICABLE

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

Federal:
State: \$22,203
City:
Other:

FUNDS REQUESTED

Salaries/Benefits:
Supplies:



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

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

COMM. #104-11 Referred to ECD&E Committee on 06/18/2012

June 13, 2012,

To: City Clerk
From: Alexandra McGoldrick, Acting Director, Central Grants Office
Re: Resolution - State of CT Dept. of Public Health STD/TB Grant Program

Attached, please find a resolution and grant summary for referral to the ECDE Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of Connecticut Dept. of Public Health STD/TB Grant Program

RECEIVED
OFFICE OF THE CAO
2012 JUN 13 12 45

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

WHEREAS, this funding has been made possible through a grant for STD/TB Control; and

WHEREAS, funds under this grant will be used to monitor and reduce transmission of sexually transmitted diseases and TB; and,

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 of Connecticut Department of Public Health in the amount of \$312,960 for the purpose of monitoring and reducing transmission of sexually transmitted diseases and TB, and,

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Public Health for the purpose of monitoring and reducing transmission of sexually transmitted diseases and TB; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Social Services for an Elderly Health Screening Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Public Health

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development

CONTACT NAME: Alexandra B. McGoldrick

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking financial assistance from the State of CT Dept. of Public Health to monitor and reduce transmission of sexually transmitted diseases and TB.

Project Period: 5 year grant period 7/1/2012 – 6/30/2017.

PROJECT GOALS AND PROCEDURES: The City of Bridgeport will work through its Health Department to provide treatment and prevention services for sexually transmitted diseases and tuberculosis.

IF APPLICABLE

| FUNDING SOURCES (include matching/in-kind funds): | FUNDS REQUESTED |
|---|--------------------|
| Federal: | Salaries/Benefits: |
| State: \$312,960 | Supplies: |
| City: | |
| Other: | |

***93-11 Consent Calendar**

Professional Services Agreement with Milone & Macbroom, Inc. for Architectural and Engineering services related to South Avenue and Iranistan Avenue Streetscape Gateway Development.

**Report
of
Committee
on
Contracts**

Submitted: June 18, 2012

Adopted: _____

Attest: *Fleeta S. Hudson*
City Clerk

Approved: _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***93-11 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding Contract with Milone & Macbroom, Inc. For Architectural and
Engineering Services Related to South Avenue and Iranistan Avenue Streetscape
Gateway Development**

WHEREAS, the City has conducted a Request for Qualifications (RFQ) process by which it has publicly solicited competitive qualifications; and

WHEREAS, Milone & Macbroom, Inc. has been chosen as the designated firm to design streetscape enhancements for the South Avenue and Sikorsky Aircraft area; and

WHEREAS, the City of Bridgeport has the authority directly to implement this streetscape, transportation and neighborhood improvement project; and

WHEREAS, the City of Bridgeport is seeking to develop streetscape improvements and gateway development at the key areas of South Avenue and Iranistan Avenue in order to improve and beautify the access to the area around Seaside Park and Sikorsky Aircraft; and

WHEREAS, Milone & Macbroom will provide the initial assessment and master plan for the streetscape improvements to include bio-swales and Rain Gardens, Vegetative cover, permeable vehicular and pedestrian surfaces, bicycle lanes, wayfinding, streetscape amenities, and mass transit interface; and

WHEREAS, Milone & Macbroom will work with the City and various stakeholders to develop a comprehensive program to create a "front door" or "gateway" to Sikorsky Aircraft and the South End neighborhood which includes Seaside Park, and this "gateway" will be the entrance and welcoming arrival point for Sikorsky Aircraft as well as the citizens of Bridgeport to benefit from; and

WHEREAS, the attached contract with Milone & Macbroom includes an obligation to comply with all Minority Business Ordinance goals and policies;



Report of Committee on Contracts
*93-11 Consent Calendar

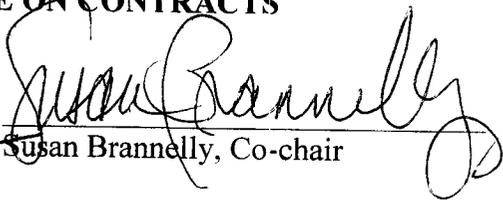
-2-

WHEREAS, attached for your consideration is the form of an Architectural and Engineering Contract, which includes Milone & Macbroom's fee arrangement which may not exceed \$189,808 to conduct inventory, visioning framework, schematic design, design development, construction documents and engineering services as required; Now, Therefore be it

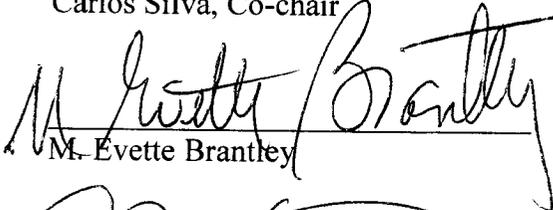
RESOLVED that the Mayor or the Chief Administrative Officer is authorized, upon the approval as to form by the Office of the City Attorney, to negotiate and execute the attached Design Engineering Contract, and to take all such other actions and do all such other things as may be required consistent with this resolution as they may deem to be in the best interests of the City.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

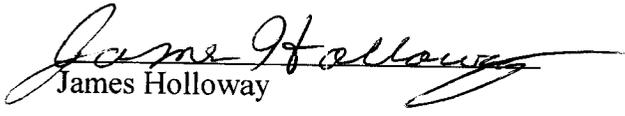
Carlos Silva, Co-chair



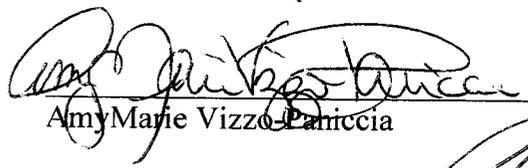
Susan Brannelly, Co-chair



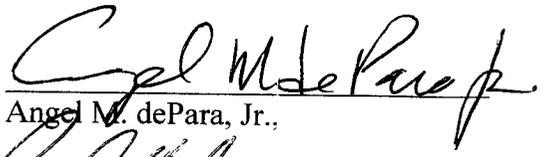
M. Evette Brantley



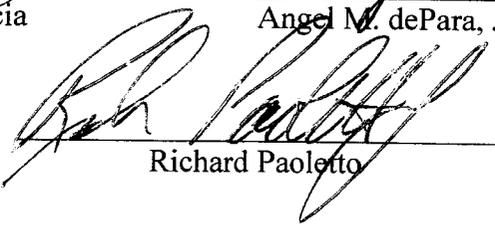
James Holloway



AmyMarie Vizzo-Paniccia



Angel M. dePara, Jr.,



Richard Paoletto

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 201_ (the "Agreement") is hereby entered into between **Milone & Macbroom, Inc.**, with offices at **99 Realty Drive, Cheshire, CT 06410** (the "Consultant") and **the City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of South Avenue and Iranistan Avenue Streetscape Gateway Development RFQ MNB254122; and

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this agreement and as specifically directed by the City;

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to Architectural and Engineering Services (the "**Services**"). Such Services will focus primarily on South Avenue and Iranistan Avenue Streetscape Gateway Development RFQMNB254122. The Consultant's activities shall consist of, for example: to develop a comprehensive program to create a "front door" or "gateway" to Sikorsky Aircraft and the South End neighborhood which includes Seaside Park, and this "gateway" will be the entrance and welcoming arrival point for Sikorsky Aircraft as well as the citizens of Bridgeport to benefit from; to conduct inventory, visioning framework, schematic design, design development, construction documents and engineering services.

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the City bi-weekly during the Term,

or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from _____. The parties understand that the Consultant will provide its Services on the following basis: _____, including reimbursable expenses, up to a maximum not-to-exceed amount of \$189,808.

(b) Payment. The Consultant will submit its invoices with all backup documentation, including hours (to the quarter hour), activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered and any reimbursable expenses incurred, which invoices the City shall pay within 30 days of receipt of a complete invoice.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently

developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. [INTENTIONALLY OMITTED] [prevents Consultant from hiring City employees involved in project within one year after project completion.]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Director, Office of Policy and Management
City of Bridgeport
City Hall Annex
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

with a copy to:

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their

respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and shall ensure that the City, by policy endorsement, (a) is named as additional insured and (b) is entitled to 30-day notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut:

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

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations of

the Consultant conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, broad form property damage, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

(b) General requirements. All policies shall include the following provisions:

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

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

Additional insured—The Consultant will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of

Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial rating or rating otherwise acceptable to the City. Such certificates shall designate the City in the following form and manner:

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

18. Non-Discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to _____ or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

CITY OF BRIDGEPORT

By: _____
Name:
Title:

CONSULTANT

By: _____
Name:
Title:
duly-authorized

Exhibits, attachments, schedule, tasks

Engineering,
Landscape Architecture
and Environmental Science



MILONE & MACBROOM®

May 2, 2012

Mr. Theodore L. Grabarz, AIA, ASLA
Sustainability Director
Deputy Director of Public Facilities
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

**RE: South Avenue and Iranistan Avenue Streetscape Gateway Development
Project - RFQ-MNB 254122
MMI #2594-17**

Dear Mr. Grabarz:

We are pleased to present herewith our Scope of Services and Fee Proposal for the above referenced project. We have based our Scope of Services on a number of assumptions gained from information contained in the Request for Proposal, our interview, and our observations of the conditions in the project area.

We are prepared to discuss our submission with you and adjust the Scope of Services to meet your expectations. Please feel free to contact either David Dickson or me should you have any questions. We are excited to have been selected for this assignment and look forward to a successful project.

Very truly yours,

MILONE & MACBROOM, INC.

Vincent C. McDermott, FASLA, AICP
Senior Vice President

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development Bridgeport, Connecticut

PROJECT UNDERSTANDING AND APPROACH

The City of Bridgeport wishes to undertake streetscape and gateway improvements to South Avenue and Iranistan Avenue designed "...to improve and beautify the access to the area around Seaside Park and Sikorsky Aircraft." The project area as illustrated in the City's Request for Proposal is divided into three segments:

- The I-95 Interchange from the off ramp at Exit 26, under I-95 along Wordin Avenue to Pine Street and Admiral Street to Iranistan Avenue.
- Iranistan Avenue at I-95 to South Avenue and then along South Avenue past Sikorsky Aircraft to Barnum Boulevard.
- Iranistan Avenue to Atlantic Avenue and then following Atlantic Avenue to Barnum Boulevard, the entrance to West Beach.

The initial focus of the improvements will be on South Avenue where at present the street surface is in some disrepair and there are no sidewalks except adjacent to Seaside Village, and there are several vacant or underutilized properties on the north side of the street. The condition does not support the image that neither Sikorsky Aircraft nor the City would like to present to employees, residents or visitors to the area.

The route from I-95 into the South Avenue neighborhood is best described as being harsh, typical of streets situated below an elevated highway. The land uses are industrial with extensive areas of pavement and the buildings cutoff the view of the water. The route from the interchange to the South Avenue, the University of Bridgeport, Sikorsky Aircraft and Seaside Park is ill-defined.

Iranistan Avenue below South Avenue has been recently improved with new pavement and sidewalks and street trees on the east side of the street. However, the sidewalks on the west side of the street adjacent to Seaside Village are in need of repair and replacement.

Atlantic Avenue is the northerly boundary of Seaside Park. In stark contrast to the park is Sikorsky Aircraft that is secured by chain link fence with no connectivity to the park. While security of the manufacturing facility is paramount, the appearance of the area can be improved to better integrate the disparate uses.

The City has articulated its goals and objectives for creating a sustainable environment in BGreen 2020 and expects that the principles contained in that document will be applied to the South/Iranistan Avenue project. On a broader scale, the streets in the project area should become complete streets designed to accommodate vehicular, bicycle, mass transit and pedestrian traffic. Moreover, the streets should be "green" incorporating bio-swales, permeable pavements, and other measures designed to improve the quality of runoff. On a finer scale, the individual street elements – paving, plantings, furnishings, lighting – should be selected to unify the entire area. Finally, there should be a wayfinding system including signage, graphics, consistent

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development Bridgeport, Connecticut

street elements that will lead people to the area and define the neighborhood as a destination. To the extent that it is feasible, the wayfinding system being developed by Sasaki Associates for the downtown area should be incorporated in this project.

While the project is entitled "Streetscape and Gateway Improvements", the vision for the project should extend beyond the public right-of-way to include vacant land adjacent to Cedar Creek as well as linkages to Sikorsky Aircraft and Seaside Park. This may include repurposing vacant property for uses that will complement the high tech manufacturing operations at Sikorsky. These opportunities will be accommodated in the final design of the streetscape improvements.

The Milone & MacBroom project team envisions undertaking the design of South/Iranistan Avenue project in six phases that recognize the somewhat aggressive project schedule and a budget that is likely to be insufficient to fully implement the ultimate vision for the neighborhood. Since Sikorsky Aircraft is a major stakeholder, it is expected that there will be ongoing coordination with them throughout the design and construction process. We anticipate that our final work product may only represent a first phase of implementation since it is anticipated that funding for the entire project may not be available at this time.

- Survey and Site Investigation. The first phase of the project will be devoted to assessing the conditions within the entire project area shown in the RFP utilizing existing data. This effort will include obtaining existing maps and plans of the area, observing existing conditions and identifying their opportunities to meet the City's goals, and consulting with City officials and representatives of Sikorsky Aircraft. This effort will form the basis for exploring alternative concepts for accomplishing the desired improvements.

Simultaneously with the site investigation, Milone & MacBroom, Inc. will initiate a detailed topographic survey of South Avenue beginning at Barnum Boulevard extending through the intersection of Iranistan Avenue, thence along Iranistan Avenue to I-95. We have limited the extent of the survey based on the expectation that immediate funding for the project will also be limited. At present, it is anticipated that the first phase of improvements beyond the limits of survey will utilize existing available mapping including City tax maps and CTDOT right-of-way maps.

- Visioning. In the second phase of the design process, we will examine with the City, Sikorsky Aircraft, and other stakeholders identified by the City in order to gain insight into their collective vision for the South/Iranistan Avenue neighborhood utilizing the information generated from the Site Investigation phase of the project. This will be accomplished through a design workshop session where stakeholder concerns will

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development Bridgeport, Connecticut

be identified and approaches to resolving the issues will be discussed. It is expected that a unified vision for the project area will emerge from the workshop.

- **Schematic Design Alternatives.** In this phase of the design process, Milone & MacBroom, Inc. will prepare conceptual alternatives for achieving the vision for the South/Iranistan Avenue project area. This effort will include locating the desired improvements and illustrating alternative streetscape treatments. The initial concepts will be presented to the City, Sikorsky Aircraft, and other stakeholders with the objective of selecting the preferred alternative or combination of alternatives. The desired alternative(s) will be refined into a single schematic design (15-20% design) with sufficient detail to develop an opinion of construction cost divided into logical phases. Milone & MacBroom, Inc. will identify preliminary right-of-way needs, regulatory permit requirements and utility impacts associated with each alternative as such information may influence the selection of the preferred alternative to some degree and may influence construction costs and the overall project schedule.
- **Design Development.** For the purpose of this scope of services, it is assumed that the design development plans will be limited to the initial phase of construction. Based on the preliminary discussion at our interview for this project, we have assumed that the initial construction project will be located primarily on South Avenue shown in the RFP as the "Arrival Focus". In this phase of design, Milone & MacBroom, Inc. will advance the schematic design by refining the layout of the project elements based on the new topographic survey. It will also include refining the grading, drainage and other infrastructure improvements, site development details, lighting and wayfinding. This work will be coordinated with other City projects with respect to design details. Wayfinding will be coordinated with the work of Sasaki Associates. The opinion of construction costs will be updated to reflect the refined design.
- **Construction Documents.** The last phase of design will be the preparation of final plans, technical specifications, and the project manual suitable to allow the City to seek competitive bids for the improvements. It is assumed that the City will furnish its standard front-end agreement for bidding and contracting. Milone & MacBroom, Inc. will assist the City in making the documents project specific.
- **Construction Phase Services.** When the City is ready to seek competitive bids, Milone & MacBroom, Inc., will provide technical assistance by participating in pre-bid conferences, assessing the bids and making a recommendation to award the contract. We will also assist the City in the administration of the project including review of submittals and performing periodic observations, and other customary construction administration services. Given the uncertainty of the limits of the

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development Bridgeport, Connecticut

construction and the time completing construction, Milone & MacBroom, Inc. suggests that this element of the consultant's work be performed on an hourly basis with a final budget established at the completion of the construction documents.

SCOPE OF SERVICES

Based on our understanding of the project as described above, Milone & MacBroom, Inc. will provide the following services to the City of Bridgeport related to the South Avenue and Iranistan Avenue Streetscape Gateway Improvements. It is understood that the City would like to have the design (Tasks 1 through 5) completed by the end of August 2012.

1.0 Survey and Site Investigation

- 1.1 Participate in an initial meeting with the City to review the scope of services, confirm the desired project outcome, review the project budget, and refine the project schedule and anticipated deliverables. It is expected that the City will provide available property line maps from tax records, topographic, utility and other maps of the project area, preferably in an electronic format, sufficient in detail to perform a site investigation and schematic design.
- 1.2 Meet with representatives of Sikorsky Aircraft to understand their operations and issues that may influence design decisions in the vicinity of their property.
- 1.3 Prepare a unified base map of the project area at a suitable scale that will serve for the preparation of the schematic design. This task will also include obtaining CTDOT record maps from the archives in Newington.
- 1.4 Contact the utility companies having services in the vicinity of the project area to obtain available as-built plans and other mapping of the facilities.
- 1.5 Undertake a reconnaissance of the project area to observe and assess the existing conditions, identify opportunities for land use and streetscape improvements and issues that will affect the City's project objectives. This effort will include a review of pavement and drainage conditions in consultation with the City's public works and engineering staff. The results of this effort will be summarized on a Issues and Opportunities Plan accompanied by a brief technical memorandum. These findings will be presented at a meeting with the City.

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development Bridgeport, Connecticut

- 1.6 Prepare a topographic survey of right-of-way of South Avenue beginning at Barnum Boulevard extending to the intersection of Iranistan Avenue, continuing on Iranistan Avenue to I-95, and then turning westerly along Admiral Street to the end of the first property. The distance is approximately 4,100 feet and corresponds to the area shown as the "Arrival Focus" in the City's RFP. The survey will be prepared at 1"=20' and have a contour interval of one-foot with spot elevations at critical locations. Visible utilities will be located and subsurface utilities will be plotted from available plans provided by the City and utility providers. Property and street lines will be obtained from published tax maps. New boundary surveys are not included in this task.

