

AGENDA
CITY COUNCIL MEETING
MONDAY, JULY 2, 2012

7:00 P.M.
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Presentation by Parks and Recreation Department re: The Parks Master Plan.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 4, 2012

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 105-11** Communication from City Attorney re: Twenty day notice to Settle Litigation pursuant to Municipal Code Section 2.10.130: Lyndsay Fletcher, **ACCEPTED AND MADE PART OF THE RECORD.**
- 106-11** Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with New England Health Care Employees Union, Local 1199 (Nurses) concerning their bargaining unit contract, referred to Contracts Committee.
- 107-11** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut Office of Policy and Management for the FY 2012 Justice Assistance Grant (JAG) Local Pass Thru Program, referred to Public Safety and Transportation Committee.
- 108-11** Communication from Mayor re: Appointment of Bobby Gillon (R) to the Planning & Zoning Commission as an alternate, referred to Miscellaneous Matters Committee.
- 109-11** Communication from Mayor re: Reappointment of Michael Piccirillo (D) to Zoning Board of Appeals Commission, referred to Miscellaneous Matters Committee.
- 110-11** Communication from Mayor re: Appointment of Edgar Rodriguez (D) to Planning & Zoning Commission, referred to Miscellaneous Matters Committee.
- 111-11** Communication from OPM re: Modification to the FY 2013-2017 Five Year Capital Plan concerning the Longfellow School and Roosevelt School Projects, referred to Budget and Appropriations Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 112-11** Communication from Finance Department re: Approval of Additional Capital Project Authorization to the 2013-2017 Capital Plan, referred to Budget and Appropriations Committee.
- 113-11** Communication from Finance Department re: Approval of General Obligation Bonds - To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *85-11** Economic and Community Development and Environment Committee Report re: Resolution regarding the Fixing of the Assessment on Personal Property 400 Megawatt UTC Fuel Cell Webster Bank Arena at Harbor Yard.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JULY 2, 2012, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Glen Guild
39 Oliver Street
Bridgeport, CT 06606

Noise Ordinance and Violations
not enforced by the City.

**CITY of BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, JULY 2, 2012
6:30 PM**

Council President McCarthy called the public speaking session to order at 6:35 pm.

The city clerk took the roll call and she announced there was a quorum.

ATTENDANCE: Council members: Brannelly, M. McCarthy, Colon, Taylor-Moye, T. McCarthy, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Ayala, Martinez, Baker

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Glen Guild
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not enforced by the City.

Council President McCarthy called the speaker to come forward to address the city council -called three times; the speaker wasn't present.

Council President McCarthy stated that the following persons signed up to speak, but their names were later crossed out: Clyde Nicholson and Amos Brown (neither were present).

The public hearing session closed at 6:40 pm.

Council President McCarthy called for a caucus prior to the city council meeting at 6:45 pm.

The caucus ended at 7:00 pm.

RECEIVED
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2012 JUL 10 AM 11:28

**CITY of BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, JULY 2, 2012
7:00 PM**

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

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

ABSENT: Council members: Austin, Silva, Curwen

Prayer - The prayer was offered by Council member Olson.

Pledge of Allegiance – the pledge was led by Council member Baker.

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

Moment of Silence – Mayor Finch asked for a moment of silence for Dorothy Caviness, Deborah Caviness's mother who recently passed away. He expressed that Dorothy Caviness raised a wonderful family, was important to other families and she will be missed!

Announcements:

Council President McCarthy made the following announcements:

Council member Curwen was on vacation.

Council member Silva was recovering from additional surgery.

Presentation by Parks and Recreation Department re: The Parks Master Plan.

Mayor Finch stated that the parks master plan would be implemented. He said there was excitement about the plan, noting that we are the "parks city". He recalled 100 years ago when P.T. Barnum was around during 1870 and when the first park was constructed during the civil war when the country was coming apart. He mentioned the work that was done in Central Park in New York, noting that they had the same genius come to Bridgeport to design Seaside Park and Beardsley Park and that's why we are commonly known as the "Park City". However, he said the city hasn't had a parks master plan for years. He commented that he wanted to see Pleasure Beach open again, as well as seeing other parks in the city restored. He recognized everyone in the Parks and Recreation Department that have been involved with creating the parks master plan. He emphasized that that plan was specifically created for this city and it's an incredible plan. He urged everyone to read it over, noting that it's still a working document and will be a fifteen to twenty-five year project. He further emphasized that parks are the greatest safety valve they have to ensure open space. He noted that the master plan has been approved under the Parks and Recreation Department.

Ted Graybarz stated that he and Charles Carroll when conducted the RFP process and interviewed twenty firms and subsequently decided on a firm from Boston to devise the plan. He explained that what resonated from the plan was creating a new identity that created the frame work for a natural environment with pedestrian amenities along the waterfront. The implementation of the plan will transcend generation to generation to be remembered by our great children and it will not only be done for us, but for those that come after. He relayed that the plan has Congressman Hines support.

Jason Socoki stated that he created the master plan. He relayed that the effort resulted in engaging with the community and community leaders; as well as working with fifty kids to obtain feedback as to what they would like to see in the parks. Overall, it was a real joint effort. The frame work of how the master plan was created was explained and how they focused on some of the great assets in the city to integrate into the parks plan that will result in strengthening the neighborhood.

It was relayed that Trust Work Public Land that is based in San Francisco with an office in Connecticut is excited about the parks master plan. Their mission is to provide land for the people with access to the parks, playground or other natural space – *additional background information was relayed about the organization*. It was stated that they are pleased to be partnering with Bridgeport to create parks that compliment the neighborhood. It was noted that the feasibility study will focus on waterfront access, neighborhood parks etc., they will also meet with NRZ's for their input and they will then gauge all the comments to determine design ideas and to ensure that community needs are met. A thank you to the city was expressed for partnering with them.

Juanita, Fairfield County Community Foundation stated that she believed in Bridgeport and supports the parks master plan. She relayed that the master plan has been a collaborative effort that was necessary to move forward. She further relayed the

foundation's commitment to keep Bridgeport strong. She offered some information regarding grants that were awarded. She expressed that their real goal is to keep lasting relationships as they progress with the master plan initiatives and they look forward to seeing the city evolve.

Mr. Graybarz stated that it will be a collective effort, so they need help with implementation of the plan; noting that collectively it will work. He urged support of the plan to allow them to move forward within the next five years.

Council member Holloway stated that the concept was great. He commented that he is a parks man and an avid tennis player who has coached youth. He recalled the shame of what happened to the tennis courts that was named after former Council member Johnny Dye, noting the bad condition the tennis courts are in. He stated that when they go out to the bid on parks; they should be sure to get people that will know how to do the proper construction and work. Mr. Graybarz responded that they intend to engage with professionals as the plan is implemented. He added that refurbishing of the tennis courts is included in the plan. Council member Holloway offered his advice for refurbishing the tennis courts.

Mayor Finch thanked everyone for their involvement with the parks master plan.

Council member Olson made a request that the parks on the west side be restored. Mayor Finch agreed that they will need to review the plan and offer input that will serve all neighborhoods equally. He highlighted that areas in the city that are underserved with parks should be included in the plan.

Council member Brantley encouraged her colleagues to utilize the local parks that are in their district to hold different social functions and events.

Mayor Finch expressed that overall, he was excited about the parks master plan.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 4, 2012

**

COUNCIL MEMBER AUSTIN MOVED TO ACCEPT THE MINUTES

**

COUNCIL MEMBER COLON SECONDED

**

MOTION PASSED UNANIMOUSLY

Mayor Finch read a review from the White House blog related to sustainability of neighborhoods, the blog highlighted Bridgeport, Connecticut as an example of that.

*It was noted that Council member Holloway will be attending a conference on sustainability in Nashville.

Mayor Finch acknowledged visitor's from Local Carpenter's Union 210 that were present in support of Steel Pointe.

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** COUNCIL MEMBER PAOLETTO MOVED TO REFER
** COMMUNICATIONS TO BE REFERRED TO COMMITTEES
** COUNCIL MEMBER M. McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

*85-11 Economic and Community Development and Environment Committee Report re: Resolution regarding the Fixing of the Assessment on Personal Property 400 Megawatt UTC Fuel Cell Webster Bank Arena at Harbor Yard.

The city clerk read the consent calendar item into the record.

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

New business:

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

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE ORDINANCE COMMITTEE REPORT RE: ITEM #97-11 AND THAT THE CITY COUNCIL COMMUNICATE AND REPORT THE ATTACHED/ENCLOSED LIST OF RECOMMENDED CHANGES/AMENDMENTS IN AND TO THE DRAFT PROPOSED OF THE CHARTER REVISION REPORT TO THE CHARTER REVISION COMMISSION**

**** COUNCIL MEMBER T. McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER MARTINEZ MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA**

**** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

Council member Martinez stated that item 102-11 went through committee and passed Unanimously.