2.0 Visioning

- 2.1 Assist the City in conducting a half-day design workshop with City staff, Sikorsky Aircraft and other stakeholders identified and notified by the City. The purpose of the workshop is to examine the collective vision for the South/Iranistan Avenue neighborhood utilizing the information generated from the Task 1 above. Stakeholder concerns will be identified and approaches to resolving the issues will be discussed. It is expected that a unified vision for the project area will emerge from the workshop that will address consistency with BGreen 2020, repurposing of underutilized property in the project area, the incorporation of complete and green street design principles, design parameters related to Sikorsky Aircraft, and similar streetscape and gateway issues. It is expected that a vision for the South/Iranistan Avenue neighborhood will emerge from this process.

3.0 Schematic Design

- 3.1 Prepare a series of conceptual sketches (plans, sections, illustrations) depicting the proposed improvements including: streets, sidewalks, curbs, landscaping, lighting, wayfinding, and traffic calming measures consistent with the vision generated from Task 2 above and the principles of BGreen 2020. This task will also include concepts for the repurposing of the vacant land on the north side of South Avenue, and connections to Seaside Park.
- 3.2 Meet with the City, Sikorsky Aircraft and other stakeholders as appropriate to review the concept sketches. The goal of this meeting will be to reach a consensus on which of the

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development Bridgeport, Connecticut

concepts, or combination of alternatives, best meet the vision and will be advanced into a single schematic design.

- 3.3 Meet and coordinate conceptual design with CTDOT district office as related to improvements on located on their highway system.
- 3.4 Refine the selected concept plan(s) into a schematic design (15-20% design) showing the location of the improvements, schematic sections, and details. This effort will include a rendered conceptual plan for the entire length of the project.
- 3.5 Prepare a preliminary opinion of probable construction costs divided into logical construction phases.
- 3.6 Meet with the City to present the plan and to reach a decision as to the limits of the first phase of construction.

4.0 Design Development Plans

- 4.1 Prepare design development drawings to approximately 60% level of detail. At a minimum, these drawings will include:
 - 4.1.1 Layout and Landscape Plan depicting all proposed above- ground improvements such as streets, sidewalks, curbing, landscaping, and crosswalks.
 - 4.1.2 Grading and Drainage Plan showing existing and proposed contours and spot elevations, and new or relocated drainage structures where needed.
 - 4.1.3 Utility Plan depicting the location, elevations and spot grades at key locations, and all proposed utility relocations. Supporting drainage computations are part of this task.
 - 4.1.4 Illumination and Electrical Plan depicting locations of proposed light poles and electrical service locations and method of metering.
 - 4.1.5 Construction Details depicting proposed sidewalk patterns and pavement cross-sections, curbing, etc.
 - 4.1.6 Wayfinding Details showing the location of signage and other elements. This work will be coordinated with Sasaki Associates.

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development Bridgeport, Connecticut

- 4.1.7 Erosion and Sedimentation Control Plan consistent with DEEP 2002 Guidelines.
- 4.2 Conduct a meeting in the field of representatives from all public utility providers that may be impacted by the improvements.
- 4.3 Meet with CTDOT district office to review the plans for improvements within their right-of-way and incorporate changes that they may require.
- 4.4 Refine the opinion of probable construction costs for the proposed improvements.
- 4.5 Meet with the City to review the Design Development plans and the opinion of probable construction costs.

5.0 Construction Documents

- 5.1 Prepare Final Design documents consisting of the following:
 - 5.1.1 Existing Conditions/Removals Plan.
 - 5.1.2 Layout Plan locating the proposed improvements using standard coordinate geometry.
 - 5.1.3 Landscape Plan including plant list
 - 5.1.4 Grading and Drainage Plan including spot elevations.
 - 5.1.5 Electrical, Illumination, and Utilities Plan including fixture locations, power runs, hand holes, transformer pads or vaults related to this project. It is assumed that any relocation of utilities will be the responsibility of the utility provider.
 - 5.1.6 Maintenance and Protection of Traffic Plan showing detours and other safety protection measures.
 - 5.1.7 Erosion and Sedimentation Control Plan identifying measures to safeguard against sediment transport during and after construction.
 - 5.1.8 Construction Details for proposed streetscape improvements including, sidewalks, curbing, lighting and foundations, pavement sections, profiles/cross-

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development Bridgeport, Connecticut

sections of existing and proposed curbing, gutter, and back of walk, etc.

- 5.2 Prepare written special provisions for non-standard items of work. Prepare bid tabulation with itemized quantity estimates for bidding purposes. The technical specifications

will be based on CTDOT Form 816 modified by the special provisions developed specifically for this project. It is assumed that the City will provide the front-end general and supplemental conditions, insurance and bonding requirements. Assist the City in making the front-end specific to this project. It is assumed that the project will be bid on a lump sum basis with a schedule of values presented at the time of the bid.

- 5.3 Finalize the opinion of probable construction costs.
- 5.4 At approximately 90% completion, provide the City with a review set of plans and specifications.
- 5.5 Incorporation of any suggested changes/revisions and finalize the documents for bidding.

6.0 Bidding and Construction Phase Services

- 6.1 Provide assistance to the City during the bid phase of the project.
- 6.1.1 Provide at cost, sufficient sets of plans and specifications.
- 6.1.2 Participate in a pre-bid conference with prospective bidders.
- 6.1.3 Respond to reasonable requests for information from prospective bidders and issue addenda if required.
- 6.1.4 Review the results of the bid, make inquiry about the past performance of the apparent low bidder(s), and assist the City in its decision to award the construction contract.
- 6.2 Assist the City in the administration of the construction contract.

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development
Bridgeport, Connecticut

- 6.2.1 Attend a pre-construction meeting with the contractor, representatives of the City, and utility providers.
 - 6.2.2 Review contractor submittals including shop drawings, product samples, inspection results, and similar documents.
 - 6.2.3 Respond to reasonable requests for information and clarifications of the design documents.
 - 6.2.4 Review requests for change orders and make a recommendation to the City regarding such requests.
 - 6.2.5 Review the monthly requests for payments from the contractor and make a recommendation to the City regarding payment.
- 6.3 Review the work in progress for general consistency with the plans and inspection.
- 6.3.1 Attend weekly project meetings with the City and the contractor. For the purpose of this proposal, it is assumed that the construction will be accomplished in approximately five months.
 - 6.3.2 Make weekly site visits to observe the work in progress and prepare a memorandum of the observations. It is assumed that 22 such visits will be required under this task.
 - 6.3.3 Undertake a semi-final observation of the completed work and prepare a punch list of items that need to be repaired or completed.
 - 6.3.4 Perform a final inspection of the completed work and make a recommendation of the acceptance of the work by the City.

TECHNICAL PROPOSAL

South Avenue & Iranistan Avenue Streetscape Gateway Development
Bridgeport, Connecticut

EXCLUSIONS

The following tasks are specifically excluded from scope of services.

- 1.1 Environmental assessments or impact evaluations.
- 1.2. Local or non-local regulatory approvals
- 1.3. Traffic impact studies.
- 1.4. Resident engineering or inspection services.
- 1.5. Design of utility relocations.
- 1.6. Property or boundary surveys.
- 1.7. Preparation of right-of-way or easement maps.

PROFESSIONAL FEES AND EXPENSES

Milone & MacBroom, Inc. will provide the services described herein for the fees shown below. We are providing for your review the estimate of time on which these fees are based. We are prepared to modify our fees based on changes to the scope of services that you may request.

| | |
|---|------------------|
| 1.0 Survey and Site Investigation | \$28,000.00 L.S. |
| 2.0 Visioning | \$ 5,000.00 L.S. |
| 3.0 Schematic Design | \$29,000.00 L.S. |
| 4.0 Design Development Plans | \$42,400.00 L.S. |
| 5.0 Construction Documents | \$48,000.00 L.S. |
| 6.0 Bidding and Construction Phase Services | \$45,000.00 |
| | Hourly Budget |

We suggest that the City budget \$ 5,000.0 for mileage, printing, special mailings, and other authorized out-of-pocket expenses.

PROJECT SCHEDULE
South Avenue and Iranistan Avenue Streetscape Gateway Development
Bridgeport, Connecticut

| TASKS | May | June | July | August | Sept | Oct |
|---|-----|------|------|--------|------|-----|
| 1.0 Survey and Site Investigation | | | | | | |
| 2.0 Visioning | | | | | | |
| 3.0 Schematic Design | | | | | | |
| 4.0 Design Development | | | | | | |
| 5.0 Construction Documents | | | | | | |
| 6.0 Bidding and Construction Administration | | | | | | |

★ Stakeholder Meeting

▲ Meeting with City

Ongoing

Agreement with Police Union, Local 1159 regarding their bargaining unit contract.

**Report
of
Committee
on
Contracts**

Submitted: June 18, 2012 (OFF THE FLOOR)

Adopted: _____

Attest: *Fleeta G. Hudson*
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

76-11

RESOLVED, That the attached collective bargaining agreement between the City of Bridgeport and Police Union, Local 1159, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Carlos Silva, Co-chair

Susan Brannelly, Co-chair

M. Evette Brantley

James Holloway

Amy Marie Vizzo-Paniccia

Angel deLara, Jr.,

Richard Paoletto

City Council: June 18, 2012 (OFF THE FLOOR)

SETTLEMENT AGREEMENT

The City of Bridgeport ("City") and Bridgeport Police Union Local 1159, AFSCME, Council 15, AFL-CIO ("Union") covenant and agree that the following represents a Settlement Agreement concerning a number of disputes, including but not limited to, an Application to Vacate an Arbitration Award styled *City of Bridgeport v. Bridgeport Police Union Local 1159, AFSCME, Council 15, AFL-CIO*, FBT-CV 10-6014977-S, a superior court appeal styled *City of Bridgeport v. Connecticut State Board of Labor Relations*, HHB-CV 10-6007060-S, a binding arbitration proceeding concerning shift differential and medical benefits styled *City of Bridgeport and Bridgeport Police Union Local 1159, AFSCME, Council 15, AFL-CIO* Case No. 2009-MBA-78 and a prohibited practice complaint filed by the Union against the City concerning collective bargaining:

1. Effective upon complete execution of this Settlement Agreement and payment of monies under paragraph five (5) herein all bargaining unit employees shall pay eighteen percent (18%) towards the cost of medical benefits provided by the City. Effective upon complete execution of this Settlement Agreement and payment of monies under paragraph five (5) herein all bargaining unit employees who retire after the execution date but prior to the City's change to the Municipal Employees' Retirement System ("MERS") pension plan outlined in paragraph 2 below shall as retirees pay eighteen percent (18%) towards the cost of medical benefits provided by the City and shall be governed by Article 30 Section 13 (A) of the collective bargaining agreement (See Exhibit A);
2. As soon as is reasonably possible the City agrees to place then active bargaining unit employees in the MERS pension plan;
3. When the City makes this change to the MERS plan all bargaining unit employees shall be required to pay twenty five percent (25%) towards the cost of medical benefits provided by the City. This 25% premium share shall be capped at 25% for the career of the affected employees and shall be capped at 25% for those affected employees during their retirement. These retirees shall not be governed by Article 30 Section 13 (A) of the collective bargaining agreement (See Exhibit A). Employees hired after January 1, 2012 shall pay twenty five percent (25%) towards the cost of medical benefits provided by the City plus one percent (1%) additional to the 25% per year on July 1st up to and no higher than fifty percent (50%) of the medical premium cost. These new hires' premium share requirements shall increase as a group, therefore, an employee who starts in the third year of the 25 plus 1 plan for new hires shall start his/her premium sharing at the group rate of twenty eight percent (28%). Employees hired after January 1, 2012 who retire shall be required to pay the percentage towards the cost of medical benefits provided by the City that they were paying immediately prior to their retirement. Therefore, the aforementioned employees when they retire shall not be covered or governed by Section 13 (A) of Article 30 (See Exhibit A);

4. Effective upon the execution of this Settlement Agreement all bargaining unit employees who work on the C shift shall have their premium pay under Article 27 of the collective bargaining agreement ("contract") between the City and the Union increase by ten cents (\$.10) to \$1.35. Effective upon the execution of this Settlement Agreement all bargaining unit employees who work on the A shift shall have their premium pay under Article 27 of the ("contract") between the City and the Union increase by ten cents (\$.10) to \$1.50;
5. Within twenty (20) days from the complete execution of this Settlement Agreement the five (5) Sergeants who had worked in the Communications Center under Article 23 of the contract shall each be paid by the City the sum of Thirty Four Thousand Dollars and Zero Cents (\$34,000.00) less applicable deductions. Within twenty (20) days from the complete execution of this Settlement Agreement AFSCME Council 15 shall be paid by the City the sum Thirty Thousand Dollars and Zero Cents (\$30,000.00) for attorney's fees. The Union relinquishes and waives any rights to Communications Center work specified in the contract between the City and the Union. The Union and City agree to execute stipulations to be filed as resolutions of all cases concerning the Communications Center issue;
6. The Union agrees to withdraw with prejudice a municipal prohibited practice complaint filed with the Connecticut State Board of Labor Relations (Case No. MPP-28,971) against the City concerning claims of alleged regressive bargaining; and
7. This Settlement Agreement shall not be used or presented as evidence of practice or custom by the Parties.

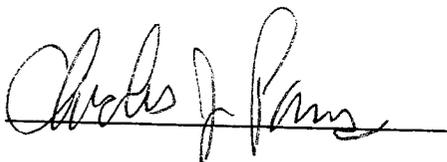
Dated this ^{24th} ~~7~~ day of March 2012.



Bill Finch

Mayor

City of Bridgeport



Bridgeport Police Union Local 1159,

AFSCME, Council 15, AFL-CIO

EXHIBIT A

ARTICLE 30

HEALTH BENEFITS

Section 1 - The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

(A) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V-Schedule of Benefits, Revision 6/20/93), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (the "Medical Plan") (Exhibit B).

(B) Drug Prescription family plan with a five (\$5) dollar co-payment for generic drugs, ten dollar (\$10) co-pay for drugs on the list of preferred drugs maintained by the City's pharmacy benefits manger, and twenty five dollar co-pay (\$ 25) for all other prescription drugs. There shall be a limit of thirty (30) days supply of prescription drugs at retail. ~~Effective upon approval of this Agreement by the City Council,~~ Employees must use mail order for prescription drugs refills for maintenance drugs on the list maintained by the City's pharmacy benefits manager after three (3) refills or the co-payments double at retail. Such double co-payment requirement shall apply only to drugs which can be ordered by mail.

(C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia in accordance with the Dental Plan, City of Bridgeport, revised January 1, 1995.

(D) The Vision Service Plan or its equivalent in accordance with Vision Care Benefits for the City of Bridgeport a copy of which is annexed the originals to this contract (the "Vision Plan") (Exhibit C).

(E) All Section 1 Benefits (or if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed) shall be referred to as "Health Benefits".

Section 2 - The City shall provide and pay for the cost of a Group Life Insurance Policy rounded off to the nearest \$1,000 of top grade Police Officer's Annual base salary with accidental death and dismemberment for all employees.

Section 3 - Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement and make contributions to coverage, if any, in accordance with such contract or as said plans have thereafter or may hereinafter, be changed by agreement of the City and retirees.

Section 4 - For employees, and their surviving spouses, if any, who retire subsequent to the first day of this

Agreement, the City will provide and pay for benefits under the Medical Plan or for these over sixty-five (65) years of age a supplemental Medicare Part B and plan to Medicare Part B offering benefits equal to the Medical Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage. Benefits and contributions shall be as set forth or as said benefits and contributions may be changed by agreement of the City and the retirees.

Section 5 - Whenever an employee covered by this agreement is suspended, all Health Benefits and insurance shall be provided throughout the period of suspension. Whenever an employee covered by this agreement is terminated, all Health Benefits and insurance shall be provided throughout the period of termination by the City, provided that the employee has appealed or grieved the termination within the time limits set forth in the disciplinary and/or grievance procedures of this agreement, and for the sooner of that period of time until final decision on such grievance or appeal has been rendered or the period of one (1) year from termination. Any termination that is sustained by the appeal or grievance process shall result in the employee incurring a debt, promptly due, for the premiums paid during such period of termination.

Section 6 - The City may offer the privilege of choosing an alternative health care carrier in lieu of the City's Plans as set forth in Section 1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans or administrator an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 1 of this Article. If the premium for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

Section 7 - The City shall be permitted to substitute insurance or Health Benefit arrangements from any source for the Plans provided for in Section 1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered

by the Plans specified in Section 1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 1 of this Article and substitution may be proposed for any one or more of the specified coverages.

Section 8 - Medicare Part B monthly payments will be reimbursed by the City annually by December 31st of each year for employees who have retired after January 1, 1993 who have such coverage.

Section 9-

(A) The City shall provide a payment in lieu of Health Benefits for employees that waive such coverage, in the amount of five hundred (\$500.00) dollars per year.

(B) There will be an open enrollment period.

(C) Any employee who has dependent children living out of the State of Connecticut as a result of a divorce or legal separation, may continue their Health Benefits coverage at no cost to the employee (other than employee contributions) provided they verify such dependent's living status to the City. Such verification must be in the form of a sworn affidavit.

Section 10 - The City, at its option, may change carriers for the insurance or the method of providing the Health Benefits in this Article, provided the benefits are equal to or better than in all benefits, in the manner of payments, services and procedures for payments.

The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

Section 11 - Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement and the last day of this Agreement) shall contribute, ten percent (10%) across the board effective upon approval of the contract by the City Council, but not later than 12/31/05, and eleven percent (11%) effective 7/1/06 and twelve percent effective 7/1/07. **Effective upon complete execution of a litigation and binding arbitration Settlement Agreement ("Settlement Agreement") and upon payment of monies pursuant to the Settlement Agreement all bargaining unit employees shall pay eighteen percent (18%) towards the cost of medical benefits provided by the City. Effective upon complete execution of the Settlement Agreement all bargaining unit employees who retire after the execution date and payment date but prior to the City's change to the Municipal Employees' Retirement System ("MERS") pension plan shall as retirees pay eighteen percent**

(18%) towards the cost of medical benefits provided by the City. The aforementioned retirees shall be covered and governed by Section 13 (A) of Article 30. When the City converts to the MERS pension plan all bargaining unit employees shall be required to pay twenty five percent (25%) towards the cost of medical benefits provided by the City. This 25% premium share shall be capped at 25% for the career of the affected employees and shall be capped at 25% for those affected employees during their retirement. Therefore, the aforementioned employees when they retire shall not be covered or governed by Section 13 (A) of Article 30. Employees hired after January 1, 2012 shall pay twenty five percent (25%) towards the cost of medical benefits provided by the City plus one percent (1%) additional to the 25% per year on July 1st up to and no higher than fifty percent (50%) of the medical premium cost. These new hires' premium share requirements shall increase as a group, therefore, an employee who starts in the third year of the 25 plus 1 plan for new hires shall start his/her premium sharing at the group rate of twenty eight percent (28%). Employees hired after January 1, 2012 who retire shall be required to pay the percentage towards the cost of medical benefits provided by the City that they were paying immediately prior to their retirement. Therefore, the aforementioned employees when they retire shall not be covered or governed by Section 13 (A) of Article 30. For purposes of this Section (and wherever applicable elsewhere in this Article), premium cost shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA").

Section 12 -

(A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for Health Benefits and for child care from the gross income of the employee for tax purposes.

(B) As an alternative to the current Health Benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party. Participation in the Plan shall be voluntary.

Section 13 -

(A) For employees who retire on or after June 30, 2001, and their surviving spouses, if any, the City shall

provide and pay for the same Medical Benefits as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus 50% of any increase in such contributions as such increase may exist from time to time.

If any employee who retires on or after January 1, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for, and if eligible, obtain such Alternate Coverage, provided such Alternate Coverage shall not exceed in cost or contributions by the retiree, the cost or contribution which the retiree would have paid to the City for coverage for Medical Benefits, except as provided below. The retiree shall not take advantage of any buy-out program in lieu of such Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's plan even if Alternative Coverage is obtained, but the City's coverage shall be secondary so long as such Alternate Coverage is available. In the event that the retiree's cost or contribution for such Alternate Coverage would be more than the retiree's payment for the coverage for Medical Benefits provided by the City, and the City shall not have exercised an option to reimburse the retiree or the retiree's surviving spouse, for such additional cost, the coverage for Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

Section 14 -

(A) All employees hired after July 1, 2005, shall be required to submit to annual physical fitness testing, which shall be based upon the "Cooper Standards" used in the Connecticut Municipal Police Academy, a copy of which is attached to this contract as Exhibit D. Refusal or failure to take the annual physical test (except for authorized leave or documented physical incapacity) shall be cause for discipline. Such physical testing shall be conducted during the employee's regular work shift.

(B) Employees hired after July 1, 2005 will be required to maintain the Percentile of Fitness under the "Cooper Standards" required for graduation for the Connecticut Municipal Police Academy adjusted for age and gender. Any such employee who fails the physical fitness test will be retested within ninety (90) days. The first failure on a retest will result in a one (1) day suspension without pay. The second failure will result in a five (5) day suspension without pay. Upon a third failure the Chief of Police may initiate action to terminate employment.

Section 15 – Divorced employees must notify the City within thirty (30) days of the divorce or repay the City by payroll or pension reduction for the cost of any benefits improperly paid as a result of such failure.

Assignment of Tax Liens for Fiscal Year 2012.

**Report
of
Committee
on
Contracts**

Submitted: June 18, 2012 (OFF THE FLOOR)

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

86-11

BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorizes and approves the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes; and be it further

RESOLVED, That pursuant to Connecticut General Statutes, including Sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorizes the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Carlos Silva, Co-chair

Susan Brannelly, Co-chair

M. Evette Brantley

James Holloway

Amy Marie Vizzo-Pariceia

Angel M. dePara, Jr.,

Richard Paoletto

City Council: June 18, 2012 (OFF THE FLOOR)

Arena Billboard Lease Agreement among Arena Operator,
Independent Outdoor III, LLC and City of Bridgeport.

**Report
of
Committee
on
Contracts**

Submitted: June 18, 2012 (OFF THE FLOOR)

Adopted: _____

Attest: Fleeta C Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

88-11

RESOLUTION

WHEREAS, Harbor Yard Sports and Entertainment, LLC, the Arena Operator, Independent Outdoor III, LLC, an outdoor advertising company, and the City of Bridgeport desire to facilitate the erection of a digital billboard on City property located adjacent to the Webster Bank Arena at Harbor Yard; and

WHEREAS, the Arena Operator will benefit from the placement of such a billboard because it would increase the visibility of the Arena and afford a more prominent advertising tool for events at the Arena; and

WHEREAS, the City will benefit from such an arrangement in a number of ways, including the fact that (a) 25% of the rent paid to the Arena Operator will be dedicated to the Arena's capital reserve and replacement account to fund Arena repairs, (b) increased ticket sales that result make it more likely that the City will receive incentive rent in addition to base annual rent, and (c) the City will be entitled to use one of every six (6) "flips" allocated to the Arena Operator so that the City can advertize City events, make public service announcements, promote City destinations, and the like; and

WHEREAS, because this proposed arrangement will be located on City-owned land, a lease is required to ensure that the advertizing company's rights are established and its investment in the construction of the sign will be protected; Now, therefore it is hereby

RESOLVED, that the attached Billboard Lease is hereby approved. The Billboard Lease will become an addendum to the Operating Agreement with the Arena Operator. The Mayor, or his designee, are hereby authorized to execute the Billboard Lease and to take all other actions and do all other things in furtherance of this resolution that are deemed to be in the best interest of the City of Bridgeport and consistent with this resolution.

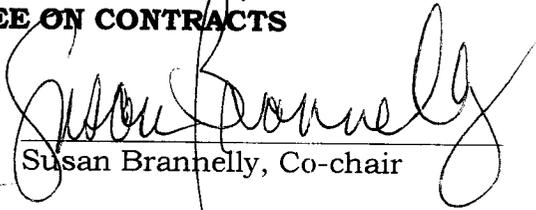


Report of Committee on Contracts
88-11

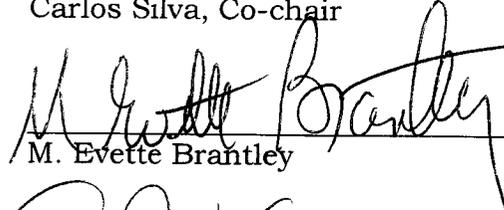
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**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

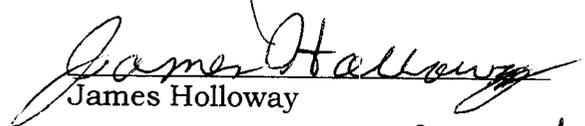
Carlos Silva, Co-chair



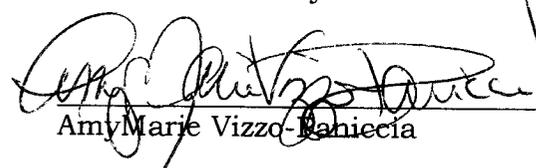
Susan Brannelly, Co-chair



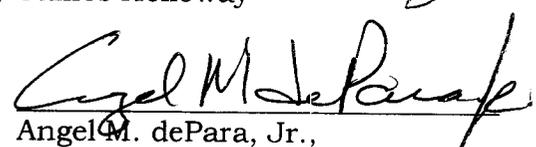
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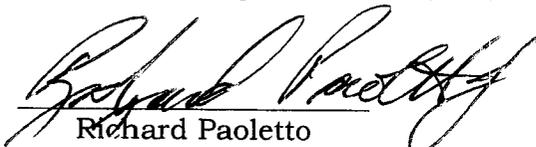
James Holloway



Amy Marie Vizzo-Daniecia



Angel M. dePara, Jr.,



Richard Paoletto

City Council Date: June 18, 2012, (OFF THE FLOOR)

BILLBOARD LEASE

THIS LEASE ("Lease") made this ___ day of _____, 2012, by and between **Harbor Yard Sports and Entertainment, LLC**, with an address at 600 Main Street, Bridgeport, CT 06604 ("**Operator**"), **Independent Outdoor III, LLC**, with an address at One Landmark Square, Suite 320, Stamford, CT 06901 ("**Lessee**"), and the **City of Bridgeport**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**Lessor**").

1. **PREMISES; USE** Lessor hereby grants a lease to Lessee to use and occupy a certain portion of the property located at 600 Main Street, Bridgeport, Connecticut, adjacent to the Webster Bank Arena, more particularly described and delineated in Schedule A hereto (the "**Premises**"). Lessor represents and warrants that it owns the Premises. The Operator has possession and control of the Premises under that certain Operating Agreement, dated as of July 25, 2000, by and between Service America Corporation d/b/a Volume Services America, now Centerplate, Inc. by change of name ("**Centerplate**") and the City (as amended, restated, supplemented or otherwise modified from time to time, the "**Operating Agreement**"), including that certain Assignment and Assumption of Operating Agreement, dated as of March 11, 2011 by and between Centerplate and Operator, and approved by the City Council under Agenda Item No. 28-10, on February 22, 2011. The Lessor is interested in entering into this Lease for the mutual benefit of the Lessor and the Operator to facilitate and enhance the advertising and promoting of events to be held at the Webster Bank Arena and to provide for the long-term upkeep of the Webster Bank Arena.

(a) Lessee hereby covenants and agrees that the Premises shall be used only for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and removing an outdoor advertising structure, including, without limitation, the footings, foundation, pole, and illuminated digital sign, together with all fixture connections, electrical supply connections, panels, signs, copy and any related equipment and accessories ("**Billboard**") as Lessee may place thereon, and for other uses incidental thereto. Lessee, the Lessor and their respective employees, contractors, agents and consultants, shall have all reasonable rights of ingress and egress for inspection and repairs by light vehicle and on foot over Lessor's land adjacent to the Premises in furtherance of the aforementioned purposes after prior notice and receipt of the Operator's and the Lessor's consent, which consent shall not be unreasonably withheld or delayed and such consent shall be deemed given if there is no response from Operator or Lessor within three (3) business days after Lessee's request; provided, however, that prior notice shall not be required in the event of an emergency (for example, but not limited to, an outage of all or a portion of the Billboard, physical damage, etc.). Lessee shall not use the Premises for any other purposes without the prior consent of the Operator and the Lessor, except in case of emergency, or for any purpose in violation of this Lease or the laws of the United States, the State of Connecticut, the City of Bridgeport.

(b) Operator shall have the right to place an advertisement on one of every six (6) flips on one face of the Billboard on a daily basis. Lessee shall advise Operator at least thirty (30) days in advance of the date each flip is available to it as aforesaid to determine if Operator does or does not intend to use the flip, and if Operator declines to use a particular flip, the Lessee may use the Operator's reserved flip for its own purposes. Operator shall provide Lessee the

advertisement at least two (2) business days in advance of the date same is to be displayed, failing which Lessee may use the reserved flip on such day for its own purposes. The Lessor also reserves the right to place advertisements on up to twenty-five percent (25%) of the Operator's flips in accordance with the procedure set forth in subsection (c) below. In addition, if Lessee has not committed any particular flip to another party by two (2) business days prior to the date same is to be displayed, Lessee shall offer Operator (for Operator's or the Lessor's use) to advertise on such flip at no expense. Any advertisement by Operator shall be an advertisement of the Bridgeport Sound Tigers hockey team or of any other business controlling, controlled by, or under common control with the Bridgeport Sound Tigers or any event or activity to be staged at the Webster Bank Arena. Any advertisement by Lessor shall be an advertisement of Bridgeport destinations and attractions such as, for example, but not limited to, Captain's Cove Marina, Klein Memorial Auditorium, City public events, public service announcements and the like.

(c) Lessor shall advise Operator at least thirty (30) days (but not more than forty-five (45) days) in advance of the date Lessor desires to utilize a flip consistent with subparagraph (b) above and if Lessor fails to so notify Operator of Lessor's desire to use a particular flip, the Operator may use the Lessor's reserved flip for its own purposes. Lessor shall provide Lessee the advertisement at least two (2) business days in advance of the date same is to be displayed, failing which Operator may use the reserved flip on such day for its own purposes and, if Operator declines to use such flip, then the Lessee shall have the right to use such flip for its own purposes consistent with subparagraph (b) above.

2. TERM; TERMINATION

Operator has informed Lessee that the current term of the Operating Agreement expires on October 9, 2021 and that Operator has the option to extend the Operating Agreement for an additional ten (10) years beyond such date in accordance with its terms. Therefore, the term (the "Term") of this Lease shall commence on the date that a fully-executed original hereof is delivered to the Lessee and the Operator (the "**Commencement Date**") and the Rent (as defined in paragraph 3 hereof) shall commence on the date that is the six (6) month anniversary of the date upon which Lessee receives the last of all land use and construction permits, approvals and certificates from any and all governmental or quasi-governmental bodies necessary or required for Lessee to commence construction of the Billboard and install the faces thereof or the date that the Billboard becomes operational, whichever shall occur first (the "**Rent Commencement Date**"), and the Term shall terminate upon the expiration of the ten (10)-year anniversary of the Rent Commencement Date, unless sooner terminated as provided in the Operating Agreement, or upon the termination of this Lease, whichever occurs first (the "**Expiration Date**") and the Lessee shall promptly confirm by notice to the other parties the exact dates that are the Commencement Date and the Rent Commencement Date, provided, however, that, if the Operating Agreement is terminated before the Expiration Date or is not extended as described above, and provided further that Lessee is not in default under this Lease at that time beyond any applicable grace or cure period provided hereunder, this Lease will become a direct lease between the Lessor and the Lessee alone through the twenty (20)-year anniversary of the Rent Commencement Date on the same terms and conditions as described herein. In such event, the Lessor shall not be responsible for any actions or omissions of the Operator, or defaults or events

of default committed by the Operator under this Lease, or for damage, injury, loss, cost or expense of any kind or nature caused by the Operator's acts or omissions, and the Lessor and the Lessee shall execute an acknowledgement of the continuation of the Lease on substantially the same terms within sixty (60) days after the occurrence of an event that would trigger the use of this subparagraph. The Lessor agrees to notify Lessee of any extension of the Operating Agreement that extends the Expiration Date of this Lease. The Lessee shall promptly inform the Lessor when the last of its required permits has been received and the parties shall execute a letter or other document confirming the Commencement Date and the Rent Commencement Date, which shall become part of this Lease. A "Lease Year" shall mean an annual period consisting of 365 (or 366 in a leap year) days from January 1 through December 31 during the term and any annual period shorter than 365 (or 366, as the case may be) days, such as for example the period between the Commencement Date and the December 31 to first occur thereafter shall mean a "**Partial Lease Year**". Notwithstanding anything contained in the foregoing to the contrary, the parties acknowledge that this Lease, after approval by the City Council and when fully executed, shall be binding on the parties as of the latest date set forth on the signature page hereto.

3. RENT

(a) Lessee covenants to pay Operator during a Lease Year base annual rental ("**Rent**") equal to the greater of (a) Fifty Thousand Dollars (\$50,000) per annum (the "**Minimum Base Rent**") or (b) Twenty-Five Percent (25%) of the Net Income in leasing the Billboard (the "**Minimum Percentage Rent**"), provided, however, that Lessee shall pay Rent pro-rata for any Partial Lease Year. "**Net Income**" is defined as gross advertising revenues or all amounts actually received by Lessee on account of any media placed or displayed on the Billboard during a Lease Year ("**Gross Advertising Revenues**"), less the actual agency fees paid to third parties by Lessee for arranging for media to be placed or displayed on the Billboard ("**Agency Fees**"), and all other monies received by the Lessee for the use of the Billboard for advertising or any other purposes ("**Miscellaneous Fees**"). Any Gross Advertising Revenues not collected in any Lease Year or Partial Lease Year, if subsequently collected, shall be reconciled by the Lessee with the Lessor and the Operator in the Lease Year during which such collections are realized. Lessor shall have the right to audit the Rent paid or payable, the Minimum Percentage Rent paid or payable, and the Gross Advertising Revenues, Agency Fees and Miscellaneous Fees as components of Net Income pursuant to and as further described in paragraph 20(1) of this Lease. Operator will transfer Twenty-Five Percent (25%) of the Rent received for each Lease Year and Partial Lease Year into the R&R Account as defined in and required by the Operating Agreement in order to fund Necessary Additions and Capital Repairs (defined in the Operating Agreement) no later than thirty (30) days after the end of a Lease Year or Partial Lease Year hereunder ("**Arena Funding**"). Lessee shall pay the Minimum Base Rent in twelve (12) equal monthly installments in advance during a Lease Year no later than fifteen (15) calendar days after the first day of each month for such month and shall pay pro rata the Minimum Base Rent in a Partial Lease Year. In addition, no later than thirty (30) days after the end of each Lease Year or Partial Lease Year, Lessee shall pay to Operator the amount, if any, by which the Minimum Percentage Rent for such Lease Year or Partial Lease Year exceeded the Minimum Base Rent for such period together with a statement showing the calculation of the Minimum Percentage Rent to the reasonable satisfaction of the Operator. The Minimum Base Rent on account of any Partial Lease Year shall be pro-rated on the basis of the number of days

in such Partial Lease Year as a fraction of 365 multiplied by the Minimum Base Rent. Likewise, determination of the Rent for such Partial Lease Year shall be the greater of the Minimum Base Rent owed during such Partial Lease Year or Twenty-Five Percent (25%) of the Net Income received by Lessee in leasing the Billboard during such Partial Lease Year.

4. **ALTERATIONS; BILLBOARD CONSTRUCTION**

(a) Lessee, after the initial construction of the Billboard and receipt of the Lessor's and the Operator's approval, shall not materially alter the Premises without submitting its final construction plans for pre-approval to and obtaining the prior written consent of Operator and Lessor, respectively, such consents not to be unreasonably withheld in the exercise of the commercial business judgment of the Operator and the Lessor.

(b) Lessor hereby grants Lessee the right (subject to obtaining all required permits and approvals of all governmental authorities having jurisdiction) to construct on the Premises a new electronic billboard structure with two (2) sides in accordance with all applicable law, including the right to make all necessary repairs and replacements contemplated herein. Each face shall be no greater than Nine Hundred (900) square feet in size. Lessee shall be obligated, upon its entry onto the Premises for any purpose, to return the Premises to the condition in which it was found immediately prior to such entry, reasonable wear and tear and deterioration by the elements excepted. The parties shall mutually agree about construction days and hours, laydown areas and the like so as not to unreasonably interfere with events.

(c) Lessee, before undertaking any alterations, installations or improvements consistent with the requirements of this Lease, shall, at its expense, obtain all permits, approvals and certificates required by any and all governmental or quasi-governmental bodies necessary or required in connection with Lessee's work, use of the Premises or occupancy thereof, and, upon completion thereof, shall promptly deliver to Lessor and Operator duplicates of all such permits, approvals and certificates. Operator and Lessor at no material expense to either will reasonably cooperate with Lessee in Lessee's applying for and obtaining any of the necessary permits, approvals and certificates for the Billboard.