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE ITEM 102-11 STEEL POINTE PROJECT AND INTERLOCAL AGREEMENT
** COUNCIL MEMBER T. McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY**

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

**** COUNCIL MEMBER BRANNELLY MOVED TO REFER RE: RENEGOTIATE LEASE BETWEEN THE CITY OF BRIDGEPORT AND THE DOWNTOWN CABARET THEATRE
** COUNCIL MEMBER COLON SECONDED
** MOTION PASSED UNANIMOUSLY (Item #114-11)**

Other business:

Council President McCarthy recognized State Representative Ed Gomes in the audience.

He also recognized the Steel Pointe developer's: Robert W. Christoph Sr. and Robert Christoph Jr. in the audience.

Council President McCarthy expressed that it was a tremendous day for Bridgeport and the region. He said he was very proud of all the work the city council and the Mayor has done working hard year after year to finally see the project start to come to fruition; it was a **very proud day!**

Mayor Finch said he was proud of the city council for sticking by the administration and working hard. He expressed that he is going to be pleased to see what takes place in the near future!

Council member Olson commented about the problem with the microphone system. He noted that he is unable to hear the speakers clearly.

ADJOURNMENT

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

The meeting adjourned at 7:50 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

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
Melanie J. Howlett
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

COMM. #105-11 ACCEPTED AND MADE PART OF THE RECORD
on 7/2/2012



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers

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

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

Re: **SETTLEMENT OF CLAIM**
LYNDSAY FLETCHER V. CITY OF BRIDGEPORT, ET AL.

RECEIVED
CITY OF BRIDGEPORT
JUL 10 2012

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$19,000.00 payable to Donald Cianci, Trustee for Lyndsay Fletcher. The action is claiming personal injuries to the plaintiff, Lyndsay Fletcher when, on May 13, 2010, the vehicle she was in was involved in a motor vehicle accident caused by an employee for the City of Bridgeport. The accident occurred at the intersection of Boston Avenue and Dean Place where the employee failed to obey a stop sign and struck the vehicle Ms. Fletcher was in which resulted in a total loss of the vehicle. As a result of the accident the plaintiff sustained extensive damages including but not limited to head, neck, back and leg injuries and other related damages.

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my Paralegal, Margo Litz, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/dk



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. #106-11 Referred to Contracts Committee on
7/2/2012

June 18, 2012

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

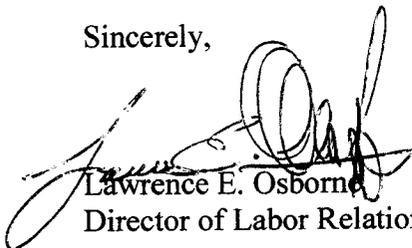
RE: New England Health Care Employees Union, Local 1199

Dear Honorable Members:

The City of Bridgeport and the New England Health Care Employees Union, Local 1199 (Nurses) have reached an agreement concerning the terms and conditions of employment for their membership. Enclosed you will find the completed collective bargaining unit 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

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OFFICE
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AGREEMENT

BETWEEN

THE CITY OF BRIDGEPORT

and

**NEW ENGLAND HEALTH CARE EMPLOYEES
UNION
DISTRICT 1199/SEIU**

July 1, 2008

to

June 30, 2012

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I. THE UNION AND UNION SECURITY

PREAMBLE

The following agreement entered into by and between the City of Bridgeport (hereinafter called the "Employer"), and the New England Health Care Employees Union, District 1199/SEIU with its offices at 77 Huyshope Avenue, Hartford, Connecticut, (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of said Employer, as hereinafter defined, now employed and collectively designated as the "Employees".

It is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer, as well as of its Employees, and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE I - RECOGNITION

1-1. The Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement, as hereinafter provided.

1-2. The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining and contract administration.

ARTICLE II - DEFINITIONS

2-1. Public Health Nurse. A Bridgeport Public Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, appraises individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families and groups in clinics, schools, other organized settings, in the home, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis, treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports of clinic and other activities, incidents and patient health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.

2-2. School Health Nurse. A Bridgeport School Health Nurse is a Registered Professional Nurse who, under the direction of the Director of Public Health, reporting to the Superintendent of Schools or his/her designee appraises individual and family health needs and hazards - existing or potential; provides health counseling (including emotional support) to individuals, families, schools, other organized settings, consults with and refers families to appropriate personnel within the City Health Department, school system or community services; carries out nursing duties contributing to diagnosis, treatment and rehabilitation; gives, arranges, teaches or supervises nursing for sick

and injured; works with other health or health-related personnel as a member of a multi-disciplinary team geared to the solution of health and medical problems; prepares reports and other activities, incidents and patient health status; understands and complies with confidentiality of patient records; assists in ensuring compliance with health laws and regulations.

2-3. Nurse Practitioner, as a primary care provider, assesses the health status of patients to detect the presence of health problems. Manages health problems of patients in accordance with physician approved standing orders which include suitable referrals, therapeutic procedures and the administration of medication or immunization. The Practitioner supervises clinic aides and outreach workers and performs related work.

2-4. Nurse, when used in this Agreement refers to both Public Health Nurses, School Health Nurse and Nurse Practitioners.

ARTICLE III - UNION SECURITY

3-1. Union Security – 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 Union during the term of this 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 Union or pay to the Union an appropriate agency fee as established by the Union. 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 31st day following the beginning of such employment become and remain members in good standing in the Union, or pay to the Union appropriate agency fees during the term of this Agreement. All such dues, and fees, shall be automatically payroll deducted and remitted to the Union.

3-2. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

ARTICLE IV - CHECK OFF

4-1. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each week, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period.

4-2. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

4-3. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding (a), (b), (c), or (d) above, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union By-Laws in order to remain in good standing.

4-4. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues week involved, shall have failed to receive sufficient wages to equal the dues deductions.

4-5. Each month the Employer shall remit to the Union all deductions, dues and initiation fees made from the wages of Employees for the preceding week, together with a list of all Employees from whom dues and/or initiation fees have been deducted. Said list shall include the Employment number.

4-6. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, employment number, classifications of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.

4-7. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

4-8. It is also agreed that neither any Employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

4-9. Upon the receipt of a written authorization from an Employee, in the form annexed hereto as Exhibit B, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, the sum specified in said authorization and remit same to the New England Health Care Employees Union, District 1199, Political Action Fund, 77 Huyshope Avenue, Hartford, CT 06106. An Employee may revoke such authorization by written request to the Employer. The Union agrees to indemnify Employer's compliance with this provision.

ARTICLE V - UNION ACTIVITY, VISITATION AND BULLETIN

BOARDS

5-1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in the Grievance Procedure.

5-2. The staff representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, Delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Where the Union staff representative finds it necessary to enter a department of the Employer for this purpose, he/she shall first advise the Administrator or the head of the department or his/her designee in person, as the Employer shall state.

5-3. A Delegate intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer. Such visits shall only be denied by the Employer because of operation requirements but in no event later than the start of the next regular shift.

5-4. The Employer shall provide space on existing Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. The Union agrees that the notices and material posted shall not contain derogatory comments or attacks against the City, its departments, agencies or officials.

5-5. The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance only at regular delegate assembly meetings provided Employer operations shall not be impaired.

ARTICLE VI - PROBATIONARY/PROMOTIONAL EMPLOYEES

6-1. Newly hired Employees shall be considered probationary for a period of three (3) months from the date of employment. The probationary period may be extended for an additional three (3) month period with the approval of the Union and the Employer. The Union shall not unreasonably deny such extension.

6-2. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The end of the probationary period shall be upon completion of his/her shift on their last probationary day.

6-3. Employees promoted to probationary, provisional or acting position shall have the right to return the bargaining unit with adjusted

Bargaining Unit Seniority, within one year of the acceptance of said position. Adjusted Seniority shall mean seniority minus the length of time out of the Bargaining Unit. The one (1) year period shall not be extended.

ARTICLE VII - SENIORITY

7-1. Definition. Seniority is defined as the length of continuous municipal service except for bidding, lay-off and recall purposes under this Agreement. For bidding, lay-off and recall purposes, Bargaining Unit Seniority shall apply. School Nurses and Public Health Nurses have no rights to cross over between the City of Bridgeport and the Board of Education except for layoff and recall. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in a 1199 bargaining unit position within the City of Bridgeport covered by this collective bargaining agreement with the employer as stated in Side letter #1 of this Agreement.

7-2. Accrual. An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

7-3. Bargaining unit seniority shall accrue during an approved leave as identified in Article 22 provided that the employee returns to work immediately following the expiration of such leave.

7-4. Seniority as defined herein shall be applied to all requests for transfers where vacancies occur.