(d) Operator desires that the Billboard pole have an architectural enhancement, which Lessee shall maintain, that relates to the Arena, e.g., being in the shape of a hockey stick. Lessee shall reasonably cooperate with Operator in developing this enhancement. Operator shall be responsible for all hard costs of the construction and installation of the Billboard enhancement in excess of Fifty Thousand Dollars (\$50,000), which payments Operator shall make to Lessee from time to time as Lessee is billed therefor, within twenty (20) days after Lessee's request therefor. If Operator fails to timely make any such payment, Lessee may deduct such amount from the next Rent payments due hereunder. Lessee shall solicit multiple bids for the construction and installation of the Billboard enhancement.

5. **OWNERSHIP OF BILLBOARD; OBLIGATION TO REMOVE**

The Billboard and other improvements and fixtures installed or displayed on the Premises shall at all times remain the property of Lessee, and no lien or encumbrance of any kind or manner shall be placed upon the Billboard or any equipment by Lessor, Operator or any third

party claiming through Lessor or Operator, respectively. The Operator hereby represents and warrants that it shall be responsible for the removal of the Billboard at its sole cost and expense at such time as this Lease expires or is earlier terminated within thirty (30) days after receiving written request from the Lessor ("**Removal Guaranty**"). Operator's failure to remove such improvements within such 30-day period shall entitle the Lessor to seek all remedies available at law or in equity against the Operator, including costs, expenses and attorneys' fees. This paragraph shall survive the expiration or early termination of this Lease.

6. **FEES; TAXES**

Lessee covenants to pay to all governmental authorities having jurisdiction over the Premises, all personal property taxes assessed against the Billboard, and all fees and charges for all permits, inspections and licenses incidental to or necessary for Lessee's use of the Billboard, but only with respect to the construction, maintenance, repair and display of the Billboard. For clarification, in no event shall Lessee be responsible for any real estate taxes on the Lessor's property, including the Premises.

7. **INSURANCE**

The Lessee is required to obtain the following insurance coverage and shall procure, present to the Lessor and Operator, and maintain in effect through and including the expiration of the Term or the earlier termination of this Lease without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A- / 15 or rating otherwise acceptable to the Lessor and Operator.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Lease. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (12 months), broad form property damage, care, custody and control, with limitations of \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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

General Requirements. All policies shall include the following provisions:

Cancellation notice—The Lessor shall be entitled to receive from the insurance carriers not less than 30 days' prior written notice of cancellation or non-renewal (10 days in the case of non-payment) to be given to the Lessor at its notice address set forth herein.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting all coverage by policy endorsement required and delivered to the Lessor prior to any entry onto the Premises or the commencement of work or other activity under this Lease.

Blanket Coverage- Lessee shall have the right to carry all or any portion of the insurance required hereunder pursuant to blanket policies covering the Premises as well as other operations/locations of Lessee and its affiliates.

Additional insured—Lessee will arrange with their respective insurance agents or brokers to name the Lessor and Operator on all policies of primary and excess insurance coverages by policy endorsement. Lessee shall submit to the Lessor and Operator upon commencement of this Lease and periodically thereafter, but in no event less than once during each year of this Lease, evidence of the existence of the required insurance in the form required hereby. Such certificates shall specifically designate the Lessor and the Operator in the following form and manner:

The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Office of Planning and Economic Development
999 Broad Street
Bridgeport, Connecticut 06604

Such certificates shall specifically designate the Operator in the following form and manner:

Harbor Yard Sports and Entertainment, LLC and its owners, shareholders, members, officers, employees, agents, other representatives, successors and assigns
600 Main Street
Bridgeport, CT 06609
Attn.: President

8. **INDEMNIFICATION AND NON-LIABILITY OF LESSOR**

(a) Lessee shall indemnify and hold harmless Lessor and Operator from and defend each against any and all loss, cost, liability and expense, including court costs, expenses and

reasonable attorneys' fees, that may arise as a result of Lessee's willful or negligent acts or omissions during the Term or during any other period or on any occasion or as a result of the Lessee's breach of this Lease, which has not been cured by Lessee within thirty (30) days after Lessee's receipt of notice of such breach from Lessor or Operator.

(b) Lessee agrees that all property, including the Billboard, of any kind owned by or in the possession, use, care, custody or control of Lessee and situated (whether permanently or temporarily) upon the Premises (during the Term and during any other period in which Lessee occupies the Premises under this Lease), shall be on the Premises at the sole risk and hazard of Lessee, except to the extent any damage results from the acts or omissions that are the proximate cause of Lessor or Operator, respectively.

(c) Lessee shall, during the Term and any other period in which Lessee enters upon or occupies the Premises under this Lease, comply in all material respects with (i) all applicable laws, ordinances and regulations of governmental authorities respecting Lessee's use of the Premises and the conduct of Lessee's business on the Premises and (ii) all applicable requirements of the insurers under the required policies of insurance.

This paragraph 8 shall survive the expiration or early termination of this Lease.

9. **RIGHT TO ENTER**

Lessor and Operator, respectively, reserve the right with their respective representatives, at all reasonable times and upon reasonable prior notice, except in case of emergency, to enter upon the Premises, to examine the condition thereof.

10. **ASSIGNMENT; SUBLEASING**

Transfers of Interests in the Lease or in the Lessee Entity.

(a) Definition of Transfer of Lease. For purposes of this Lease, a "**Transfer of Lease**" means a transfer of any direct interest in the Lease other than the following types of transfers which do not constitute a Transfer of Lease:

- (i) transfers to entities that control or are controlled by the Lessee;
- (ii) mortgages or liens against the Billboard; or
- (iii) sales, rental leases, leases of payment arrangements of any type related to use of the Billboard or its appurtenances.

(b) Definition of Transfer of Entity. For purposes of this Lease, a "**Transfer of Entity**" means a transfer of a controlling interest (51% or more) in the business entity that constitutes the Lessee and/or the transfer of possession of the power to direct or cause the direction of the management and policy of the Lessee whether through the ownership of a controlling interest, by statute, or according to the provisions of a contract ("**Control**"). The following does not constitute a Transfer of Entity:

(i) a transfer of membership or ownership interests in the Lessee entity without the prior approval of the Lessor and Operator so long as Lessee continues to Control the Lessee entity and demonstrates such Control to the Lessor's and the Operator's reasonable satisfaction.

(c) Notice to Lessor and Operator and Receipt of Consent. After reasonable prior written notice to the Lessor and Operator, the Lessee may make a Transfer of Lease or Transfer of Entity provided that the Operator and Lessor are reasonably satisfied that:

(i) the proposed transferee has proven related project experience and the capability to acquire any necessary financing for development of the Billboard if the Billboard has not yet been constructed or the experience needed to perform this Lease; and

(ii)

the officers, directors, managing members, members having more than a 10% interest in the transferee have not been debarred from doing business in any jurisdiction, been convicted of a felony as a participant in governmental corruption, serious unethical conduct or other conduct evidencing business corruption or fraud; and

(iii) such transferee is not in default in tax payments to the City.

Lessor and the Operator shall advise Lessee within ten (10) days after request as to whether they require additional information about the proposed transferee, in which case the Lessee shall have ten (10) days to respond, or shall notify the Lessee that the Lessor and the Operator are reasonably satisfied that the proposed transferee meets the requirements of this provision.

The terms and conditions of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without limiting the foregoing, Lessee shall have the right to assign all or any of its rights under this Lease as security in connection with a financing of the Billboard and, in connection therewith, Lessor shall execute such consents, recognition agreements or other document acknowledging lender's interest in the Billboard or the Lease as the lender may customarily require (including the obligation to provide the lender with notice of Lessee defaults and extended periods to cure and acknowledge the lender's right to take possession of the Premises and the Billboard as an approved Transfer hereunder).

11. **UTILITIES** Lessee shall pay for electricity and any other utility services consumed by Lessee. This paragraph shall survive the expiration or early termination of this Lease.

12. **CONDEMNATION; CASUALTY** Lessor and Operator shall promptly notify Lessee of any threatened, proposed or actual condemnation or eminent domain proceeding (regardless of the form of the action) affecting any portion of the Premises or access thereto. Lessee shall have the right to participate with Lessor in any such proceeding. If the whole or any material part of the Premises shall be acquired or condemned in connection with any such

proceeding, or transferred under threat of any of such action, then Lessee may terminate this Lease by giving thirty (30) days notice to Lessor and Operator. In such event Lessee shall be liable only for the Rent to the date of such termination and removal of the Billboard, and not for any other obligations Lessee is required to observe under this Lease except for those that are specifically related to early termination. If this Lease shall not be terminated as aforesaid, then the terms of this Lease shall continue in full force and effect, and Lessor shall within a reasonable time after possession is physically taken (subject to delays due to shortage of labor, materials or equipment, labor difficulties, governmental restrictions, casualty or other causes beyond the reasonable control of Lessor) repair or rebuild what may remain of the Premises for the occupancy of Lessee and the Rent shall be abated until what may remain of the Premises shall be repaired and rebuilt as aforementioned. Provided that the Lessee continues to be able to operate the Billboard after such condemnation, the Rent shall not be adjusted for the balance of the Term of the Lease. Lessor and Operator shall include Lessee in all meetings, discussions and negotiations with any government or quasi-government official or representative in the event any part of the Premises affecting the Billboard is being acquired or condemned, or is proposed or threatened to be acquired, by right of eminent domain as described herein. This paragraph shall survive the expiration or early termination of this Lease.

Notwithstanding anything contained in this paragraph 12 to the contrary, the Lessor agrees not to condemn the Lease.

13. **DEFAULTS; REMEDIES**

(a) Lessee Defaults The occurrence of any one or more of the following events shall constitute a "Lessee Default", subject to any applicable grace or cure period:

(i) If any warranty or representation of Lessee contained in this Lease is untrue in any material respect as of the date made;

(ii) If Lessee makes a Transfer of Lease or Transfer of Entity other than as permitted by this Lease, and same is not voided within ten (10) days after Lessor notifies Lessee of such Lessee Default;

(iii) If the Lessee makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition commencing a voluntary case under any chapter of the Bankruptcy Code, files a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for Lessee or of all or substantially all of Lessee's assets or properties, or institutes any proceeding for the dissolution or liquidation of Lessee; a case, proceeding or other action shall be instituted against Lessee, seeking the entry of an order for relief against Lessee, to adjudicate Lessee as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against Lessee under the Bankruptcy Code or other present or future rule or regulation, which case, proceeding or other action either

results in the entry or issuance of any other order or judgment having a similar effect or is not dismissed within sixty (60) days, or within sixty (60) days after the appointment, without Lessee's consent or acquiescence, of any trustee, receiver, custodian or other similar official for Lessee or for all or any substantial part of Lessee's assets and properties, such appointment shall not be vacated; and

(iv) A Lessee Default in connection with the violation of any other material provision of this Lease and the failure by Lessee to cure such default within thirty (30) days after notice thereof by the Lessor or Operator to Lessee, provided that if such Lessee Default cannot reasonably be cured within such thirty (30) day time period, then upon good cause being shown, the Lessee shall have an additional sixty (60) day period to cure such Lessee Default and no Lessee Default shall be deemed to exist hereunder so long as Lessee commences such cure within the initial thirty (30) day period and diligently using its best efforts in good faith to pursue such cure to completion no later than sixty (60) days after receipt of any required notice of default.

(b) Lessor and Operator Remedies. During the continuation of any Lessee Default that continues beyond any applicable grace or cure period, the Lessor or Operator may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(i) recover from Lessee any and all actual damages, including costs, expenses and reasonable attorneys' fees incurred by the Lessor or the Operator, respectively, arising out of or resulting from such Lessee Default;

(ii) pursue an action for specific performance of Lessee's obligations under this Lease and recover from Lessee any and all costs, expenses and reasonable attorneys' fees incurred by the Lessor and the Operator in the enforcement of their respective rights; and

(iii) pursue any and all rights and remedies available at law or in equity and recover from Lessee any and all costs, expenses and reasonable attorneys' fees incurred by the Lessor or the Operator in the enforcement of their respective rights.

(c) Lessor or Operator Defaults. The occurrence of any one or more of the following events shall constitute a "Lessor Default" or an "Operator Default", as the case may be, subject to any applicable grace or cure period:

(i) If any warranty or representation of Lessor or Operator, respectively, contained in this Lease is untrue in any material respect as of the date made;

(ii) If there is a Lessor Default or an Operator Default, respectively, in connection with the violation of any other material provision of this Lease and the failure by Lessor or Operator, respectively, to cure such default within thirty (30) days after notice thereof by the Lessee, provided that if such Lessor Default or Operator Default, respectively, cannot reasonably be cured within such thirty (30) day time period, then upon good cause being shown, the Lessor or the Operator, as the case may be, shall have an additional sixty (60) day period to cure such Lessor Default or Operator Default,

respectively, and no Lessor Default or Operator Default, respectively, shall be deemed to exist hereunder so long as Lessor or Operator, as the case may be, commences such cure within the initial thirty (30) day period and diligently using its best efforts in good faith to pursue such cure to completion no later than sixty (60) days after receipt of any required notice of default.

(d) Lessee Remedies. During the continuation of any Lessor Default or Operator Default, as the case may be, that continues beyond any applicable grace or cure period, the Lessee may pursue any one or more of the following remedies concurrently or successively against the defaulting party, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(i) recover from Lessor or Operator, as the case may be, any and all actual damages, including costs, expenses and reasonable attorneys' fees incurred by the Lessee arising out of or resulting from such Lessor Default or Operator Default, respectively;

(ii) pursue an action for specific performance of Lessor's or Operator's obligations, respectively, under this Lease and recover from Lessor or Operator, respectively, any and all costs, expenses and reasonable attorneys' fees incurred by the Lessee in the enforcement of its rights; and

(iii) pursue any and all rights and remedies available at law or in equity and recover from Lessor or Operator, respectively any and all costs, expenses and reasonable attorneys' fees incurred by the Lessee in the enforcement of its rights.

This paragraph 13 shall survive the expiration or early termination of this Lease.

14. LESSEE'S RIGHTS OF TERMINATION; ADDITIONAL REMEDIES

(a) In the event that:

(i) the erection, placement, posting, painting, illumination, maintenance or use of the Billboard is prohibited or restricted at any time by any law, ordinance, authority or public utility;

(ii) the view of all or a portion of any Billboard is partially or totally obstructed or impaired in any way and such obstruction has not been removed during any applicable grace or cure period provided herein (see below); or

(iii) the vehicular traffic around the Premises is substantially diminished or materially re-routed, other than for ordinary road repairs, emergencies or reasons of force majeure;

then Lessee may terminate this Lease upon not less than thirty (30) days notice thereof to Lessor and Operator (which notice shall specify therein the basis upon which Lessee claims the right of termination) and, thereupon, the Lessee shall take steps to remove the Billboard from the Premises as required by this Lease or, failing to do so in the required period of time, shall entitle the Lessor to utilize the Removal Security for purposes of

removing the Billboard and may seek compensation from the Lessee for any costs of removing the Billboard where the Removal Surety is insufficient to pay for all costs of removal and disposal of the Billboard.

Lessor shall not, and shall not permit its agents, employees and any other person acting on Lessor's behalf, to place or maintain any object which would obstruct the view of the advertising copy on the Billboard from Interstate 95, in Lessee's commercial business judgment. If Lessor fails to remove any such obstruction within five (5) days after notice from Lessee, Lessee may (a) remove the obstruction at Lessor's expense; (b) cancel this Lease; or (c) seek damages for its actual damages, costs, expenses and attorneys' fees to enforce its rights to use the Billboard for so long as the obstruction continues. Lessee may request the Lessor's approval, not to be unreasonably withheld, to trim any trees and vegetation on the Premises and any other property owned or controlled by Lessor in order to prevent obstructions and to keep the Premises in good order and repair.

15. REPRESENTATIONS AND WARRANTIES

(a) Lessee Representations and Warranties. Lessee represents and warrants to the Lessor and Operator as follows:

(i) Due Authorization. This Lease has been duly-authorized, executed and delivered by Lessee and the Persons signing this Lease on behalf of Lessee are duly-authorized to sign such documents on Lessee's behalf and to bind Lessee to its terms, or shall be at the time such executed documents are delivered to the Lessor and Operator, whereupon this Lease shall constitute the legal, valid and binding Lease of Lessee, enforceable against Lessee in accordance with its terms.

(ii) No Conflict; Legal Compliance. The execution, delivery and performance of this Lease by Lessee, and the consummation of the transactions contemplated by this Lease shall not (i) result in a material breach or material violation of, or constitute a material default under, any Law; (ii) result in a material breach of articles of organization of Lessee or any other governing documents of Lessee; (iii) constitute a material default or result in the cancellation, termination, acceleration of, any material obligation, or other breach or violation of any material loan or other material contract, instrument, indenture, lease, or other material document to which Lessee is a party or by which any of the properties of Lessee is bound, or give any Person the right to challenge any such material transaction, to declare any such material default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such material contract, instrument, indenture, lease, or other material document or under any material Law; or (iv) result in the imposition or creation of any lien against the Premises or encumbrance on title to the Premises without the Lessor's consent. Lessee neither is, nor shall be required to, give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Lease which shall not have been given or obtained prior to the time Lessee operates the Billboard.

(iii) Insolvency. Lessee has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an

involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(iv) Litigation and Default. Lessee is not involved in any legal proceeding which would prevent or materially impair the ability of Lessee to perform its duties and obligations under this Lease and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach by Lessee of any Law which could prevent or materially impair the ability of Lessee to perform its duties and obligations under this Lease.

(v) Criminal Conduct. Lessee, its officers, directors, managing members, and members owning 10% or more of Lessee are not, nor have they been in the last five years, convicted of a crime punishable by one year or more in prison or a fine of \$10,000 or more.

(vii) Tax Returns and Tax Payments. Lessee has properly prepared and filed all tax returns and reports which it has been required to file through the date of this Lease, and all taxes, interest and penalties of any kind shown due thereon, or otherwise attributable to any operations, activities or transactions of Lessee on or prior to the date of this Lease, have been paid or fully provided for, except for taxes incurred in the ordinary course that are not yet due and payable or which are being duly contested. To the best of Lessee's knowledge, no claims are pending or threatened against Lessee for taxes, interest or penalties, whether federal, state, local or foreign, no tax examination of Lessee is being conducted by federal, state, local or foreign agents, and there is no valid basis for the assertion of any claim for taxes, interest or penalties against Lessee which have not been paid, except for taxes, if any, incurred in the ordinary course that are not yet due and payable or which are being duly contested.

(vii) No Delinquent Obligations. Neither Lessee nor its officers, directors, members, partners and/or owners have any delinquent accounts of any type or nature with the City of Bridgeport, including, with limitation, real property or personal property tax accounts.

(viii) Good Standing. Lessee is a limited liability company, duly-organized, validly existing and in good standing under the Laws of the State of Connecticut and authorized to do business in the State of Connecticut.

(ix) Members of Lessee. Lessee represents and warrants to the Lessor and the Operator that the only members of Lessee are: James Johnsen, James Gertler and JeBeSa Equity (spellings correct?).

(x) Laws. Lessee represents and warrants to the Lessor and the Operator that it shall comply with all Laws as the same relate to or have jurisdiction over this Lease and/or the Premises.

(xi) Best Knowledge; Received Written Notice. Whenever a representation, warranty or other statement is made in this Lease on the basis of the best of knowledge of Lessee, or is qualified by Lessee having received written notice, such representation, warranty or other statement is made with the exclusion of any facts disclosed to or otherwise known by the Lessor or Operator, and is made solely on the basis of the actual, as distinguished from implied, imputed and constructive, knowledge on the date that such representation or warranty is made.

(b) Lessor and Operator Representations and Warranties. Lessor and Operator, respectively, represent and warrant to the Lessee as follows:

(i) Due Authorization. This Lease has been duly-authorized, executed and delivered by Lessor and Operator, respectively, and the Persons signing this Lease on their behalf, respectively, are duly-authorized to sign such documents and to bind Lessor and Operator, respectively, or shall be at the time such executed documents are delivered to the Lessee, whereupon this Lease shall constitute the legal, valid and binding Lease of Lessor and Operator, respectively, enforceable against Lessor and Operator, respectively, in accordance with its terms.

(ii) No Conflict; Legal Compliance. The execution, delivery and performance of this Lease by Lessor and Operator, respectively, and the consummation of the transactions contemplated by this Lease shall not (i) result in a material breach or material violation of, or constitute a material default under, any Law; (ii) result in a material breach of articles of organization of Lessor or Operator, respectively, or any other governing documents of Lessor or Operator, respectively; (iii) constitute a material default or result in the cancellation, termination, acceleration of, any material obligation, or other breach or violation of any material loan or other material contract, instrument, indenture, lease, or other material document to which Lessor or Operator, respectively, is a party or by which any of the properties of Lessor or Operator, respectively, are bound, or give any Person the right to challenge any such material transaction, to declare any such material default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such material contract, instrument, indenture, lease, or other material document or under any material Law; or (iv) result in the imposition or creation of any lien against the Billboard without the Lessee's consent. Lessor and Operator, respectively, are not, nor shall either be required to, give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Lease which shall not have been given or obtained prior to the time Lessee operates the Billboard.

(iii) Insolvency. Lessor and Operator, respectively, have not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(iv) Litigation and Default. Lessor and Operator, respectively, are not involved in any legal proceeding which would prevent or materially impair the ability of Lessor or Operator, respectively, to perform its duties and obligations under this Lease and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach by Lessor or Operator, respectively, of any Law which could prevent or materially impair the ability of Lessor or Operator, respectively, to perform its duties and obligations under this Lease.

(v) Criminal Conduct. Lessor and Operator, respectively, and all officers, directors, elected and appointed officials in the case of the Lessor, and owners in the case of the Operator, as applicable, are not, nor have they been in the last five years, convicted of or admitted guilt to or been the subject of a criminal investigation involving a crime punishable by one year or more in prison or a fine of \$10,000 or more.

(vi) Tax Returns and Tax Payments. Operator has properly prepared and filed all tax returns and reports which it has been required to file through the date of this Lease, and all taxes, interest and penalties of any kind shown due thereon, or otherwise attributable to any operations, activities or transactions of Operator on or prior to the date of this Lease, have been paid or fully provided for, except for taxes incurred in the ordinary course that are not yet due and payable or which are being duly contested. To the best of Operator's knowledge, no claims are pending or threatened against Operator for taxes, interest or penalties, whether federal, state, local or foreign, no tax examination of Operator is being conducted by federal, state, local or foreign agents, and there is no valid basis for the assertion of any claim for taxes, interest or penalties against Operator which have not been paid, except for taxes, if any, incurred in the ordinary course that are not yet due and payable or which are being duly contested.

(vii) Good Standing. Lessor is an organized and existing municipal body corporate and politic under the laws of the State of Connecticut. Operator is a limited liability company, duly-organized, validly existing and in good standing under the Laws of the State of Connecticut and authorized to do business in the State of Connecticut.

(viii) Laws. Lessor and Operator, respectively, represent and warrant to the Lessee that each shall, respectively, comply with all Laws as the same relate to or have jurisdiction over this Lease and/or the Premises.

(ix) Best Knowledge; Received Written Notice. Whenever a representation, warranty or other statement is made in this Lease on the basis of the best of knowledge of Lessor or Operator, respectively, or is qualified by Lessor or Operator, respectively, having received written notice, such representation, warranty or other statement is made with the exclusion of any facts disclosed to or otherwise known by the Lessee, and is made solely on the basis of the actual, as distinguished from implied, imputed and constructive, knowledge on the date that such representation or warranty is made.

All representations and warranties shall survive the expiration or early termination of this Lease.

16. MECHANICS LIENS; ATTORNMENT

Lessee shall not lien or permit others under its direction and control to file a mechanic's or materialmen's lien against the Premises in connection with this Lease or the Billboard. In the event a lien is filed, Lessee shall satisfy such lien, remove it or place a bond securing the removal of the lien within thirty (30) days after written notice from Lessor. Lessee shall in the event of the sale or assignment of Lessor's interest in the Billboard or this Lease, attorn to the purchaser and recognize such purchaser as Lessor under this Lease. This paragraph shall survive the expiration or early termination of this Lease.

17. CONFIDENTIALITY

- (a) Designation of Confidentiality. The parties acknowledge that the Lessee may disclose confidential information ("**Confidential Information**") to the Lessor or Operator concerning its business or the use of the Billboard or the Premises that may be considered confidential in nature under the Connecticut Freedom of Information Act ("**FOIA**"). Any such material shall be properly marked Confidential by Lessee and, if the same is deemed confidential and protected from disclosure to the public under FOIA, the Lessor and Operator will protect such Confidential Information from disclosure.
- (b) Non-Disclosure. At all times during the Term of this Lease and thereafter, the Lessor and Operator each agree to keep in confidence all Confidential Information, and shall not use, disclose, disseminate, publish, or otherwise transmit, directly or indirectly, any such Confidential Information.
- (c) Exceptions; Notice; Right to Defend. The Lessor and Operator shall be relieved of the obligation of confidentiality and nondisclosure hereunder if Confidential Information is required to be disclosed by any applicable Freedom of Information Act request, or by subpoena, judgment, order or decree of any court or governmental body or agency having jurisdiction, or by any law, rule or regulation, provided that, in connection with any such requested disclosure, the Lessor or Operator receiving the disclosure request shall give the Lessee prompt written notice of the requested disclosure pursuant to this exception in order to permit the Lessee to oppose such requested disclosure at Lessee's own expense and to whatever extent possible, Lessee may seek an order providing for continued confidential treatment of such Confidential Information by the applicable authority that governs such requested disclosures, and shall obtain an order absolving the Lessor and Operator of any requirement to disclose the Confidential Information sought. If such orders or Leases cannot be timely obtained by the Lessee, the Lessor and Operator shall be permitted to comply with the request.
- (d) Loss of Confidentiality Protection. Any and all Confidential Information that becomes public knowledge or loses its protected status or confidential nature by means other than a breach of this Lease by the Lessor or the Operator or their respective attorneys or agents shall no longer be subject to the restrictions of this Lease. In addition, no information or documentation already in the possession of the Lessor or the Operator or their respective attorneys or agents or that is public knowledge at the date of execution of this Lease or thereafter shall be subject to the restrictions of this Lease.

This paragraph 17 shall survive the expiration or early termination of this Lease.

18. **NOTICES** All notices, demands, consents, approvals and other communications required or desired to be given hereunder shall be effective only if in writing and shall be deemed given (a) five (5) days after being sent by certified mail, return receipt requested and deposited in a receptacle of the United States Postal Service, (b) upon receipt after being sent by overnight by nationally recognized courier or (c) upon receipt after being sent by hand delivery, in each case with return receipt requested, to the parties at their respective addresses set forth below or such alternative or additional addresses as they may be designate by notice.

Operator: Harbor Yard Sports and Entertainment, LLC
600 Main Street
Bridgeport, CT 06604
Attention: Howard Saffan, President

Lessee: Independent Outdoor III, LLC
One Landmark Square Suite 320
Stamford, CT 06901

Lessor: Chief Administrative Officer
City of Bridgeport
City Hall Annex
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

With a copy to:

City Attorney
Office of the City Attorney
City Hall Annex
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

19. **NO BROKER** Each of Lessor, Operator and Lessee, respectively, represent and warrant to the other parties that it has not dealt with any broker in connection with this Lease and that, to the best of its knowledge and belief, no other broker, finder or like entity procured or negotiated this Lease or is entitled to any fee or commission in connection herewith. Each of Lessor, Operator and Lessee shall indemnify, defend, protect and hold the other parties harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, or the above representation being false.

20. **MISCELLANEOUS**

(a) Captions. The captions to paragraphs contained in this Lease are not a part thereof and shall not be deemed to affect the meaning or construction of any of its provisions.

(b) Severability. If any term or provision of this Lease shall be held by a court of competent jurisdiction over the parties to be invalid or unenforceable or to be improperly applied, such provision will be severable from the Lease and the remainder of this Lease or the future application thereof, as the case may be, shall not be affected thereby, and the remainder of the Lease shall be interpreted in the absence of such invalid or unenforceable provision.

(c) Offer and Acceptance. It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in favor of the Lessee, Lessor or the Operator and shall in no way obligate or be binding upon Lessee, Lessor or Operator nor shall it have any force or effect unless the Lessee, Lessor and Operator have approved it by their governing bodies and until a fully-executed original thereof is delivered to Lessee.

(d) Singular/Plural/Gender References. Whenever used herein, the singular number shall include the plural and the masculine gender shall include the feminine and neuter genders, as the context may require.

(e) Further Assurances. Each party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts as the other party may reasonably request to further and effectuate the intent of this Lease.

(f) Binding Effect. This Lease is binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

(g) Governing Law. This Lease shall be governed by the laws of the State of Connecticut and any action brought in connection therewith shall be brought in the courts of this State located in Fairfield County, Connecticut.

(h) Force Majeure. A party hereto shall not be in default of this Lease if it is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of reasonable efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations, except for the Lessor's enactment of ordinances which cannot be claimed by Lessor as force majeure, which prevents any party's ability to perform its respective obligations under this Lease, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other parties of the nature of such hindrance or delay, its effect upon such party's performance under this Lease, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse any of the other parties hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot

effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties or compensation, for example the Lessee's obligation to pay Rent if it is prevented from advertising on or selling or placing media on the Billboard as a result of force majeure, and may result in the need to modify the Lease accordingly.

(i) Entire Lease. This Lease, together with all documents referred to herein, attached hereto, or incorporated by reference herein together contain the entire agreement between the parties and all prior communications, discussions and undertakings between the parties relating to the subject matter hereof are merged herein and superseded hereby.

(j) Attorneys' Fees. In the event that litigation is necessary to enforce any provision of this Lease, it is agreed that the prevailing party shall be entitled to recover its expenses incident thereto, including court costs and attorneys' fees.

(k) No Partnership or Joint Venture Created. Nothing in this Lease is intended or shall be construed to create a partnership, joint venture or agency relationship between Lessor, Lessee and Operator.

(l) Audit Rights. Lessor and Operator shall have the right, severally, to audit the Rent paid or payable, the Minimum Percentage Rent paid or payable, and the Gross Advertising Revenues, Agency Fees and Miscellaneous Fees as components of Net Income at such party's sole cost and expense. Lessee shall make all relevant records for the audit available for inspection in either New York City or Stamford, Connecticut during normal business hours. This right shall survive the expiration of the Term or the earlier termination of this Lease.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on this _____ day of _____, 2012.

OPERATOR

HARBOR YARD SPORTS AND ENTERTAINMENT, LLC

By: _____
Name: Roy E. Reichbach
Title: Secretary
Duly-authorized

LESSEE

INDEPENDENT OUTDOOR III, LLC

By: _____
Name:
Title:
Duly-authorized

LESSOR

CITY OF BRIDGEPORT

By: _____
Name:
Title:
Duly-authorized

SCHEDULE A

Description of Premises Attached

Municipal Suspense Tax Book.

**Report
of
Committee
on**

Budget & Appropriations

Submitted: June 18, 2012
(OFF THE FLOOR)

Adopted: _____

Attest: Fleeta C Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

87-11

RESOLVED, That City Council of the City of Bridgeport hereby approve, as directed by the State Tax Commission under Section 12-165, a copy of Municipal Suspense Tax Book for fiscal year ending June 30, 2012; and be it further

RESOLVED, That this Manual represents Grand List 1996 through 2010, which consist of Analyzed Personal Property and Motor Vehicle Taxes at the close of the fiscal year ending June 30, 2012 for the total amount of \$95,158.14.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS**

Robert P. Curwen, Sr., Co-Chairman

Susan T. Brannelly

Amy Marie Vizzo-Paniccia

Angel M. dePara, Jr., Co-Chairman

Lydia N. Martinez

Carlos Silva

Howard Austin, Sr.

Council Date: June 18, 2012 (OFF THE FLOOR)

Modify Suspense Report

CITY OF BRIDGEPORT

Page: 1

Date: 05/11/2012 Time: 11:17:47
 Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst Name | Code | Reason | Date | Town Due/Susp | Dist Due/Susp | Sewer Due/Susp | Total |
|--------------------------|---------------------|------|------------|------------|-----------------|---------------|----------------|-----------------|
| 1996-03-1011949 | VIVO LUCIA | BK | BANKRUPTCY | 04/25/2012 | 406.12 | 0.00 | 0.00 | 406.12 |
| 1996-03-3588177 | BATES SHENETA | BK | BANKRUPTCY | 04/26/2012 | 929.80 | 0.00 | 0.00 | 929.80 |
| 1996-03-4600281 | MALINES ANGEL L JR | BK | BANKRUPTCY | 04/26/2012 | 531.80 | 0.00 | 0.00 | 531.80 |
| 1996-03-4908366 | TORRES EDWIN A | | | 04/27/2012 | 166.38 | 0.00 | 0.00 | 166.38 |
| 1996-03-4913718 | VIVO LUCIA | | | 04/25/2012 | 160.60 | 0.00 | 0.00 | 160.60 |
| MOTOR VEHICLE | # Of Acct: 5 | | | | 2,194.70 | 0.00 | 0.00 | 2,194.70 |
| 1996-04-4450700 | GRAY CAROLYN Z | BK | BANKRUPTCY | 04/26/2012 | 663.07 | 0.00 | 0.00 | 663.07 |
| 1996-04-5042162 | SANTIAGO MARIA AKA | | | 04/27/2012 | 9.22 | 0.00 | 0.00 | 9.22 |
| MV SUPP | # Of Acct: 2 | | | | 672.29 | 0.00 | 0.00 | 672.29 |
| YR : 1996 | TOTAL : 7 | | | | 2,866.99 | 0.00 | 0.00 | 2,866.99 |
| 1997-03-4112952 | PORTER SONIE O | | | 04/27/2012 | 374.80 | 0.00 | 0.00 | 374.80 |
| 1997-03-4556915 | DEIDA JOSE M | BK | BANKRUPTCY | 04/25/2012 | 451.62 | 0.00 | 0.00 | 451.62 |
| 1997-03-4578081 | GRAY CAROLYN Z | | | 04/26/2012 | 659.06 | 0.00 | 0.00 | 659.06 |
| 1997-03-4600281 | MALINES ANGEL L JR | BK | BANKRUPTCY | 04/26/2012 | 419.54 | 0.00 | 0.00 | 419.54 |
| 1997-03-4863320 | MELO REMIGIO E | | | 04/26/2012 | 97.40 | 0.00 | 0.00 | 97.40 |
| 1997-03-4913718 | VIVO LUCIA | | | 04/25/2012 | 127.20 | 0.00 | 0.00 | 127.20 |
| 1997-03-5130371 | MALINES ANGEL JR | BK | BANKRUPTCY | 04/26/2012 | 161.60 | 0.00 | 0.00 | 161.60 |
| MOTOR VEHICLE | # Of Acct: 7 | | | | 2,291.22 | 0.00 | 0.00 | 2,291.22 |
| 1997-04-4995455 | SANTIAGO MARIA | | | 04/27/2012 | 273.92 | 0.00 | 0.00 | 273.92 |
| 1997-04-5042162 | SANTIAGO MARIA | | | 04/27/2012 | 5.92 | 0.00 | 0.00 | 5.92 |
| MV SUPP | # Of Acct: 2 | | | | 279.84 | 0.00 | 0.00 | 279.84 |
| YR : 1997 | TOTAL : 9 | | | | 2,571.06 | 0.00 | 0.00 | 2,571.06 |
| 1998-02-6439061 | KELLY GWENDOLYN R. | | | 04/26/2012 | 327.02 | 0.00 | 0.00 | 327.02 |
| PERSONAL PROPERTY | # Of Acct: 1 | | | | 327.02 | 0.00 | 0.00 | 327.02 |
| 1998-03-2249579 | GEFFERT WILLIAM R | DE | DECEASED | 04/25/2012 | 92.14 | 0.00 | 0.00 | 92.14 |
| 1998-03-4112952 | PORTER SONIE O | | | 04/27/2012 | 282.10 | 0.00 | 0.00 | 282.10 |
| 1998-03-4863320 | MELO REMIGIO E | | | 04/26/2012 | 88.74 | 0.00 | 0.00 | 88.74 |