7-5. When a vacancy occurs or a new position is created that the City intends to fill on a permanent basis, the following procedure shall apply:

a) The vacancies or positions will be posted for a period of five (5) days, excluding weekends and holidays.

- b) The posting will identify the position, title, job description, salary, work location, and schedule.
 - c) The position will be awarded, after bidding on the basis of Bargaining Unit Seniority, culture requirement and qualifications based on licensure.
 - d) The City will not fill such vacancies in an arbitrary and capricious manner.
 - e) Should no current Employee possess the necessary qualifications, the City may seek an outside hire. The City shall date and time all applications and the new hire shall accrue seniority as stated in 7.2.
 - f) The City may fill such vacancy temporarily if an emergency exists. However, the definition of the emergency and the filling of such a vacancy must be discussed with the Union. The discussion shall include the length of the temporary need and any other particulars about the vacancy.
 - g) Employees must apply within the posting period to be considered under Section 7.5 above.
- 7-6. The following shall apply to all School Health Nursing assignments:
- a) Every three (3) years School Health Nurse shall bid on assignments. The bidding procedure will begin in June. The effective date of any change shall start two (2) weeks prior to school opening. Bidding commenced in 1986 and will continue every three (3) years thereafter.
 - b) Assignments shall be filled based on Bargaining Unit Seniority and cultural requirements. Everything being relatively equal, Bargaining Unit Seniority shall prevail.

- c) Bidding: For the purposes of bidding, School Health Nurse will bid every three (3) years based on Bargaining Unit Seniority.
- 7.7. Should a vacancy in an assignment occur during the year the following shall apply:
- a) The position may be filled on a temporary basis until two (2) weeks before the start of school.
 - b) On June 1, of non-bidding years, open positions/assignments shall be posted and assignments shall be awarded as written in Section 7.5.
 - c) The new hire will go to the former assignment of the nurse who is awarded the vacant position.
- 7.8. If a nurse's assignment is eliminated and another assignment is available, that nurse shall fill it temporarily until the end of the school year, then 7.5, 7.6 or 7.7 shall apply. If no assignment is available, the employer shall comply with Article 8, Layoff and Recall.
- 7.9 Any Public Health Nurse shall bid to any School Health Nurse vacancies by July 1, 2009. After this bidding between the Public Health Nurse and School Health Nurse shall be closed, but there shall be a reopener to discuss the issue of bidding only. This does not include the normal bidding process for School Health Nurse that takes place every three (3) years. The parties to this Agreement shall meet for this reopener starting April 1, 2010, and shall reach a TA or memorandum of Understanding on this issue by June 1, 2010. (See Side letter, effective September 17, 2011)

ARTICLE VIII - LAYOFF AND RECALL

8-1. In the event the Employer make a reduction of hours or lays off bargaining unit members the Employer shall notify the Union four (4) weeks in advance of the reduction or lay-off. The Employer shall give each Nurse affected a four-week written notice of such reduction or lay-off or pay in lieu thereof. The Union may request a meeting to avoid or mitigate said reductions or lay-off.

8-2. Seniority shall mean length of continuous employment with the 1199 Bargaining Unit. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

8-3. In the event that the Employer makes a reduction in the number of Employees covered by this Agreement, Employees with the least seniority will be laid off first, provided that the more senior Employees have the present ability to perform the work required. For the purpose of determining the order of layoff and recall only, all registered nurses in the unit will be treated as one seniority group. Seniority shall mean length of continuous employment with the Employer. Employees shall retain seniority status and recall rights for twenty-four (24) months following the date of layoff. If an Employee refuses recall to an open job or fails to report for work on such job at the time and day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

II. MANAGEMENT AND THE WORK PLACE

ARTICLE IX - MANAGEMENT RIGHTS

9-1. Except as expressly modified or restricted by the specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights to recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position and of the department; acquire and maintain essential equipment and facilities required to conduct the City's business of providing City services; exercise complete control over its organization and the technology of performing its work; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such a right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with express provisions of this agreement. The City shall not exercise its management rights in violation of this obligation under MERRA (The Connecticut Municipal Employee Relations Act. C.G.S. #7-467, et seq).

The above rights, responsibilities and prerogatives are inherent in the Common Council of the City of Bridgeport and its Mayor, by virtue of statute, ordinance or charter provisions, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

ARTICLE X - HOURS OF WORK

10-1. The normal hours of work for the Public Health Nurses and School Health Nurse will be as follows:

8:00 AM to 3:30 PM
Monday through Friday.

The normal hours for the Clinics will be as follows:

8:00 AM to 3:30 PM
Monday through Friday.

Nurses will have a one-half (1/2) hour lunch period, not to be used for travel nor any other work duties.

10-2. The overtime rate for all Employees covered by this Agreement will be time and one-half the regular hourly rate for all hours worked in excess of the normal working hours.

10-3. School Health Nurses (SHN) will have a Separate classification. School Health Nurses will switch to the education calendar (186 days), they will move to this work schedule at the end of the 2009 school year (June 24). School Health Nurses will receive no general wage increases for the life of the contract.

ARTICLE XI - NEGOTIATIONS AND CONFERENCES

11-1. The City agrees that the members of the Union's Negotiating Committee engaged during normal work day negotiations or special conferences on behalf of the Union with the City during the term of this Agreement, shall be entitled to release time, within reason, without loss

of salary. The Union also agrees to meet for purposes of negotiation on off-duty time at least to the same extent as the released time.

11-2. Not more than five (5) nurses from each department, representing the Union, shall be released at the same time.

ARTICLE XII - GRIEVANCE PROCEDURE

12-1. A grievance shall be defined as a dispute which may arise over the interpretation, application or meaning of this Agreement, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. The aggrieved Employee, who shall be represented by a representative of the Union, shall present the facts to his/her immediate supervisor within ten (10) working days of the date on which the grievance or dispute arose or within ten (10) days of the time the Employee knew of the grievance or dispute. The immediate supervisor shall render his/her decision to the Employee and the Union representative within five (5) working days from the date the grievance was presented.

Step 2. If the grievance is not resolved in Step One, the Union representative shall reduce the grievance to writing within five (5) working days and present it to the department head. It shall include:

- a. A statement of the grievance and the facts involved.
- b. The remedy requested.

The department head shall arrange a meeting, with all the parties concerned present, to review the facts. The department head shall notify the Employee and the Union representative of his/her decision, in writing, within five (5) working days from the date the grievance was submitted to him/her.

Step 3. If a grievance is not resolved at Step Two, the Union representative shall present it to the Office of Labor Relations within five (5) working days after the decision of the department head is received. If requested by the Union, the Office of Labor Relations shall meet with interested parties no later than five (5) working days after the receipt of the grievance and in any case shall render his/her decision in writing within ten (10) days of receipt of the grievance.

Step 4. If the Union is not satisfied with the decision rendered in Step Three, it shall notify, in writing, the Office of Labor Relations within fifteen (15) working days after receipt of the decision that it intends to submit the grievance to arbitration; and shall simultaneously file notice of appeal with the American Arbitration Association which shall act on such request in accordance with its rules and procedures. Said arbitration panel shall be limited to the expressed terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of this contract.

Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved within two (2) weeks of its submission, the City may submit the grievance to the American Arbitration Association.

The decision rendered by the American Arbitration Association, regardless of the initiating party, shall be final and binding on the parties.

It is mutually understood and agreed that no probationary Employee at the entrance level shall have access to the grievance procedure where the issue is one of his/her discipline or discharge, and no probationary Employee in any promotional classification shall have

access to the grievance procedure where the issue is one of his/her demotion.

12-2. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

12-3. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union Representative.

ARTICLE XIII - DISCIPLINARY ACTION

13.1 The City shall have the right to maintain discipline and efficiency and shall have the right to discharge, suspend, or discipline an Employee for just cause.

13.2 The City will notify the Union in writing of any discharge or suspension by mailing notice of discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Said notice shall be sent to the Union Office, in Hartford, and notice shall be considered given on the date mailed. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the City within ten (10) working days from the date of receipt of notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, however, commencing at Step 3 of the grievance machinery.

13.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and Holidays.

13.4(a) In the case of an employee who has received a verbal warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, or in the case of an employee who has received a written warning and where a period of eighteen (18) months has elapsed without the employee's having received any further discipline, the City shall, upon request, remove the aforesaid warning from the employee's file.

(b) Nothing which might result in disciplinary action shall be placed in an employee's file without the employee's knowledge. Employees shall have the right to review and grieve any material if it is placed in their personnel file. No uninvestigated note, memo or complaint which might result in disciplinary action shall be permitted in the personnel files of bargaining unit members

ARTICLE XIV - DRUG TESTING

14.1. The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General 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 the Union with thirty (30) days notice prior to implementing drug and alcohol testing.

III. MONATARY PAYMENTS

ARTICLE XV - SALARIES

15-1. The annual salaries of the nurses covered by this Agreement are set forth in Appendixes A, B, C, D, and E.

15-2. Compensation of three hundred and fifty (\$350) dollars annually shall be granted to a Public Health Nurse and School Health Nurse having sixty (60) or more credits towards a BS Degree in nursing, public health or a directly related nursing field from an accredited school.

15-3. a) Compensation of five hundred (\$500) dollars annually over and above the annual salary shall be granted to nurses having a BS Degree in nursing, public health or a directly related nursing field from an accredited school.

b) Compensation of six hundred (\$600) dollars annually shall be granted to nurses having a Master's Degree in nursing, public health or directly related nusing field from an accredited school. These sums are payable in a lump sum to those eligible on or about October 1, of each year.

15.4. Nurses who bid to work at schools during the summer will receive a rate of \$37.50 per hour. Bidding for this work will be based on seniority.

15-5. All personnel shall be advanced within the salary range in accordance with the established practice.

15.6. Educational qualifications and previous experience shall be taken into consideration in determining the starting salary for new Employees. A nurse who has been actively engaged in the nursing profession, upon being hired, shall be given credit for such experience in the following manner:

a) If the experience has been in the public health field, is of a character satisfactory to the City, the Public Health Nurse and School Health Nurse shall be hired on Step II.

b) Department Heads may, with the approval of the Director of Labor Relations, hire a Nurse Practitioner at a higher step above entry level.

15-7. A part-time Employee shall be defined as an Employee who works nineteen (19) hours a week or less.

15-8. All Nurses will go to direct deposit effective 7/1/2010. The pay schedule for the Nurses will remain 52 weeks.

ARTICLE XVI - REIMBURSEMENT

Nurses shall be reimbursed for any vandalism, theft, or theft of personal property from or to automobiles used in the course of their duties for the amount of the loss or deductible amount, whichever is less.

ARTICLE XVII - TUITION REIMBURSEMENT

17-1. The City and the Union has mutual recognition of the advantages to the City for Employees to continually improve themselves through additional training and education programs, agree as follows:

a) The City shall reimburse each employee for the cost of tuition up to two hundred (\$200) dollars per credit for undergraduate courses and two hundred (\$200) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course.

Payment shall be made within sixty (60) days of submission of their cost to the labor negotiator and upon satisfactory completion at a Grade C or better for each course or a pass/fail course, at an accredited college or university in subject taken towards advanced degrees in nursing or directly related nursing field. Each employee will be limited to nine (9) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director 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.

Effective July 1, 2002, the tuition reimbursement expenditures shall be increased and capped at ten thousand (\$10,000) dollars per fiscal year for all bargaining unit members.

The employee agrees to remain in City employment for a period of one year upon approval of the courses. If the employee leaves prior to one year, he/she will reimburse the City for any tuition received for that specific course. The City will then credit the tuition account so that these funds may be used by another member.

b) All employees intending to take advantage of the tuition reimbursement program shall submit to their appropriate department supervisor, thirty days prior to the beginning of the fall or spring semester, the course title, a description of the college course, tuition costs, and any other associated costs. All applications will be reviewed and each eligible applicant will have their first selected course paid for subject to 17.1 (a). After the first round of applications, any additional tuition costs, courses, books or fees related to the course, will be paid up to nine(9) credits. Also, in the event that any money is not used, then said sum shall revert back to the City.

If at the end of any fiscal year the \$10,000 cap on tuition reimbursement has not been reached, then employees who have previously gotten reimbursement in that fiscal year will receive reimbursement for any amounts they have expended for tuition in that fiscal year, which were not reimbursed. Such amounts will be distributed prorated to eligible employees if necessary but will not, in any event, exceed the tuition payment actually expended by the

employee over and above the amount previously reimbursed or exceed the unit cap. In the event that any money is not used, then said sum shall revert back to the City.

c) Appropriate application and reimbursement forms shall be provided by the City, through the department supervisor.

IV. BENEFITS

ARTICLE XVIII

EMPLOYMENT BENEFITS, SAFETY, HEALTH INSURANCE AND RETIREMENTS

18.1. 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 Schedule of Benefits as revised and effective July 1, 2010), 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", see Appendix F).

b) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment 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").

Employees must use mail order for prescription drug refills for Maintenance drugs on the list maintained by the City's pharmacy

benefits manager after three (3) refills or the co-payment double at retail. Such double co-payment shall only apply to drugs which can be ordered by mail. There shall be a limit of thirty (30) days supply for any single prescription at retail.

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

d) The Vision Service Plan, or its equivalent, as outlined and attached hereto as Appendix G.

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

18.3 Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s). For purpose of this Article (A) "retirees" shall mean employees who: (1) 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 (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERRF Fund B; and (B) retirees must accept Medicare Part B coverage if eligible.

18.4 For employees, and their surviving spouses, if any, who retire on the first day of this Agreement and prior to the expiration of this Agreement, the City will provide and pay for benefits under the Medical Plan or 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.

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

18.6 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 18.1 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 Plan Insurance as specified in Section 18.1 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 cost.

18.7 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 18.1 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 18.1 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 18.1 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 18.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

18.8 The City shall provide a payment in lieu of health benefits for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective July 1, 2009, the payment shall increase to \$1,000 in lieu of health benefits. Effective July 1, 2010, the payment shall increase to \$1,500 in lieu of health benefits. Effective July 1, 2011, the payment shall increase to \$2,000 in lieu of health benefits.

18.9 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 payment.

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.

18.10 Each active employee (and each employee who has retired or will retire on or after on the first day of this Agreement and before the expiration of this Agreement shall, effective July 1, 2005, contribute ten percent (10%), the Premium Cost as defined in this Section for the Medical Plan and Prescription Drug Plan. Effective July 1, 2008, such contribution shall increase to twelve percent (12%). Effective July 1, 2009 such contribution shall increase to fifteen percent (15%). Effective July 1, 2010, such contribution shall increase to eighteen percent (18%). Effective July 1, 2011, such contribution shall increase to twenty-one percent (21%) and Effective June 30, 2012, such contribution shall increase to twenty-five (25%). 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").

18.11 Current employees will have PCS percent capped at twenty-five percent (25%) throughout their employment and into retirement. Any employee who retires prior to June 30, 2012 will have the PCS and co-pays capped at the percent they are currently paying at the time of retirement. This provision (previous sentence) shall sunset at the expiration of the contract effective June 30, 2012.

18.12 New hires will start at twenty-five percent (25%) PCS, with a one percent (1%) increase per year up to fifty percent (50%), and will be capped at fifty percent (50%). All new hires will only be eligible for health benefits upon retirement if they have a minimum of twenty-five (25) years of service. (No more fifteen (15) years plus age fifty-five (55)).

18.13 - 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 amount 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. Participation in the plan shall be voluntary.

18.14 - a) For employees who retire on or after the expiration of this contract 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 eligible and appropriate due to age, and the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement, plus an increase in such contributions as such increase may exist from time to time.

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 ("Alternative Coverage"), such retiree shall apply for, and if eligible obtain, such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium costs and/or contribution 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 lieu of the 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 Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for Alternative Coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment 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 Alternative Coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contribution.

ARTICLE XIX - RETIREMENT

All employees shall be covered by the Connecticut Municipal Retirees Fund B ("CMERF B"). Upon approval by CMERF and subject to the approval of all other City unions in CMERF, employee contributions to CMERF will be on pre-tax basis.

V. HOLIDAYS AND LEAVES

ARTICLE XX - HOLIDAYS

- 20-1. The following shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, and any holiday officially proclaimed as such by the President of the United States, Governor of the State of Connecticut, or the Mayor of the City of Bridgeport.
- 20-2. Employees shall not normally be required to work on any of the aforesaid holidays and shall receive their full weekly salary in each week in which such holidays may occur.
- 20-3. If any such holiday falls on a Sunday, the following Monday shall be deemed the holiday. If any such holiday falls on a Saturday, the preceding Friday shall be deemed the holiday.
- 20-4. If any such holiday shall occur during the vacation of any Employee, the Employee shall receive an additional day's vacation in lieu thereof.
- 20-5. 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 XXI - VACATIONS

- 21-1. Only twelve (12) month employees accrue vacation time.

- 21-2.** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation pay for each month of such continuous service, but not to exceed one (1) calendar week in the contract year such services are 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. Any Employee with twenty (20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.
- 21-3.** Nurses will not be required to work during the Christmas recess when schools are not in session. However, such recess shall not exceed five (5) days, exclusive of Christmas Day and New Year's Day.
- 21.4.** School Nurses will not be required to work on any day when schools are closed because of weather conditions, except that when schools are closed for energy saving purposes, Nurses will be required to work.
- 21-5.** Time for vacations shall be granted on the basis of Bargaining Unit Seniority.
- 21-6. a)** Employees covered by this Agreement 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/vacation year.