Modify Suspense Report

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47
 Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst Name | Code Reason | Date | Town Due/Susp | Dist Due/Susp | Sewer Due/Susp | Total |
|--------------------------|------------------------|---------------|------------|-----------------|---------------|----------------|-----------------|
| 1999-04-5899594 | LOPEZ VIRGEN S | BK BANKRUPTCY | 04/27/2012 | 78.46 | 0.00 | 0.00 | 78.46 |
| MV SUPP | # Of Acct: 5 | | | 816.94 | 0.00 | 0.00 | 816.94 |
| YR : 1999 | TOTAL : 18 | | | 4,143.78 | 0.00 | 0.00 | 4,143.78 |
| 2000-02-6439061 | KELLY GWENDOLYN R. | | 04/26/2012 | 210.48 | 0.00 | 0.00 | 210.48 |
| PERSONAL PROPERTY | # Of Acct: 1 | | | 210.48 | 0.00 | 0.00 | 210.48 |
| 2000-03-4099107 | MOORER FREDERICK | BK BANKRUPTCY | 04/27/2012 | 104.66 | 0.00 | 0.00 | 104.66 |
| 2000-03-4881701 | PLAZA FELIX | BK BANKRUPTCY | 04/27/2012 | 330.98 | 0.00 | 0.00 | 330.98 |
| 2000-03-5168441 | PEREZ MARIA I | | 04/27/2012 | 401.52 | 0.00 | 0.00 | 401.52 |
| 2000-03-5668975 | MALINES ANGEL L JR | BK BANKRUPTCY | 04/26/2012 | 147.88 | 0.00 | 0.00 | 147.88 |
| 2000-03-5673561 | MELENDEZ MARISOL F AKA | | 04/25/2012 | 128.52 | 0.00 | 0.00 | 128.52 |
| 2000-03-5673766 | MENDENHALL CHANTA N | | 04/25/2012 | 277.56 | 0.00 | 0.00 | 277.56 |
| 2000-03-5933067 | BECKHAM VALERIE R | | 04/25/2012 | 701.82 | 0.00 | 0.00 | 701.82 |
| 2000-03-5976831 | GANT VERDINA | | 04/26/2012 | 130.78 | 0.00 | 0.00 | 130.78 |
| 2000-03-5984613 | GRAY CATRENE A | | 04/26/2012 | 414.06 | 0.00 | 0.00 | 414.06 |
| 2000-03-6009856 | LOPEZ VIRGEN S | BK BANKRUPTCY | 04/27/2012 | 130.78 | 0.00 | 0.00 | 130.78 |
| 2000-03-6012423 | MALINES ANGEL | BK BANKRUPTCY | 04/26/2012 | 349.18 | 0.00 | 0.00 | 349.18 |
| 2000-03-6016771 | MCCALLUM MARY | | 04/26/2012 | 110.32 | 0.00 | 0.00 | 110.32 |
| 2000-03-6044571 | PORTER SONIE | | 04/27/2012 | 702.98 | 0.00 | 0.00 | 702.98 |
| 2000-03-6806420 | ANNUZI KRISTA J | | 04/26/2012 | 573.30 | 0.00 | 0.00 | 573.30 |
| MOTOR VEHICLE | # Of Acct: 14 | | | 4,504.34 | 0.00 | 0.00 | 4,504.34 |
| 2000-04-6113645 | ACEVEDO ISMAEL | | 04/25/2012 | 1,135.10 | 0.00 | 0.00 | 1,135.10 |
| 2000-04-6157839 | GANT VERDINA | | 04/26/2012 | 254.80 | 0.00 | 0.00 | 254.80 |
| 2000-04-6176884 | KELLY GWENDOLYN R | | 04/26/2012 | 140.21 | 0.00 | 0.00 | 140.21 |
| 2000-04-6190411 | MCCALLUM MARY | | 04/26/2012 | 387.34 | 0.00 | 0.00 | 387.34 |
| 2000-04-6212376 | PORTER SONIE | | 04/27/2012 | 758.62 | 0.00 | 0.00 | 758.62 |
| MV SUPP | # Of Acct: 5 | | | 2,676.07 | 0.00 | 0.00 | 2,676.07 |
| YR : 2000 | TOTAL : 20 | | | 7,390.89 | 0.00 | 0.00 | 7,390.89 |

Modify Suspense Report

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47
 Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst Name | Code | Reason | Date | Town Due/Susp | Dist Due/Susp | Sewer Due/Susp | Total |
|---------------------------------------|--------------------|------|------------|------------|---------------|---------------|----------------|----------|
| 2001-02-6439061 | KELLY GWENDOLYN R. | | | 04/26/2012 | 161.06 | 0.00 | 0.00 | 161.06 |
| PERSONAL PROPERTY # Of Acct: 1 | | | | | | | | |
| 2001-03-4037403 | BYKOWSKI NICKOLAS | DE | DECEASED | 04/25/2012 | 161.06 | 0.00 | 0.00 | 161.06 |
| 2001-03-4099107 | MOORER FREDERICK | BK | BANKRUPTCY | 04/27/2012 | 78.62 | 0.00 | 0.00 | 78.62 |
| 2001-03-4881701 | PLAZA FELIX | BK | BANKRUPTCY | 04/27/2012 | 96.10 | 0.00 | 0.00 | 96.10 |
| 2001-03-5168441 | PEREZ MARIA I AKA | | | 04/27/2012 | 290.48 | 0.00 | 0.00 | 290.48 |
| 2001-03-5409449 | MARTINEZ LUIS F | | | 04/27/2012 | 306.82 | 0.00 | 0.00 | 306.82 |
| 2001-03-5668975 | MALINES ANGEL L JR | | | 04/26/2012 | 265.20 | 0.00 | 0.00 | 265.20 |
| 2001-03-5933067 | BECKHAM VALERIE R | | | 04/26/2012 | 123.62 | 0.00 | 0.00 | 123.62 |
| 2001-03-5976831 | GANT VERDINA | | | 04/25/2012 | 548.18 | 0.00 | 0.00 | 548.18 |
| 2001-03-5984613 | GRAY CATRENE A | | | 04/26/2012 | 105.90 | 0.00 | 0.00 | 105.90 |
| 2001-03-6009856 | LOPEZ VIRGEN S | | | 04/26/2012 | 319.92 | 0.00 | 0.00 | 319.92 |
| 2001-03-6012423 | MALINES ANGEL | BK | BANKRUPTCY | 04/27/2012 | 108.08 | 0.00 | 0.00 | 108.08 |
| 2001-03-6016771 | MCCALLUM MARY | BK | BANKRUPTCY | 04/26/2012 | 282.80 | 0.00 | 0.00 | 282.80 |
| 2001-03-6044571 | PORTER SONIE | | | 04/26/2012 | 94.98 | 0.00 | 0.00 | 94.98 |
| 2001-03-6255211 | ACEVEDO ISMAEL | | | 04/27/2012 | 551.44 | 0.00 | 0.00 | 551.44 |
| 2001-03-6313903 | GANT VERDINA | | | 04/25/2012 | 879.48 | 0.00 | 0.00 | 879.48 |
| 2001-03-6338345 | KELLY GWENDOLYN R | | | 04/26/2012 | 222.78 | 0.00 | 0.00 | 222.78 |
| 2001-03-6355631 | MCCALLUM MARY | | | 04/26/2012 | 457.52 | 0.00 | 0.00 | 457.52 |
| 2001-03-6383740 | PORTER SONIE | | | 04/26/2012 | 429.12 | 0.00 | 0.00 | 429.12 |
| 2001-03-6806420 | ANNUZZI KRISTA J | | | 04/27/2012 | 798.22 | 0.00 | 0.00 | 798.22 |
| MOTOR VEHICLE # Of Acct: 19 | | | | | | | | |
| 2001-04-6440883 | BOSTON RENEE B | BK | BANKRUPTCY | 04/25/2012 | 571.27 | 0.00 | 0.00 | 571.27 |
| 2001-04-6449929 | GRANT TAMARA | BK | BANKRUPTCY | 04/26/2012 | 310.25 | 0.00 | 0.00 | 310.25 |
| 2001-04-6449937 | GRANT TAMARA O A | BK | BANKRUPTCY | 04/26/2012 | 48.86 | 0.00 | 0.00 | 48.86 |
| 2001-04-6450030 | GRAY CATRENE A | | | 04/26/2012 | 186.51 | 0.00 | 0.00 | 186.51 |
| MV SUPP # Of Acct: 4 | | | | | | | | |
| | | | | | 6,376.40 | 0.00 | 0.00 | 6,376.40 |
| | | | | | 1,116.89 | 0.00 | 0.00 | 1,116.89 |

Modify Suspense Report

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47
 Condition (s): Year: / Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst | Name | Code | Reason | Date | Town | Due/Susp | Dist | Due/Susp | Sewer | Due/Susp | Total |
|--------------------------|-----|----------------------|------|-----------------|------------|------|-----------------|------|-------------|-------|-------------|-----------------|
| 2004-03-7937671 | | DOUICH KARIM | BK | BANKRUPTCY | 04/26/2012 | | 599.08 | | 0.00 | | 0.00 | 599.08 |
| 2004-03-7946980 | | FORBES SANDRA | | | 04/26/2012 | | 132.66 | | 0.00 | | 0.00 | 132.66 |
| 2004-03-7960478 | | CHRISTIANO JOSEPH L | | | 04/25/2012 | | 332.20 | | 0.00 | | 0.00 | 332.20 |
| 2004-03-7960729 | | DOUICH KARIM | BK | BANKRUPTCY | 04/26/2012 | | 424.66 | | 0.00 | | 0.00 | 424.66 |
| 2004-03-7960737 | | DOUICH KARIM | BK | BANKRUPTCY | 04/26/2012 | | 79.76 | | 0.00 | | 0.00 | 79.76 |
| 2004-03-7960745 | | DOUICH KARIM | BK | BANKRUPTCY | 04/26/2012 | | 20.16 | | 0.00 | | 0.00 | 20.16 |
| MOTOR VEHICLE | | # Of Acct: 16 | | | | | 5,235.35 | | 0.00 | | 0.00 | 5,235.35 |
| 2004-04-6223602 | | ROMAN ERIC X | | | 04/27/2012 | | 7.06 | | 0.00 | | 0.00 | 7.06 |
| 2004-04-7630141 | | FRONTAL MARISOL | | | 04/25/2012 | | 24.31 | | 0.00 | | 0.00 | 24.31 |
| 2004-04-7630150 | | FRONTAL MARISOL | BK | BANKRUPTCY | 04/25/2012 | | 107.29 | | 0.00 | | 0.00 | 107.29 |
| MV SUPP | | # Of Acct: 3 | | | | | 138.66 | | 0.00 | | 0.00 | 138.66 |
| YR : 2004 | | TOTAL : 20 | | | | | 5,540.73 | | 0.00 | | 0.00 | 5,540.73 |
| 2005-02-7930927 | | TITLY'S DELI MARKET | OB | OUT OF BUSINESS | 04/25/2012 | | 1,981.88 | | 0.00 | | 0.00 | 1,981.88 |
| 2005-02-8353871 | | GANT VERDINA | | | 04/26/2012 | | 170.18 | | 0.00 | | 0.00 | 170.18 |
| PERSONAL PROPERTY | | # Of Acct: 2 | | | | | 2,152.06 | | 0.00 | | 0.00 | 2,152.06 |
| 2005-03-6785694 | | VICENTE OSVALDO R | | | 04/27/2012 | | 202.74 | | 0.00 | | 0.00 | 202.74 |
| 2005-03-7384108 | | BIZEWSKI DONALD R | | | 04/25/2012 | | 65.84 | | 0.00 | | 0.00 | 65.84 |
| 2005-03-7402912 | | COMRIE MARK E | BK | BANKRUPTCY | 04/26/2012 | | 540.86 | | 0.00 | | 0.00 | 540.86 |
| 2005-03-7429977 | | FRANKLIN MARK C | BK | BANKRUPTCY | 04/26/2012 | | 250.10 | | 0.00 | | 0.00 | 250.10 |
| 2005-03-7433842 | | GAY ROBERT L | | | 04/26/2012 | | 1,351.78 | | 0.00 | | 0.00 | 1,351.78 |
| 2005-03-7571366 | | BECK BRIAN | | | 04/25/2012 | | 555.14 | | 0.00 | | 0.00 | 555.14 |
| 2005-03-7770164 | | CAMPBELL ANN MARIE | BK | BANKRUPTCY | 04/26/2012 | | 108.74 | | 0.00 | | 0.00 | 108.74 |
| 2005-03-7804549 | | FRONTAL MARISOL | | | 04/25/2012 | | 51.04 | | 0.00 | | 0.00 | 51.04 |
| 2005-03-7804557 | | FRONTAL MARISOL | BK | BANKRUPTCY | 04/25/2012 | | 149.46 | | 0.00 | | 0.00 | 149.46 |
| 2005-03-7905817 | | SPAIN TERRENCE | | | 04/27/2012 | | 1,298.42 | | 0.00 | | 0.00 | 1,298.42 |
| 2005-03-7937603 | | CHRISTIANO JOSEPH L | BK | BANKRUPTCY | 04/25/2012 | | 332.96 | | 0.00 | | 0.00 | 332.96 |
| 2005-03-7937662 | | DOUICH KARIM | BK | BANKRUPTCY | 04/26/2012 | | 720.20 | | 0.00 | | 0.00 | 720.20 |

Modify Suspense Report

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47
 Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst | Name | Code | Reason | Date | Town Due/SuspDist | Due/SuspSewer | Due/Susp | Total |
|--------------------------|-----|----------------------|------|-----------------|------------|-------------------|---------------|-------------|-----------------|
| 2006-03-8207417 | | HICKS ANNIE B | DE | DECEASED | 04/27/2012 | 408.88 | 0.00 | 0.00 | 408.88 |
| 2006-03-8209495 | | HOSTOS WILFREDO | | | 04/26/2012 | 187.08 | 0.00 | 0.00 | 187.08 |
| 2006-03-8209509 | | HOSTOS WILFREDO | | | 04/26/2012 | 48.38 | 0.00 | 0.00 | 48.38 |
| 2006-03-8211040 | | IBARRA OSCAR | BK | BANKRUPTCY | 04/26/2012 | 52.74 | 0.00 | 0.00 | 52.74 |
| 2006-03-8211058 | | IBARRA OSCAR | BK | BANKRUPTCY | 04/26/2012 | 85.60 | 0.00 | 0.00 | 85.60 |
| MOTOR VEHICLE | | # OF Acct: 16 | | | | 3,031.46 | 0.00 | 0.00 | 3,031.46 |
| 2006-04-8423942 | | HOSTOS WILFREDO | | | 04/26/2012 | 620.52 | 0.00 | 0.00 | 620.52 |
| 2006-04-8423951 | | HOSTOS WILFREDO | | | 04/26/2012 | 24.52 | 0.00 | 0.00 | 24.52 |
| MV SUPP | | # OF Acct: 2 | | | | 645.04 | 0.00 | 0.00 | 645.04 |
| YR : 2006 | | TOTAL : 20 | | | | 6,154.74 | 0.00 | 0.00 | 6,154.74 |
| 2007-02-7930927 | | TITLYS DELI MARKET | OB | OUT OF BUSINESS | 04/25/2012 | 3,009.16 | 0.00 | 0.00 | 3,009.16 |
| PERSONAL PROPERTY | | # OF Acct: 1 | | | | 3,009.16 | 0.00 | 0.00 | 3,009.16 |
| 2007-03-0560057 | | FOX JOYCE D | | | 04/26/2012 | 106.10 | 0.00 | 0.00 | 106.10 |
| 2007-03-5154149 | | PISACRETA JOHN | | | 04/27/2012 | 93.62 | 0.00 | 0.00 | 93.62 |
| 2007-03-5665739 | | LITTLE GWENDOLYN G | | | 04/25/2012 | 88.94 | 0.00 | 0.00 | 88.94 |
| 2007-03-5701174 | | SCOTT PAUL P | BK | BANKRUPTCY | 04/27/2012 | 22.26 | 0.00 | 0.00 | 22.26 |
| 2007-03-5957420 | | DAILEY SHENETA AND | BK | BANKRUPTCY | 04/26/2012 | 582.00 | 0.00 | 0.00 | 582.00 |
| 2007-03-6037949 | | PARKER AUDREY M | BK | BANKRUPTCY | 04/27/2012 | 239.48 | 0.00 | 0.00 | 239.48 |
| 2007-03-6293198 | | DAILEY SHENETA OR | | | 04/26/2012 | 643.60 | 0.00 | 0.00 | 643.60 |
| 2007-03-6785694 | | VICENTE OSVALDO R | | | 04/27/2012 | 160.72 | 0.00 | 0.00 | 160.72 |
| 2007-03-7150581 | | SCOTT PAUL P | BK | BANKRUPTCY | 04/27/2012 | 241.86 | 0.00 | 0.00 | 241.86 |
| 2007-03-7787857 | | DEJESUS CHARLES J OR | BK | BANKRUPTCY | 04/26/2012 | 299.58 | 0.00 | 0.00 | 299.58 |
| 2007-03-7895919 | | SANCHEZ FLORENCIO D | | | 04/27/2012 | 531.40 | 0.00 | 0.00 | 531.40 |
| 2007-03-8160011 | | CARTER STEPHAN K | | | 04/25/2012 | 203.60 | 0.00 | 0.00 | 203.60 |
| 2007-03-8171595 | | DAILEY RICHARD OR | BK | BANKRUPTCY | 04/26/2012 | 87.38 | 0.00 | 0.00 | 87.38 |
| 2007-03-8171609 | | DAILEY RICHARD OR | | | 04/26/2012 | 165.70 | 0.00 | 0.00 | 165.70 |
| 2007-03-8193963 | | GARRETT BENNY I | | | 04/26/2012 | 82.83 | 0.00 | 0.00 | 82.83 |