- b)** Employees with two (2) weeks vacation may exercise the option of carrying over one (1) week of unused vacation time from one (1) vacation year to the next 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)** 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, on or about April 1st, in which the election is made.
- 21-7.** For the purposes of this Article, vacation may start and end on any day with prior approval of the appropriate department. Such approval shall not be unreasonably withheld.

21-8. The School Health Nurses will be able to carry over any remaining vacation days and use them over the life of this contract. Or they may opt to receive a payout of such vacation time at fifty percent (50%) buy-out rate. School Health Nurses must let the Board of Education /City of Bridgeport know which option they choose by 8/31/2009. If they choose the buy-out option, they will receive payment of such by 10/2/2009.

ARTICLE XXII - LEAVE PROVISIONS

22-1. Sick Leave.

- a) "Effective July 1, 1995, Employees hired prior to July 1, 1995 shall earn fifteen (15) sick days per year. Sick days shall be earned at one and a quarter (1.25) days per month. Those Employees hired after July 1, 1995, shall earn ten (10) sick days per year to be allotted in the following manner: five (5) on July 1st and five (5) on January 1st of each year. Employees hired prior to those days shall receive a projected prorated share of full month's service between hire date and July 1st or January 1st, whichever comes sooner.
- b) Effective July 1, 1992, unused sick leave may be accumulated up to a maximum of two hundred and fifteen (215) days.
- c) Any Employee absent from duty because of an illness or injury covered by the City of Bridgeport Workers' Compensation shall not be considered on sick leave.
- d) A medical certificate acceptable to the appointing authority is required:
- i) For frequent or habitual absence from duty or when, in the opinion of the appointing authority, there is reasonable cause for requiring such a certificate

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(ii) For a period of absence consisting of more than five (5) working days.

e) Upon retirement, Employees shall receive a pay out equal to fifty (50%) percent of accumulated days to a maximum of two hundred and fifteen (215) days. All sick time accumulated as of June 30, 1992, shall be paid upon retirement at eighty-five (85%) percent of the maximum accumulation of one hundred and eighty-five (185) days at the value of the Employee's hourly and daily rate on that date unless used prior to retirement.

Upon the death of an Employee who has twenty (20) or more years of service, the amount of sick leave time shall be payable, as computed above, to his/her beneficiary, as designated by the Employee under the terms of the Connecticut Municipal Employees Retirement Fund.

f) Any nurse who is absent without authorized leave or without calling in as required under the current practice for five (5) days or longer, will be considered resigned from employment with the City of Bridgeport.

22-2. Leave Provisions - A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one (1) year, except as otherwise defined in this contract. No leave without pay shall be granted except upon written request of the employee and a declaration by that employee that he/she will serve the City for at least one (1) year after his/her return from such leave.

Whenever granted, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations. Should the nature of the position require a permanent replacement,

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upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

In the event of hardship and with the approval of the Director of Labor Relations, a department head may grant a sixty (60) day extension of said leave but in no event shall any leave exceed a total of fourteen (14) months.

22.3 (a) Maternity Leave - 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 condition, the expected date of child birth, the nature of the medical disability, the limitations to which the disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.

Any employee so medically disabled shall be granted any benefits provided for short term disabilities (which, during the duration of this contract there are none) and paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.

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.

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.

b) 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 Section 22.3a. 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 expenses, and (b) accrue seniority for all benefits thereto provided by this Agreement.

22-4. Military Leave. Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve Component thereof shall be granted in accordance with the applicable law.

22-5. Education Leave. Employees with (2) or more years of continuous municipal service may request, in writing, from the department head and civil service, an unpaid educational leave for a period of time not to exceed one (1) year in duration. Such leave shall not be unreasonably denied provided, however, that the proper and efficient operation of the department shall be good cause for denial.

22-6. Bereavement Leave. Each Employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall continue through and include the day of burial, except that in no event shall such leave be more than three (3) days. 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, domestic partner, child, grandparent, grandchildren and foster parents. Any other bereavement leave or any extension of the above leave shall be charged to the Employee's sick leave account.

Each Employee shall, upon request, be granted leave with pay of one (1) day upon the death of an aunt, uncle, niece, nephew, son-in-law, daughter-in-law, sister-in-law or brother-in-law

22-7. Personal Days. Employees covered by this Agreement shall be granted three (3) personal leave days, with pay, for personal business. A request for personal leave for which an Employee is eligible in conformity with the foregoing shall not be unreasonably denied, provided however, that the proper and efficient operation of the department shall be good cause for denial. Such request must be made twenty-four (24) hours prior to the requested day(s) off except in an emergency.

Personal days which are unused will be credited to the Employee's sick leave account.

22-8. Effective July 1, 2011, all Nurses will receive a fourth (4th) personal day each year, beginning with the last year of the contract.

22-9. Family Medical Leave – As provided by the 1993 Family and Medical Leave Act (FMLA), and pursuant to the City's FMLA Policy, all eligible City of Bridgeport employees shall be entitled to time off in accordance with the applicable law.

22-10. Jury Duty Leave. Nurses shall be granted time off for jury duty.

22-11. Return from a Leave. An Employee returning to work from an approved leave, of one (1) year or less, or as otherwise allowed for within this contract, shall be reinstated to the same position held prior to the commencement of the leave, or to a position of like status and pay, provided such Employee has complied with the requirements of the hereinbefore leave provisions.

ARTICLE XXIII - WORKERS' COMPENSATION SUPPLEMENT

23-1. In the event that an Employee is required to be absent from work due to a job-related accident and, as a result thereof, has been determined to be entitled to compensatory Workers' Compensation payments pursuant to the state statute, such Employee shall be paid the difference between seventy-five (75%) percent of that Employee's regular straight-time weekly earnings and the amount of the weekly Workers' Compensation pay for each of the fourth (4th) to thirteenth (13th) weeks during which the Employee is thus required to be absent from work.

23-2. Absence from work required by virtue of a job-related accident determined to be compensable under the Workers' Compensation statute shall not reduce the sick leave allowance of the Employee which has been accumulated pursuant to Article XXII of this Agreement.

23-3. 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 may be modified from time to time.

As provided in Section 22.2 of Article 22, the maximum length of disability, for an accepted work related injury, shall not exceed twelve (12) months. The Director of Labor Relations, may extend this period, when there are extenuating circumstances and the anticipated return date is within a specified time not to exceed an additional sixty (60) days.

23-4. Modified Duty. 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 employee shall receive his/her regular pay provided he/she works the same number of hours in his/her regular position, otherwise the salary shall be prorated depending on hours worked. The City shall endeavor to utilize the individual in a position where the work is similar to bargaining unit work. 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. Nothing herein shall impair an employee's right to take leave provided by external law.

VI. MISCELLANEOUS

ARTICLE XXIV - NO DISCRIMINATION

24-1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, union membership, sexual orientation or disabilities.

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

ARTICLE XXV - CONDITIONS OF EMPLOYMENT

- 25-1. Appointment of Position**
- a) Confirmation of appointment, job description and salary shall be in writing and given to each Employee by the appointing authority.
 - b) Personnel policies in effect shall be in writing and a copy available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources, and a copy given to the Union Delegates.
- 25-2.** A copy of the contract shall be available in the Office of Labor Relations, the Director of Health, Board of Education Human Resources Department, Supervisors and the Union Office.
- 25-3.** Time for participation in educational institutes, workshops and meetings which will improve the individual's on-the-job performance shall be granted on a rotating basis, subject to the necessity for efficient operation of the respective department.
- 25-4.** Educational seminars for all nurses are at the discretion of the appropriate department head.
- 25-5.** Effective July 1, 2002, the City agrees to provide a total of eight thousand (\$8,000) (\$6,000 Public Health Nurses and School Health Nurses, \$2,000 Nurse Practitioners) dollars per year for the purpose of conducting in-service training for nurses and attending out of town conferences. A quarterly accounting of these funds will be provided to the

Union. A Management/Union Committee will be established to monitor the usage of these monies. The Management/Union Committee for nurses will consist of four (4) members each, two (2) appointed by the Union and two (2) appointed by Management for each department.

25-6. A Management/Union Committee will be established to meet regularly to discuss staffing issues and concerns related to necessary and adequate equipment, materials and training to all employees.