Modify Suspense Report

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Page: 10

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst | Name | Code | Reason | Date | Town Due/SuspDist | Due/SuspSewer | Due/Susp | Total |
|------------------|-----|----------------------|------|-----------------|------------|-------------------|---------------|-------------|------------------|
| 2007-03-8193971 | | GARRETT BENNY I | | | 04/26/2012 | 71.77 | 0.00 | 0.00 | 71.77 |
| 2007-03-8209495 | | HOSTOS WILFREDO | | | 04/26/2012 | 186.44 | 0.00 | 0.00 | 186.44 |
| 2007-03-8209509 | | HOSTOS WILFREDO | | | 04/26/2012 | 74.89 | 0.00 | 0.00 | 74.89 |
| 2007-03-8211040 | | IBARRA OSCAR | BK | BANKRUPTCY | 04/26/2012 | 106.86 | 0.00 | 0.00 | 106.86 |
| 2007-03-8211058 | | IBARRA OSCAR | BK | BANKRUPTCY | 04/26/2012 | 163.04 | 0.00 | 0.00 | 163.04 |
| 2007-03-8258211 | | RASCOE GWANDEH E | BK | BANKRUPTCY | 04/26/2012 | 679.50 | 0.00 | 0.00 | 679.50 |
| 2007-03-8575289 | | FAUSTINE PETER M | | | 04/26/2012 | 156.80 | 0.00 | 0.00 | 156.80 |
| 2007-03-8583311 | | GASSO NANCY L | | | 04/26/2012 | 546.74 | 0.00 | 0.00 | 546.74 |
| 2007-03-8599374 | | HOSTOS WILFREDO | | | 04/26/2012 | 574.20 | 0.00 | 0.00 | 574.20 |
| 2007-03-8668554 | | ROSEMAN ROSEMARIE | BK | BANKRUPTCY | 04/27/2012 | 134.94 | 0.00 | 0.00 | 134.94 |
| | | # Of Acct: 25 | | | | 6,244.25 | 0.00 | 0.00 | 6,244.25 |
| 2007-04-0083931 | | DAILEY RICHARD AND | | | 04/26/2012 | 165.12 | 0.00 | 0.00 | 165.12 |
| 2007-04-0083933 | | DAILEY RICHARD OR | | | 04/26/2012 | 33.12 | 0.00 | 0.00 | 33.12 |
| 2007-04-0087065 | | GREEN DAVE A | | | 04/26/2012 | 270.49 | 0.00 | 0.00 | 270.49 |
| 2007-04-0087066 | | GREEN DAVE A | | | 04/26/2012 | 100.62 | 0.00 | 0.00 | 100.62 |
| 2007-04-0091505 | | MONTALVO TONI F | | | 04/26/2012 | 668.12 | 0.00 | 0.00 | 668.12 |
| 2007-04-0091506 | | MONTALVO TONI F | | | 04/26/2012 | 1,184.89 | 0.00 | 0.00 | 1,184.89 |
| 2007-04-0093856 | | PISACRETA JOHN | | | 04/27/2012 | 220.94 | 0.00 | 0.00 | 220.94 |
| 2007-04-0096428 | | SCOTT PAUL P | BK | BANKRUPTCY | 04/27/2012 | 357.53 | 0.00 | 0.00 | 357.53 |
| | | # Of Acct: 8 | | | | 3,000.83 | 0.00 | 0.00 | 3,000.83 |
| YR : 2007 | | TOTAL : 34 | | | | 12,254.24 | 0.00 | 0.00 | 12,254.24 |
| 2008-02-0044834 | | TITLYS DELI MARKET | OB | OUT OF BUSINESS | 04/25/2012 | 2,614.96 | 0.00 | 0.00 | 2,614.96 |
| | | # Of Acct: 1 | | | | 2,614.96 | 0.00 | 0.00 | 2,614.96 |
| 2008-03-0064039 | | CROCKER BRIAN A | BK | BANKRUPTCY | 04/25/2012 | 113.90 | 0.00 | 0.00 | 113.90 |
| 2008-03-0066294 | | DEJESUS NATASHA | BK | BANKRUPTCY | 04/26/2012 | 483.20 | 0.00 | 0.00 | 483.20 |
| 2008-03-0066295 | | DEJESUS NATASHA OR | | | 04/26/2012 | 612.71 | 0.00 | 0.00 | 612.71 |
| 2008-03-0068481 | | DUNCAN VISHNU B | BK | BANKRUPTCY | 04/26/2012 | 159.22 | 0.00 | 0.00 | 159.22 |

Modify Suspense Report

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47
 Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst Name | Code | Reason | Date | Town Due/SuspDist | Due/SuspSewer | Due/Susp | Total |
|--------------------------|-----------------------|------|-----------------|------------|-------------------|---------------|-------------|------------------|
| 2008-03-0070667 | FAUSTINE PETER M | | | 04/26/2012 | 123.58 | 0.00 | 0.00 | 123.58 |
| 2008-03-0073755 | GARRETT BENNY I | | | 04/26/2012 | 68.57 | 0.00 | 0.00 | 68.57 |
| 2008-03-0074370 | GIGLIO ANGELA L | | | 04/26/2012 | 340.92 | 0.00 | 0.00 | 340.92 |
| 2008-03-0076511 | GREEN DAVE A | | | 04/26/2012 | 505.94 | 0.00 | 0.00 | 505.94 |
| 2008-03-0076512 | GREEN DAVE A | | | 04/26/2012 | 236.47 | 0.00 | 0.00 | 236.47 |
| 2008-03-0078667 | HERNANDEZ JAMES JR | | | 04/26/2012 | 355.26 | 0.00 | 0.00 | 355.26 |
| 2008-03-0078669 | HERNANDEZ JAMES R JR | | | 04/26/2012 | 63.92 | 0.00 | 0.00 | 63.92 |
| 2008-03-0078670 | HERNANDEZ JAMES R JR | | | 04/26/2012 | 30.33 | 0.00 | 0.00 | 30.33 |
| 2008-03-0079937 | HOSTOS WILFREDO | | | 04/26/2012 | 367.64 | 0.00 | 0.00 | 367.64 |
| 2008-03-0080508 | IBARRA OSCAR | BK | BANKRUPTCY | 04/26/2012 | 118.16 | 0.00 | 0.00 | 118.16 |
| 2008-03-0087946 | MAGNUS GWANDEN E | BK | BANKRUPTCY | 04/26/2012 | 100.34 | 0.00 | 0.00 | 100.34 |
| 2008-03-0093128 | MONTALVO TONI F | | | 04/26/2012 | 650.84 | 0.00 | 0.00 | 650.84 |
| 2008-03-0093129 | MONTALVO TONI F | | | 04/26/2012 | 1,279.20 | 0.00 | 0.00 | 1,279.20 |
| 2008-03-0101552 | PISACRETA JOHN | | | 04/27/2012 | 324.64 | 0.00 | 0.00 | 324.64 |
| 2008-03-0103560 | RASCOE GWANDEH E | | | 04/26/2012 | 440.86 | 0.00 | 0.00 | 440.86 |
| 2008-03-0109074 | SANCHEZ FLORENCIO D | | | 04/27/2012 | 579.56 | 0.00 | 0.00 | 579.56 |
| 2008-03-0115781 | TOBIAS MARCELO | | | 04/27/2012 | 256.86 | 0.00 | 0.00 | 256.86 |
| MOTOR VEHICLE | # Of Acct: 21 | | | | 7,212.12 | 0.00 | 0.00 | 7,212.12 |
| 2008-04-0085777 | GARRETT BENNY | | | 04/26/2012 | 92.20 | 0.00 | 0.00 | 92.20 |
| 2008-04-0087655 | JEAN-JULES DIVENSON | BK | BANKRUPTCY | 04/26/2012 | 26.46 | 0.00 | 0.00 | 26.46 |
| 2008-04-0088552 | LEBRON EDILBERTO | DE | DECEASED | 04/25/2012 | 42.92 | 0.00 | 0.00 | 42.92 |
| 2008-04-0096010 | TOBIAS MARCELO DANIEL | | | 04/27/2012 | 118.12 | 0.00 | 0.00 | 118.12 |
| 2008-04-0097246 | WHITMORE JAMES JR | DE | DECEASED | 04/30/2012 | 36.14 | 0.00 | 0.00 | 36.14 |
| MV SUPP | # Of Acct: 5 | | | | 315.84 | 0.00 | 0.00 | 315.84 |
| YR : 2008 | TOTAL : 27 | | | | 10,142.92 | 0.00 | 0.00 | 10,142.92 |
| 2009-02-0044834 | DANNYS VARIETY | OB | OUT OF BUSINESS | 04/25/2012 | 2,675.70 | 0.00 | 0.00 | 2,675.70 |
| PERSONAL PROPERTY | # Of Acct: 1 | | | | 2,675.70 | 0.00 | 0.00 | 2,675.70 |

Modify Suspense Report

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst | Name | Code | Reason | Date | Town | Due/Susp | Dist | Due/Susp | Sewer | Due/Susp | Total |
|-----------------|-----|---------------------|------|------------|------------|------|----------|------|----------|-------|----------|--------|
| 2009-03-0012680 | | COLON ANGIE | BK | BANKRUPTCY | 04/26/2012 | | 80.07 | | 0.00 | | 0.00 | 80.07 |
| 2009-03-0013597 | | COSME JAVIER D | DE | DECEASED | 04/27/2012 | | 93.55 | | 0.00 | | 0.00 | 93.55 |
| 2009-03-0014095 | | CRUMPTON DEBORAH B | BK | BANKRUPTCY | 04/26/2012 | | 82.45 | | 0.00 | | 0.00 | 82.45 |
| 2009-03-0014096 | | CRUMPTON OTTO | BK | BANKRUPTCY | 04/26/2012 | | 147.06 | | 0.00 | | 0.00 | 147.06 |
| 2009-03-0016209 | | DEJESUS NATASHA | | | 04/26/2012 | | 22.73 | | 0.00 | | 0.00 | 22.73 |
| 2009-03-0016210 | | DEJESUS NATASHA OR | | | 04/26/2012 | | 819.36 | | 0.00 | | 0.00 | 819.36 |
| 2009-03-0016568 | | DELVECCHIO JOHN J | DE | DECEASED | 04/27/2012 | | 267.18 | | 0.00 | | 0.00 | 267.18 |
| 2009-03-0018314 | | DUNCAN ANGIE C | BK | BANKRUPTCY | 04/26/2012 | | 68.58 | | 0.00 | | 0.00 | 68.58 |
| 2009-03-0018771 | | EBRON BRYANT | | | 04/26/2012 | | 72.94 | | 0.00 | | 0.00 | 72.94 |
| 2009-03-0020562 | | FELSBRET VICKIE | BK | BANKRUPTCY | 04/26/2012 | | 806.28 | | 0.00 | | 0.00 | 806.28 |
| 2009-03-0025766 | | GRABOWSKI EDWARD C | DE | DECEASED | 05/10/2012 | | 93.55 | | 0.00 | | 0.00 | 93.55 |
| 2009-03-0030114 | | IBARRA OSCAR | BK | BANKRUPTCY | 04/26/2012 | | 124.88 | | 0.00 | | 0.00 | 124.88 |
| 2009-03-0031136 | | JEAN JULES DIVENSON | BK | BANKRUPTCY | 04/26/2012 | | 160.35 | | 0.00 | | 0.00 | 160.35 |
| 2009-03-0031179 | | JEAN-JULES DIVENSON | BK | BANKRUPTCY | 04/26/2012 | | 99.10 | | 0.00 | | 0.00 | 99.10 |
| 2009-03-0031180 | | JEAN-JULES DIVENSON | BK | BANKRUPTCY | 04/26/2012 | | 132.40 | | 0.00 | | 0.00 | 132.40 |
| 2009-03-0031181 | | JEAN-JULES DIVENSON | BK | BANKRUPTCY | 04/26/2012 | | 76.51 | | 0.00 | | 0.00 | 76.51 |
| 2009-03-0037577 | | MAGNUS GWANDEN E | BK | BANKRUPTCY | 04/26/2012 | | 111.00 | | 0.00 | | 0.00 | 111.00 |
| 2009-03-0037902 | | MALDONADO JULIA A | | | 04/26/2012 | | 74.92 | | 0.00 | | 0.00 | 74.92 |
| 2009-03-0042108 | | MINOR DEBORAH D | | | 04/26/2012 | | 344.08 | | 0.00 | | 0.00 | 344.08 |
| 2009-03-0042118 | | MINOR TIMOTHY L | | | 04/26/2012 | | 70.16 | | 0.00 | | 0.00 | 70.16 |
| 2009-03-0042119 | | MINOR TIMOTHY L | | | 04/26/2012 | | 158.16 | | 0.00 | | 0.00 | 158.16 |
| 2009-03-0042855 | | MONTERO JEREMIAS | | | 04/26/2012 | | 134.78 | | 0.00 | | 0.00 | 134.78 |
| 2009-03-0050955 | | PISACRETA JOHN | | | 04/27/2012 | | 292.16 | | 0.00 | | 0.00 | 292.16 |
| 2009-03-0052946 | | RASCOE GWANDEH E | BK | BANKRUPTCY | 04/26/2012 | | 382.92 | | 0.00 | | 0.00 | 382.92 |
| 2009-03-0065132 | | TOBIAS MARCELO D | | | 04/27/2012 | | 122.10 | | 0.00 | | 0.00 | 122.10 |
| 2009-03-0067821 | | VELAZQUEZ JUDITH | | | 04/27/2012 | | 89.59 | | 0.00 | | 0.00 | 89.59 |
| 2009-03-0067822 | | VELAZQUEZ JUDITH M | | | 04/27/2012 | | 344.08 | | 0.00 | | 0.00 | 344.08 |

Modify Suspense Report

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Page: 13

| Bill # | Dst Name | Code | Reason | Date | Town Due/Susp | Dist Due/Susp | Sewer Due/Susp | Total |
|--------------------------|----------------------|------|-----------------|------------|-----------------|---------------|----------------|-----------------|
| 2009-03-0070132 | WILKINS THOMAS | DE | DECEASED | 04/25/2012 | 501.32 | 0.00 | 0.00 | 501.32 |
| 2009-03-0070712 | WILLOUGHBY LESLIE G | | | 04/27/2012 | 4.74 | 0.00 | 0.00 | 4.74 |
| 2009-03-0071723 | ZAPATA SUSAN A | BK | BANKRUPTCY | 04/27/2012 | 627.90 | 0.00 | 0.00 | 627.90 |
| MOTOR VEHICLE | # Of Acct: 30 | | | | 6,404.90 | 0.00 | 0.00 | 6,404.90 |
| 2009-04-0081583 | BOKINA SOMMER L | DE | DECEASED | 04/30/2012 | 106.75 | 0.00 | 0.00 | 106.75 |
| 2009-04-0083452 | COSME JAVIER D | DE | DECEASED | 04/27/2012 | 89.90 | 0.00 | 0.00 | 89.90 |
| 2009-04-0084736 | DUNCAN ANGIE C | BK | BANKRUPTCY | 04/26/2012 | 63.98 | 0.00 | 0.00 | 63.98 |
| 2009-04-0090749 | MENDOZA SUSAN A | BK | BANKRUPTCY | 04/27/2012 | 78.17 | 0.00 | 0.00 | 78.17 |
| 2009-04-0090750 | MENDOZA SUSAN A | BK | BANKRUPTCY | 04/27/2012 | 76.70 | 0.00 | 0.00 | 76.70 |
| MV SUPP | # Of Acct: 5 | | | | 415.50 | 0.00 | 0.00 | 415.50 |
| YR : 2009 | TOTAL : 36 | | | | 9,496.10 | 0.00 | 0.00 | 9,496.10 |
| 2010-02-0044834 | DANNYS VARIETY | OB | OUT OF BUSINESS | 04/25/2012 | 2,140.56 | 0.00 | 0.00 | 2,140.56 |
| PERSONAL PROPERTY | # Of Acct: 1 | | | | 2,140.56 | 0.00 | 0.00 | 2,140.56 |
| 2010-03-0013687 | COSME JAVIER D | DE | DECEASED | 04/27/2012 | 122.10 | 0.00 | 0.00 | 122.10 |
| 2010-03-0016666 | DELVECCHIO JOHN J | DE | DECEASED | 04/27/2012 | 260.04 | 0.00 | 0.00 | 260.04 |
| 2010-03-0021689 | FLOKOS KAI L OR | BK | BANKRUPTCY | 04/26/2012 | 2.16 | 0.00 | 0.00 | 2.16 |
| 2010-03-0025829 | GRABOWSKI EDWARD C | DE | DECEASED | 05/10/2012 | 88.00 | 0.00 | 0.00 | 88.00 |
| 2010-03-0033838 | KRAVETS YEFIM | DE | DECEASED | 04/25/2012 | 70.16 | 0.00 | 0.00 | 70.16 |
| 2010-03-0042979 | MOORE JOHN W | DE | DECEASED | 04/25/2012 | 593.82 | 0.00 | 0.00 | 593.82 |
| 2010-03-0042980 | MOORE JOHN W | DE | DECEASED | 04/25/2012 | 182.34 | 0.00 | 0.00 | 182.34 |
| 2010-03-0064009 | TANCHUM STACY GAYLE | DE | DECEASED | 04/25/2012 | 118.92 | 0.00 | 0.00 | 118.92 |
| 2010-03-0070416 | WHITTAKER ANDERSON | | | 04/27/2012 | 3.69 | 0.00 | 0.00 | 3.69 |
| 2010-03-0070552 | WILKINS THOMAS | DE | DECEASED | 04/25/2012 | 267.29 | 0.00 | 0.00 | 267.29 |
| 2010-03-0071049 | WILLIAMS THERESA L | | | 04/27/2012 | 292.16 | 0.00 | 0.00 | 292.16 |
| MOTOR VEHICLE | # Of Acct: 11 | | | | 2,000.68 | 0.00 | 0.00 | 2,000.68 |
| 2010-04-0098476 | WILLIAMS SALLIE C | DE | DECEASED | 04/27/2012 | 34.29 | 0.00 | 0.00 | 34.29 |
| MV SUPP | # Of Acct: 1 | | | | 34.29 | 0.00 | 0.00 | 34.29 |

Modify Suspense Report

Date: 05/11/2012 Time: 11:17:47

CITY OF BRIDGEPORT Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

| Bill # | Dst Name | Code Reason | Date | Town Due/SuspDist | Due/SuspSewer | Due/Susp | Total |
|-------------------|----------|-------------|------|-------------------|---------------|----------|-----------|
| YR : 2010 | | | | 4,175.53 | 0.00 | 0.00 | 4,175.53 |
| TOTAL : 13 | | | | 95,158.14 | 0.00 | 0.00 | 95,158.14 |

Grand Total: 296

Budget Transfer to the FY 2011-2012 for Civil Service
From: Salary Account 01070000-51000 (\$21,000) To:
Management Services Account 01070000-56165
(\$21,000).