25.7 For the purposes of resignation and rehiring:

a) A four (4) week written notice of resignation shall be given by any nurse wishing to resign. The Union shall be notified of any resignation of any bargaining unit member at the time of such resignation. A copy of the resignation letter shall be provided to the Union at the time that it is receive by the City.

b) Any nurse who resigns in good standing may, within six (6) months, request that the resignation be withdrawn and request reinstatement with Adjusted Seniority. For the purposes of validating a rescinded resignation, the letter rescinding the resignation must be notarized with the time and date of the request to rescind the resignation.

c) If any employee withdraws their resignation within six (6) months, as provided for in this article, the City will forward a copy of the letter to rescind the resignation, and the request for reinstatement to the Union. The City shall, at the time it receives the request to rescind the resignation, provide to the Union and the employee a written response stating if a position is open, funded and available to be filled. The employee must be willing to immediately accept any such open position in order to secure Adjusted Seniority. The City shall state the date such employee is placed in any such open position. The City has no obligation to rehire if the position is not open and funded.

d) If no position is available at the time the employee rescinds their resignation, they may be placed on a rehire list for not more than six (6) months, making a total of not more than twelve (12) months from resignation to rehire with Adjusted Seniority.

e) Adjusted Seniority shall be defined as Bargaining Unit Seniority less any break in service up to twelve (12) months, provided the employee has properly rescinded their resignation in compliance with the requirements of this Article. Employees who resign and have a break in service of more than twelve (12) months shall not be granted Adjusted Seniority as provided for in this article. Adjusted Seniority shall only apply in cases of resignation, that has been rescinded within six (6) months.

f) The City may rehire former employees that do not qualify under the above language as newly hired. For the purposes of lay-off, recall, and bidding these employees shall be considered as new hires with a new seniority date.

ARTICLE XXVI - NURSES PERFORMING SUPERVISORY

DUTIES- SPECIAL PROVISIONS

It is understood and agreed that Public Health Nurses and School Health Nurses will not be required to perform supervisory duties.

ARTICLE XXVII - MISCELLANEOUS

The City agrees to meet and consult with the Union before administering changes in the Department policies. Such consultations have the sole purpose of allowing input from the Union. In no way, however, is such input by the Union to be construed as in any way binding upon the City.

ARTICLE XXVIII - TERM AND SCOPE OF AGREEMENT

28-1. This Agreement shall be effective July 1, 2008 and shall remain in effect through June 30, 2012 and shall be automatically renewed for successive twelve (12) month period, unless either party notifies the other in writing no more than one hundred fifty (150) days prior to the expiration of this Agreement. Within ten (10) days of the receipt of such notification by either party, a conference shall be held between the City and the Union Negotiation Committee for the purpose of discussing such termination, amendment or modification.

IN WITNESS WHEREOF, the Union and the City of Bridgeport have executed this Agreement this 17th day May, 2012

FOR THE CITY



Bill Finch, Mayor

5/17/12

Date



Thomas C. McCarthy
Deputy Director of Labor Relations

5/17/12

Date

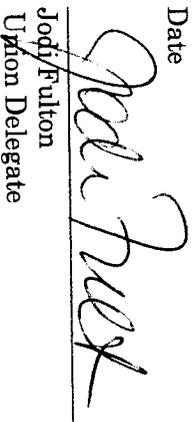
FOR THE UNION



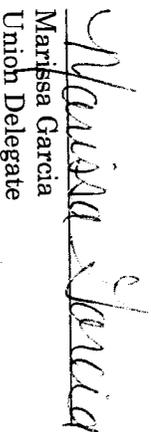
Dave Pickus, President

6/15/12

Date



Jodi Fulton
Union Delegate



Marissa Garcia
Union Delegate

5/17/12

Date

EXHIBIT A

CHECK-OFF AUTHORIZATION FOR DUES

New England Health Care Employees Union, District 1199
 77 Haysopoc Avenue, Hartford, CT 06106
 294 West Exchange Street, Providence, RI 02903

Application for Union Membership or Acknowledgment of Obligation To Pay Dues or Appropriate Agency Fees to the Union (Private Sector)

If your collective bargaining contract contains a union shop provision, you must pay dues or appropriate agency fees to the union in order to work in the bargaining unit. You do not have to apply for union membership in order to work in the bargaining unit. Payment of regular union dues or appropriate agency fees will satisfy your obligation under the contract. However, only union members can run for any union office or vote on contract demands, negotiating committees, contract settlements, strike calls, union representatives, Delegates or dues schedules.

Please fill in the following information and then **check one of the boxes below**:

Name _____ Soc. Sec. # _____
 Address _____ Apt. # _____
 City _____ State _____ Zip _____ Phone # (____) _____
 Home Email _____
 Agency/Facility _____ Shift _____
 Work Site/Dept. _____ Job Title _____
 Date Hired _____ Wage Per Hour _____ Hours Per Week _____

1. I wish to become a union member.

I hereby accept membership in the New England Health Care Employees Union, District 1199, and designate District 1199 to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the By-Laws of the New England Health Care Employees Union, District 1199.

Signed _____ Date _____

2. I choose not to become a union member but will pay regular union dues

Signed _____ Date _____

3. I choose not to become a union member but will pay appropriate agency fees

The union will notify you, in writing, of the amount of the appropriate agency fees, as well as your right to contest the amount of the agency fees calculated by the union.

Signed _____ Date _____

CHECK-OFF AUTHORIZATION FOR DUES

(This Dues Check-Off Authorization is
 for Employees who checked Boxes 1 or 2 on this card.)

You are permitted to pay by means other than check-off authorization but, if you do not utilize the check-off procedure, you must make alternative arrangements to pay dues or appropriate agency fees to the union.

TO: _____
 (Employer's Name)

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by the New England Health Care Employees Union, District 1199 as a condition of membership and, in addition thereto, to deduct each month my monthly membership dues from my wages or salary and to remit all such deductions so made to the New England Health Care Employees Union, District 1199 no later than the tenth of each month immediately following the date of deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the New England Health Care Employees Union, District 1199 at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Name _____ Soc. Sec. # _____

Address _____

Agency/Facility _____

Work Site/Dept. _____ Job Title _____

Signed _____ Date _____

CHECK-OFF AUTHORIZATION FOR AGENCY FEES

(For Employees who checked Box 3 on the front of this card.)

You are permitted to pay by means other than check-off authorization, but if you do not utilize the check-off procedure you must make alternative arrangements to pay appropriate agency fees to the union.

TO: _____
 (Employer's Name)

You are hereby authorized and directed to deduct agency fees from my wages or salary as required by the New England Health Care Employees Union, District 1199 and to remit all such deductions so made to the New England Health Care Employees Union, District 1199 no later than the tenth of each month immediately following the date of deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the New England Health Care Employees Union, District 1199 at least fifteen (15) days prior to any termination of the revocation of this authorization.

Name _____ Soc. Sec. # _____

Address _____

Agency/Facility _____

Work Site/Dept. _____ Job Title _____

Signed _____ Date _____

EXHIBIT B
POLITICAL ACTION CHECK-OFF CARD

YES! I want to be an 1199 Political Action member!

I agree we need to hold politicians accountable, register people to vote, and elect worker-friendly, pro-health care candidates. I commit the following amount for 1199 Political Action:

\$5/month \$10/month \$15/month Other: \$___/month

I'm also interested in volunteering — let me know how I can help!

Name _____ Social Security # _____

Employer/Worksite _____

Home Address/State/ZIP _____

Home Phone _____ Work Phone _____

Home Email _____

Signature _____

I hereby authorize the deduction of the amount above from my paycheck, for the sole purpose of payment to the District 1199 Political Action Committee/SEIU. I understand that the amount deducted shall be allocated to local, state, and federal political activities as authorized by the Executive Board of the New England Health Care Employees Union, District 1199/SEIU. This authorization shall remain in full force and effect until revoked by me in writing. Contributions to 1199 PAC are not tax-deductible.

Are you a lobbyist the spouse or dependent child of a lobbyist a principal of a state contractor

CITY OF BRIDGEPORT

July 1, 2008

0%

NURSES							
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
N	4511	PUBLIC HEALTH NURSE I	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63
N	4514	NURSE PRACTITIONER	\$71,836.00 \$1,381.46	\$73,659.00 \$1,454.98	\$77,344.00 \$1,487.38	\$78,874.00 \$1,516.81	\$80,438.00 \$1,546.88

CITY OF BRIDGEPORT

July 1, 2009

3%

NURSES							
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
N	4511	PUBLIC HEALTH NURSE I	\$51,045.00 \$981.63	\$52,789.00 \$1,015.17	\$53,951.00 \$1,037.52	\$55,139.00 \$1,060.37	\$56,218.00 \$1,081.12
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63
N	4514	NURSE PRACTITIONER	\$73,991.00 \$1,422.90	\$77,929.00 \$1,498.63	\$79,664.00 \$1,532.00	\$81,240.00 \$1,562.31	\$82,851.00 \$1,593.29

CITY OF BRIDGEPORT

July 1, 2010

2%

NURSES							
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
N	4511	PUBLIC HEALTH NURSE I	\$52,065.90 \$1,001.27	\$53,844.78 \$1,035.48	\$55,030.02 \$1,058.27	\$56,241.78 \$1,081.57	\$57,342.36 \$1,102.74
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63
N	4514	NURSE PRACTITIONER	\$76,470.82 \$1,451.36	\$79,487.58 \$1,528.61	\$81,257.28 \$1,562.64	\$82,864.80 \$1,593.55	\$84,508.02 \$1,625.15

CITY OF BRIDGEPORT

January 1, 2011

2%

NURSES							
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
N	4511	PUBLIC HEALTH NURSE I	\$53,107.00 \$1,021.29	\$54,922.00 \$1,056.19	\$56,131.00 \$1,079.44	\$57,367.00 \$1,103.21	\$58,489.00 \$1,124.79
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63
N	4514	NURSE PRACTITIONER	\$76,980.00 \$1,480.38	\$81,078.00 \$1,559.19	\$82,882.00 \$1,593.88	\$84,522.00 \$1,625.42	\$86,198.00 \$1,657.65

CITY OF BRIDGEPORT

July 1, 2011

2%

NURSES							
UNION	JOB CODE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
N	4511	PUBLIC HEALTH NURSE I	\$64,169.00 \$1,041.71	\$56,020.00 \$1,077.31	\$57,254.00 \$1,101.04	\$58,514.00 \$1,125.27	\$59,659.00 \$1,147.29
N*	4512	SCHOOL HEALTH NURSE	\$49,558.00 \$953.04	\$51,251.00 \$985.60	\$52,380.00 \$1,007.31	\$53,533.00 \$1,029.48	\$54,581.00 \$1,049.63
N	4514	NURSE PRACTITIONER	\$78,520.00 \$1,510.00	\$82,700.00 \$1,590.38	\$84,540.00 \$1,625.77	\$86,212.00 \$1,657.92	\$87,922.00 \$1,690.81

APPENDIX F

SUMMARY OF BENEFITS

**Bridgeport City and Board of Education
BS8 - \$25/ \$40/ \$75/ \$200/ 80 - 20 Copay Plan
OAP Copay – July 1, 2010**



Annual deductibles and maximums	In-network	Out-of-network
Lifetime maximum	Unlimited per individual	\$1,000,000 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	Primary care physician You pay \$25 per visit Specialist You pay \$40 per visit	You pay 20% Plan pays 80%

**Bridgeport City and Board of Education
OAP Copay**



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)	Primary care physician You pay \$25 per visit Specialist You pay \$40 per visit	You pay 20% Plan pays 80%
Allergy Services	Primary care physician You pay \$25 per visit Specialist You pay \$40 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. 	Primary care physician You pay \$25 per visit Specialist You pay \$40 per visit	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. 	Primary care physician You pay \$25 per visit Specialist You pay \$40 per visit	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	Primary care physician You pay \$25 per visit Specialist You pay \$40 per visit	You pay 20% Plan pays 80%
Routine Eye Exam Limited to one per calendar year Exclude refractions	You pay \$40 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%

**Bridgeport City and Board of Education
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
Outpatient services		
Outpatient surgery (facility charges)	You pay \$25 per visit	You pay 20% Plan pays 80%
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) 	Primary care physician You pay \$25 per visit Specialist You pay \$40 per visit	You pay 20% Plan pays 80%
Speech Therapy <ul style="list-style-type: none"> 60 days per calendar year 	Primary care physician You pay \$25 per visit Specialist You pay \$40 per visit	You pay 20% Plan pays 80%
Cardiac Rehabilitation <ul style="list-style-type: none"> Unlimited days per calendar year 	Primary care physician You pay \$25 per visit Specialist You pay \$40 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 room 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 	\$25 copay per visit	\$25 copay per visit



Annual deductibles and maximums	In-network	Out-of-network
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%
Hospice Inpatient services Outpatient services	No Charge	You pay 20% Plan pays 80%
	No Charge	You pay 20% Plan pays 80%
Other health care services		
Durable medical equipment <ul style="list-style-type: none"> • \$500 calendar year maximum • Includes Wigs 	No Charge	You pay 20% Plan pays 80%
External prosthetic appliances (EPA) <ul style="list-style-type: none"> • \$5,000 calendar year maximum • Includes foot orthotics 	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 \$40 per visit	Not covered
Naturopathy Services	You pay \$25 per visit	You pay \$25 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
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 • Exclude 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

**Bridgeport City and Board of Education
OAP Copay**



Annual deductibles and maximums	In-network	Out-of-network
<p>Family planning</p> <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>
<p>Oxygen</p>	<p>No Charge</p>	<p>No Charge</p>
<p>Mental health and substance abuse services</p>		
<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. 		
<p>Inpatient mental health services</p> <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>
<p>Outpatient mental health physician's office 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. 	<p>You pay \$40 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p>Outpatient mental health 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 group therapy mental health and intensive outpatient mental health 	<p>You pay \$40 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p>Inpatient substance abuse services</p> <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>
<p>Outpatient substance abuse - physician's office 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. 	<p>You pay \$40 per visit</p>	<p>You pay 20% Plan pays 80%</p>

**Bridgeport City and Board of Education
OAP Copay**



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 \$40 per visit</p>	<p>You pay 20% Plan pays 80%</p>
<p>Prescription drugs</p>		
<p>Pharmacy coverage</p>	<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.

EXHIBIT G
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 copayEvery 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

**Side Letter of Agreement #2
Regarding Malpractice Coverage
Between the City of Bridgeport and District 1199**

In accordance with the tentative agreement reached through contract negotiations, the parties have agreed that the City will provide Indemnification and Malpractice coverage, including claims and representation, to Employees in accordance with statutory requirements and will maintain the current level of coverage.

In addition, such coverage shall include, but not be limited to, claims and representation dealing with HIV testing, transmissions, infection, and/or counseling, allegations of abuse or assault, and any other claims arising out of employment that may not specifically be covered by the City's current malpractice insurance policy.

This side letter is for clarification purposes and should be attached to the finalized collective bargaining agreement, subject to ratification by the Union membership.

FOR THE UNION

Name

Title

Date

FOR THE CITY

Name

Title

Date

**Side Letter of Agreement #3
Regarding Retiree Benefits, Retroactive Pay, & Miscellaneous Agreements
Between the City of Bridgeport and District 1199**

The parties have agreed to the following in regards to Retiree benefits, transition terms between contracts, and retroactive pay issues.

1. Current employees who wish to retire and may have been delaying their retirement until a full contract settlement was reached will suffer no loss due to the delay. Any current employee who gives an intent to retire between 7/1/04 and ninety days from the date the full contract is finalized and ratified will be eligible to have their benefits processed under the terms and definition of section 18.3 of the previous contract language. Such employee will meet the "retiree definition" under section 18.3 and will therefore be eligible for the retiree benefits that were in effect under the collective bargaining agreement that expired on June 30, 2004.
2. Current employees who wish to retire prior to the City issuing the retroactive pay raises may do so and will receive the retroactive pay, in full, at the same time checks are issued to employees.
3. Any employee who separates employment with the City for any reason between 7/1/04 and the date the retroactive pay raises are issued will receive their full retroactive pay at the same time checks are issued to employees.
4. The City will make every effort to process and issue retroactive salary payments of 7/1/04, 7/1/05, and 7/1/06 to employees in a timely fashion.

FOR THE UNION

Name

Title

Date

FOR THE CITY

Name

Title

Date



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. NUMN
CAO

BILL FINCH
Mayor

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

June 25, 2012

Comm. #107-11 Ref'd to Public Safety & Transportation Committee on 07/02/2012.

To: City Clerk
From: Patrick Carleton, Grants Writer
Re: Resolution: State of Connecticut Office of Policy and Management JAG Local
Pass Thru Grant Program

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

Grant: City of Bridgeport application to the State of Connecticut Office of Policy and Management JAG
Local Pass Thru Grant Program

The City of Bridgeport Police Department requests funding in the amount of \$45,000 from the State of
Connecticut Office of Policy and Management JAG Local Pass Thru Grant Program for that will be used
for an a Summer 2012 Violence Reduction Initiative.

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CITY OF BRIDGEPORT

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

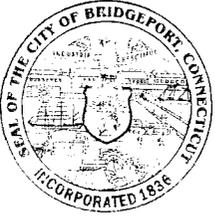
WHEREAS, this funding has been made possible through a grant for Summer 2012 Violence Reduction Initiative; and

WHEREAS, funds under this grant will be used for police overtime and for equipment which will be used for increased surveillance and investigation; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, submit an application to the State of Connecticut Office of Policy and Management in the amount of \$45,000 for the purpose of reducing crime, 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 Office of Policy and Management for the purpose of monitoring and reducing criminal activity; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Office of Policy and Management for a JAF Local Pass Thru Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



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

BILL FINCH
Mayor

MEMORANDUM

COMM. #108-11 Referred to Miscellaneous Matters Committee on 07/02/2012

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch *Bill Finch*
DATE: June 26, 2012
RE: Boards & Commissions

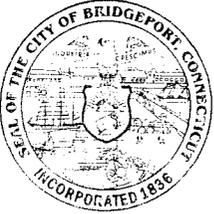
Please place the following name on the July 2, 2012 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an alternate appointment to the Planning & Zoning Commission:

Bobby Gillon (R)
180 Brooklawn Avenue
Bridgeport, CT 06604

This will replace a vacancy. This term will expire on December 31, 2013.