**Report
of
Committee
on**

Budget & Appropriations

Submitted: June 18, 2012
(OFF THE FLOOR)

Adopted: _____

Attest: Fleeta G. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

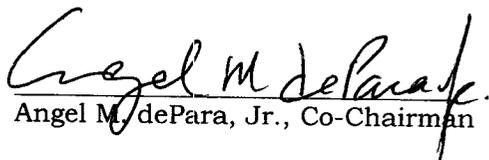
The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

91-11

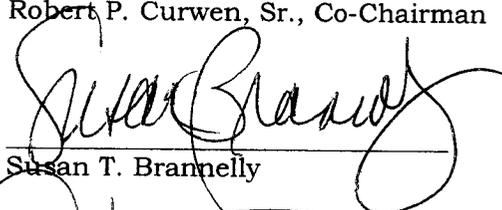
Resolved, That the attached Justification Document regarding a Budget Transfer to Fiscal Year 2011-2012 Civil Service Budget From: Salary Account 01070000-51000 (\$21,000) To: Management Services Account 01070000-56165 (\$21,000) in order to pay invoices for numerous exams both entry and promotional be, and hereby is APPROVED.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS**

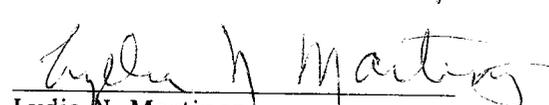
Robert P. Curwen, Sr., Co-Chairman



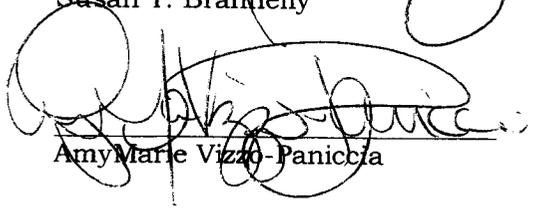
Angel M. dePara, Jr., Co-Chairman



Susan T. Brannelly



Lydia N. Martinez



Amy Marie Vizzo-Paniccia

Carlos Silva

Howard Austin, Sr.

Council Date: June 18, 2012 (OFF THE FLOOR)

CITY OF BRIDGEPORT
Office of Policy & Management
JUSTIFICATION DOCUMENT

BE IT RESOLVED:

That the Common Council of the City of Bridgeport finds that the unencumbered balance of the "transferred from" appropriation(s) listed below equals or exceeds the estimated expenditures of the City required for such purpose during the remainder of the current fiscal year. The Council finding that the remaining amount after transfer is sufficient for all expenditures of the City for the purpose thereof during the budget year is justified by the following determination of facts and actions taken:

Civil Service requests a budget modification to Fiscal Year 2011-2012 in the amount of \$21,000 from their Salary budget to their Management Services budget. As a result of numerous exams, both entry and promotional, the management services line 0107000-56165 has been exhausted.

| Appropriation Account Number | Allocated To | Approved Budget | Amount of Transfer | After Transfer |
|------------------------------|--------------|------------------|--------------------|------------------|
| 01070000-51000 | From | \$568,186 | (\$21,000) | \$547,186 |
| 01070000-56165 | To | \$77,943 | \$21,000 | \$98,943 |
| | | | | |
| | | | | |
| Total | | \$646,129 | \$0 | \$646,129 |

REVENUES:

A. BE IT FURTHER RESOLVED:

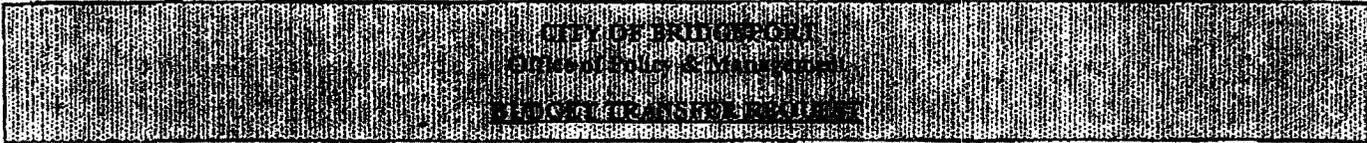
That the Common Council finds that such transfer of funds will not reduce city revenues or revenue estimates for the current or future fiscal year.

COMMENTS:

Please make the above budget transfer revision to reflect a more accurate distribution of funds.

Chairman Budget/Appropriations Committee:

Date of action:



DEPARTMENT: CIVIL SERVICE

TRANSFER REQUEST: (Please state in detail the reasons you are requesting a budget transfer, and also provide the following: the exact account numbers and names of the accounts which will be affected; the dollar amounts involved; and a statement confirming that the re-allocation of funds among the affected accounts will be sufficient for all anticipated expenditures for the remainder of the current fiscal year.)

As a result of the numerous exams, both entry level and promotional, including a court ordered mandamus for Fire Captain, Deputy Police Chief exam, the entry level Firefighter exam and two (2) unanticipated exams at the Emergency Operations Center, our budget for exam expenses, including testing consultants, assessors, pre-employment psychological evaluations and polygraph examinations has been exhausted.

Accordingly, the Civil Service Commission is requesting a transfer of \$21,000 from salary line (51000) to management services line (56165).

568,186



Additional Comments:

70,903

As department head, I assure the Office of Policy and Management and the Bridgeport City Council that the need for this transfer has been thoroughly analyzed; and that the residual balances in the accounts affected above are adequate for all anticipated expenses for the remainder of the current fiscal year.

Dept. Head Signature:

[Handwritten Signature]

Date:

5-24-12



05/24/2012 16:21
mark.anaeto

CITY OF BRIDGEPORT
G/L ACCOUNT - MASTER INQUIRY

PG 1
glactinq

Org code: 01070000 CIVIL SERVICE Type: E
 Object code: 51000 FULL TIME EARNED PAY Status: A
 Project code: *UNKNOWN* Budgetary: Y

Fund 01 GENERAL FUND
 FUNCTION 01 GENERAL GOVERNMENT
 AGENCY 008 CIVIL SERVICE
 DEPARTMENT 070 CIVIL SERVICE
 LOCATION 000 NO LOCATION
 Project 51000 FULL TIME EARNED PAY
 UNKNOWN

Full description: FULL TIME EARNED PAY Short desc: FT EARN PA
 Reference Acct: Auto-encumber? (Y/N) N

| ----- CURRENT YEAR MONTHLY AMOUNTS ----- | | | | |
|--|------------|-------------|--------------|------------|
| PER | ACTUAL | ENCUMBRANCE | BUD TRANSFER | BUDGET |
| 00 | .00 | .00 | .00 | .00 |
| 01 | 28,615.76 | .00 | .00 | 47,348.83 |
| 02 | 35,695.21 | .00 | .00 | 47,348.83 |
| 03 | 45,393.31 | .00 | .00 | 47,348.83 |
| 04 | 38,802.87 | .00 | .00 | 47,348.83 |
| 05 | 48,679.49 | .00 | .00 | 47,348.83 |
| 06 | 38,944.92 | .00 | .00 | 47,348.83 |
| 07 | 40,430.67 | .00 | .00 | 47,348.83 |
| 08 | 44,539.11 | .00 | .00 | 47,348.83 |
| 09 | 51,328.17 | .00 | .00 | 47,348.83 |
| 10 | 41,023.38 | .00 | .00 | 47,348.83 |
| 11 | .00 | .00 | .00 | 47,348.83 |
| 12 | .00 | .00 | .00 | 47,348.83 |
| 13 | .00 | .00 | .00 | 47,348.83 |
| Tot: | 413,452.89 | .00 | .00 | 568,186.00 |

| ----- CURRENT YEAR TOTAL AMOUNTS ----- | | | |
|--|------------|-------------------|------------|
| Actual (Memo) | 454,604.51 | Original Budget | 568,186.00 |
| Encumbrances | .00 | Budget Tranfr In | .00 |
| Requisitions | .00 | Budget Tranfr Out | .00 |
| Total | 454,604.51 | Carry Fwd Budget | .00 |
| Available Budget | 113,581.49 | Carry Fwd Bud Tfr | .00 |
| Percent Used | 80.01 | Revised Budget | 568,186.00 |
| Inceptn to SOY | .00 | Inceptn Orig Bud | .00 |
| | | Inceptn Revsd Bud | .00 |
| Encumb-Last Yr | .00 | DEPARTMENT | 543,153.00 |
| Actual-Last Yr | .00 | BOE | 568,186.00 |
| Estim-Actual | 568,186.00 | OPM | 568,186.00 |
| | .00 | MAYOR | 568,186.00 |
| | | COUNCIL | 568,186.00 |



| PER | ACTUAL | LAST YEAR MONTHLY AMOUNTS | |
|------|------------|---------------------------|------------|
| | | ENCUMBRANCE | BUDGET |
| 00 | .00 | .00 | .00 |
| 01 | 31,260.99 | .00 | 45,262.75 |
| 02 | 35,271.11 | .00 | 45,262.75 |
| 03 | 41,453.74 | .00 | 45,262.75 |
| 04 | 33,044.60 | .00 | 45,262.75 |
| 05 | 42,661.15 | .00 | 45,262.75 |
| 06 | 34,102.11 | .00 | 45,262.75 |
| 07 | 99,598.09 | .00 | 45,262.75 |
| 08 | 34,287.49 | .00 | 45,262.75 |
| 09 | 43,802.34 | .00 | 45,262.75 |
| 10 | 26,299.86 | .00 | 45,262.75 |
| 11 | 43,725.49 | .00 | 45,262.75 |
| 12 | 50,692.03 | .00 | 45,262.75 |
| 13 | .00 | .00 | .00 |
| Tot: | 516,199.00 | .00 | 543,153.00 |

| ----- | | PRIOR YEARS TOTAL AMOUNTS | | ----- | |
|------------------|------------|---------------------------|--|------------|--|
| 2011 Actual | 516,199.00 | 2011 Orig Budget | | 558,153.00 | |
| 2011 Closed @ YE | 516,199.00 | 2011 Bud Tfr In | | .00 | |
| 2011 Encumbrance | .00 | 2011 Bud Tfr Out | | -15,000.00 | |
| 2011 Memo Bal | 516,199.00 | 2011 C Fwd Budget | | .00 | |
| 2010 Actual | 518,165.44 | 2011 Revsd Budget | | 543,153.00 | |
| 2009 Actual | .00 | | | | |
| 2008 Actual | .00 | 2010 Orig Budget | | 535,442.00 | |
| 2007 Actual | .00 | 2010 Revsd Budget | | 535,442.00 | |
| 2006 Actual | .00 | 2009 Orig Budget | | .00 | |
| 2005 Actual | .00 | 2009 Revsd Budget | | .00 | |
| 2004 Actual | .00 | | | | |
| 2003 Actual | .00 | 2011 | | 0.00 | |
| 2002 Actual | .00 | 2010 | | 0.00 | |
| | | 2009 | | 0.00 | |

| ----- | | FUTURE YEAR AMOUNTS | | ----- | |
|-------|-------------|---------------------|--------|-------|------|
| PER | 2013 BUDGET | | BUDGET | | |
| 00 | .00 | 2013 DEPARTMENT | .00 | | .00 |
| 01 | .00 | 2013 BOE | .00 | | 9.00 |
| 02 | .00 | 2013 OPM | .00 | | .00 |
| 03 | .00 | 2013 MAYOR | .00 | | .00 |
| 04 | .00 | 2013 COUNCIL | .00 | | .00 |
| 05 | .00 | 2013 Revised | .00 | | .00 |
| 06 | .00 | 2014 Estimate | .00 | | .00 |
| 07 | .00 | 2015 Estimate | .00 | | .00 |
| 08 | .00 | 2016 Estimate | .00 | | .00 |
| 09 | .00 | 2017 Estimate | .00 | | .00 |
| 10 | .00 | | | | |
| 11 | .00 | 2013 Memo Bal | .00 | | |
| 12 | .00 | 2013 Encumbrance | .00 | | |
| 13 | .00 | 2013 Requisition | .00 | | |
| Tot: | .00 | | | | |

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Anaeto, Mark **

05/24/2012 16:22
mark.anaeto

CITY OF BRIDGEPORT
G/L ACCOUNT - MASTER INQUIRY

PG 1
glacting

Org code: 01070000 CIVIL SERVICE
Object code: 56165 MANAGEMENT SERVICES
Project code: *UNKNOWN*

Type: E
Status: A
Budgetary: Y

Fund 01 GENERAL FUND
FUNCTION 01 GENERAL GOVERNMENT
AGENCY 008 CIVIL SERVICE
DEPARTMENT 070 CIVIL SERVICE
LOCATION 000 NO LOCATION
56165 MANAGEMENT SERVICES
Project *UNKNOWN*

Full description: MANAGEMENT SERVICES
Reference Acct:

Short desc: MNGMNT SRV
Auto-encumber? (Y/N) N

| PER | CURRENT YEAR MONTHLY AMOUNTS | | | |
|------|------------------------------|-------------|--------------|------------|
| | ACTUAL | ENCUMBRANCE | BUD TRANSFER | BUDGET |
| 00 | .00 | .00 | .00 | .00 |
| 01 | .00 | .00 | .00 | .00 |
| 02 | .00 | .00 | .00 | 8,578.62 |
| 03 | 60.00 | .00 | .00 | 8,578.58 |
| 04 | .00 | .00 | .00 | 8,578.58 |
| 05 | 8,750.00 | 30,562.73 | .00 | 8,578.58 |
| 06 | 32,066.57 | -30,562.73 | .00 | 8,578.58 |
| 07 | .00 | 14,377.04 | .00 | 8,578.58 |
| 08 | 15,097.04 | -13,277.04 | .00 | 8,578.58 |
| 09 | 26,173.00 | .00 | .00 | 8,578.58 |
| 10 | 8,000.00 | .00 | 25,000.00 | 8,578.58 |
| 11 | .00 | .00 | .00 | 8,578.58 |
| 12 | .00 | .00 | .00 | 8,578.58 |
| 13 | .00 | .00 | .00 | 8,578.58 |
| Tot: | 90,146.61 | 1,100.00 | 25,000.00 | 102,943.00 |

| | CURRENT YEAR TOTAL AMOUNTS | |
|------------------|----------------------------|-----------------------|
| | ACTUAL | BUDGET |
| Actual (Memo) | 100,791.61 | 77,943.00 |
| Encumbrances | 1,100.00 | 25,000.00 |
| Requisitions | .00 | .00 |
| Total | 101,891.61 | .00 |
| Available Budget | 1,051.39 | .00 |
| Percent Used | 98.98 | 102,943.00 |
| Inceptn to SOY | .00 | Inceptn Orig Bud .00 |
| | | Inceptn Revsd Bud .00 |
| Encumb-Last Yr | .00 | DEPARTMENT 155,886.25 |
| Actual-Last Yr | .00 | BOE 77,943.00 |
| Estim-Actual | 77,943.00 | OPM 77,943.00 |
| | .00 | MAYOR 77,943.00 |
| | | COUNCIL 77,943.00 |

| PER | ACTUAL | LAST YEAR MONTHLY AMOUNTS | |
|------|------------|---------------------------|------------|
| | | ENCUMBRANCE | BUDGET |
| 00 | .00 | .00 | .00 |
| 01 | .00 | .00 | .00 |
| 02 | 565.00 | 565.00 | 12,990.53 |
| 03 | 21,760.00 | 21,690.00 | 12,990.52 |
| 04 | 5,461.19 | -10,709.19 | 12,990.52 |
| 05 | 5,327.70 | -4,695.00 | 12,990.52 |
| 06 | 6,164.83 | 4,886.00 | 12,990.52 |
| 07 | .00 | -6,164.83 | 12,990.52 |
| 08 | 6,725.00 | 16,504.00 | 12,990.52 |
| 09 | 5,779.00 | 7,774.95 | 12,990.52 |
| 10 | 19,234.95 | 4,721.00 | 12,990.52 |
| 11 | 25,870.00 | -4,029.95 | 12,990.52 |
| 12 | 49,798.64 | 3,851.00 | 12,990.52 |
| 13 | .00 | -34,392.98 | 12,990.52 |
| Tot: | 146,686.31 | .00 | .00 |
| | | .00 | 155,886.25 |

| | | PRIOR YEARS TOTAL AMOUNTS | |
|------------------|------------|---------------------------|------------|
| 2011 Actual | 146,686.31 | 2011 Orig Budget | 155,886.25 |
| 2011 Closed @ YE | 146,686.31 | 2011 Bud Tfr In | .00 |
| 2011 Encumbrance | .00 | 2011 Bud Tfr Out | .00 |
| 2011 Memo Bal | 146,686.31 | 2011 C Fwd Budget | .00 |
| 2010 Actual | 104,910.09 | 2011 Revsd Budget | 155,886.25 |
| 2009 Actual | .00 | 2010 Orig Budget | 197,410.00 |
| 2008 Actual | .00 | 2010 Revsd Budget | 150,441.87 |
| 2007 Actual | .00 | 2009 Orig Budget | .00 |
| 2006 Actual | .00 | 2009 Revsd Budget | .00 |
| 2005 Actual | .00 | 2011 | 0.00 |
| 2004 Actual | .00 | 2010 | 0.00 |
| 2003 Actual | .00 | 2009 | 0.00 |
| 2002 Actual | .00 | | |

| PER | FUTURE YEAR AMOUNTS | | |
|------|---------------------|------------------|-----|
| | 2013 BUDGET | BUDGET | |
| 00 | .00 | 2013 DEPARTMENT | .00 |
| 01 | .00 | 2013 BOE | .00 |
| 02 | .00 | 2013 OPM | .00 |
| 03 | .00 | 2013 MAYOR | .00 |
| 04 | .00 | 2013 COUNCIL | .00 |
| 05 | .00 | 2013 Revised | .00 |
| 06 | .00 | 2014 Estimate | .00 |
| 07 | .00 | 2015 Estimate | .00 |
| 08 | .00 | 2016 Estimate | .00 |
| 09 | .00 | 2017 Estimate | .00 |
| 10 | .00 | | .00 |
| 11 | .00 | 2013 Memo Bal | .00 |
| 12 | .00 | 2013 Encumbrance | .00 |
| 13 | .00 | 2013 Requisition | .00 |
| Tot: | .00 | | |

ACCOUNT NOTES

** END OF REPORT - Generated by Anaeto, Mark **

Budget Modification to the FY 2011-2012 Nutrition
Budget: Increase Revenue Line Item 01900902 42617
Federal Breakfast Program (\$403,000) and Increase
Appropriation Line Items 01900000 54595 Food
(\$403,000).

**Report
of
Committee
on**

Budget & Appropriations

Submitted: June 18, 2012(OFF THEFLO)

Adopted: _____

Attest: Fleeta G. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

98-11

Resolved, That the attached Justification Document regarding a Budget Modification to the Fiscal Year 2011-2012 Nutrition Budget: Increase Revenue Line Item 01900902 42617 Federal Breakfast Program to \$403,000 and Increase Appropriation Line Items 01900000 54595 Food \$403,000 for funding to complete school year Breakfast Program be, and hereby is APPROVED.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS**

Robert P. Curwen, Sr., Co-Chairman

Angel M. de Para Jr.

Angel M. dePara, Jr., Co-Chairman

Susan T. Brannelly

Susan T. Brannelly

Lydia N. Martinez

Lydia N. Martinez

Amy Marie Vizzo-Paniccia

Amy Marie Vizzo-Paniccia

Carlos Silva

Howard Austin, Sr.

Council Date: June 18, 2012 (OFF THE FLOOR)