BF/lac

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CITY OF BRIDGEPORT
JUL 2 2012



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

BILL FINCH
Mayor

MEMORANDUM

Comm. #109-11 Referred to Miscellaneous Matters Committee on 07/02/2012

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: June 26, 2012

RE: Boards & Commissions

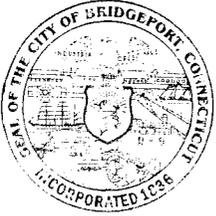
Please place the following name on the July 2, 2012 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the Zoning Board of Appeals Commission:

Michael Piccirillo (D)
26 Pearsall Place
Bridgeport, CT 06608

The term will expire on September 30, 2013.

BF/lac

RECEIVED
CITY CLERK
JUL 27 10:18



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

BILL FINCH
Mayor

MEMORANDUM

COMM. 110-11 Referred to Miscellaneous Matters Committee on 07/02/2012

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch
DATE: June 26, 2012
RE: Boards & Commissions

Please place the following name on the July 2, 2012 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Planning & Zoning Commission:

Edgar Rodriguez (D)
426 East Washington Avenue
Bridgeport, CT 06608

This will replace the seat held by Gail Solis.
The term will expire on December 31, 2013.

BF/lac

6/26/2012 12:35:00 PM
6/26/2012 12:35:00 PM
6/26/2012 12:35:00 PM



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

Comm. #111-11 Ref'd to Budget & Appropriations Committee on 07/02/2012.

THOMAS R. SHERWOOD
Director

June 26, 2012

Mr. Robert Curwen, Mr. Angel DePara, Co-Chairmen
Budget and Appropriations Committee
Members of the Bridgeport City Council:

Enclosed is the City of Bridgeport's request to modify the FY 2013-2017 Five Year Capital Plan. After examination of the Longfellow School and Roosevelt School projects, it has been determined that both projects require major scope adjustments.

In order to file adjusted school building documents with the state school facilities unit, it is necessary to amend the capital plan and authorize bond funding for the new amounts.

O&G will be available at the BAC meeting to discuss the projects. A bond authorization document will be provided under separate cover. As always, I will be available to discuss this program with you if the need should arise.

Sincerely,

Thomas R. Sherwood
OPM Director

cc: Bill Finch, Mayor
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Charles M. Carroll, Director DPF
Anne Kelly-Lenz, Acting Finance Director
Scott Ballie, O&G Industries

<u>PROJECT DESCRIPTION</u>	<u>Capital Plan Adopted to date</u>	<u>FY 2013 Capital Plan MODIFICATION</u>	<u>TOTAL Capital Plan AMENDED</u>
<u>Board of Education</u>			
Longfellow School	7,272,000	5,921,337	13,193,337
Roosevelt School	9,834,000	3,281,725	13,115,725
TOTAL BOE	17,106,000	9,203,062	26,309,062



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

BILL FINCH
Mayor

ANNE KELLY - LENZ
Acting Finance
Director

Comm. #112-11 Ref'd to Budget & Appropriations Committee on 07/02/2012.

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Anne Kelly-Lenz, Acting Finance Director *AKL*

Date: June 27, 2012

Re: **APPROVAL OF ADDITIONAL CAPITAL PROJECT
AUTHORIZATION TO THE 2013-2017 CAPITAL BUDGET**

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

Encs.
AKL/gc

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CITY OF BRIDGEPORT

CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

APPROVAL OF ADDITIONAL CAPITAL PROJECT AUTHORIZATION TO THE 2013-2017 CAPITAL PLAN

WHEREAS, the City Council of the City of Bridgeport (the "City") has adopted the City's Five Year Capital Plan for Fiscal Years 2013-2017 (the "2013-2017 Capital Plan"); and

WHEREAS, the City Council has determined it to be in the best interest of the City to add additional capital plan authorization in the amount of \$9,203,062, for the Board of Education capital projects more particularly listed on Exhibit A attached hereto, to the City's 2013-2017 Capital Plan (the "School Projects"); and now therefore, be it

RESOLVED, That the City's 2013-2017 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the School Projects as set forth herein.

Exhibit A

Additional Board of Education Capital Projects

<u>Project Description</u>	<u>Capital Plan Authorization To Date</u>	<u>Additional 2013-2017 Capital Plan Authorization</u>	<u>Total Amended Capital Plan Authorization</u>
<i>Board of Education</i>			
Longfellow School	\$ 7,272,000	\$5,921,337	\$13,193,337
Roosevelt School	<u>9,834,000</u>	<u>3,281,725</u>	<u>\$13,115,725</u>
TOTAL	\$17,106,000	\$9,203,062	\$26,309,062



BILL FINCH
Mayor

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

ANNE KELLY - LENZ
Acting Finance
Director

Comm. #113-11 Ref'd to Budget & Appropriations Committee on 07/02/2012.

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Anne Kelly-Lenz, Acting Finance Director 

Date: June 27, 2012

Re: **APPROVAL OF GENERAL OBLIGATION BONDS –
To Fund Certain Capital Improvement Projects**

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

Encs.
AKL/gc

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CITY OF BRIDGEPORT
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CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

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

WHEREAS, the City Council of the City of Bridgeport (the “City”) has previously added the capital plan authorizations in the amount of \$9,203,062 for the Board of Education capital projects more particularly listed on Exhibit A attached hereto (the “School Projects”) to the City’s Five Year Capital Plan for Fiscal Years 2013-2017 (the “2013-2017 Capital Plan”); and

WHEREAS, the Charter of the City requires that authorization to borrow against said 2013-2017 Capital Plan be approved by the City Council; and

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the School Projects in the amount of \$9,203,062; and now therefore, be it

RESOLVED, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) additionally fund the School Projects in a principal amount not to exceed \$9,203,062 and the issuance of general obligation bonds secured by the City’s full faith and credit (the “Bonds”), in a principal amount not to exceed \$9,203,062 (exclusive of Financing

Costs, as hereinafter defined) for the purposes of funding the School Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed \$920,306, as the Mayor, the Finance Director, and the Treasurer (collectively, the “Officials”) shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the “Financing Costs”); and be it further

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

<u>Project Description</u>	<u>Additional Bonding Authorization</u>
<i>Board of Education</i>	
Longfellow School	\$5,921,337
Roosevelt School	\$3,281,725
TOTAL	\$9,203,062

***85-11 Consent Calendar**

Resolution regarding the Fixing of the Assessment on
Personal Property 400 Megawatt UTC Fuel Cell
Webster Bank Arena at Harbor Yard.

**Report
of
Committee
on
CCD & Environment**

Submitted: July 2, 2012

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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

***85-11 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the
Fixing of the Assessment on Personal Property
400 Megawatt UTC Fuel Cell
Webster Bank Arena at Harbor Yard**

WHEREAS, on January 17, 2012, the City Council adopted Resolution #26-11 authorizing the Mayor ("City") to enter into a Site Lease with GP Renewables and Trading LLC ("GP") to allow for the installation of a 400 Megawatt Fuel Cell (the "Project") to provide electrical power to the Webster Bank Arena at Harbor Yard ("Arena"); and

WHEREAS, this same Resolution #26-11 contemplated and stated that the City and GP would enter into other agreements necessary to implement the Project; and

WHEREAS, the private capital investment in the Project will amount to more than \$2.8 million initially and to more than \$3.6 million over ten years;

WHEREAS, the private capital to be attracted to the Project will require a 15% internal rate of return over twenty years; and

WHEREAS, the City's review of the Project's financial model using the services of the City's consultant, the National Development Council ("NDC") indicates that the Project cannot provide the required rate of private investor return if it is taxed at full assessment; and

WHEREAS, the establishment of a fixed reduced assessment of the Project per a graduated schedule will, in NDC's professional opinion, allow GP to attract the required private capital; and

WHEREAS, the City currently receives no taxes from the small piece of property at the rear of the Arena to be leased to GP; and

WHEREAS, it is the City's policy to support the development of renewable energy facilities; and



Report of Committee on ECD and Environment
***85-11 Consent Calendar**

(2)

WHEREAS, it is in the City's best interest to support the reduction of costs and expenses of the Arena, which may have a beneficial impact on the City under the Arena Operating Agreement; and

WHEREAS, the Office of Planning and Economic Development has determined that the proposed project is eligible for consideration under the City's Tax Incentive Development Program as per Chapter 3.20 of the Bridgeport Municipal Code and as per Section 7-498 of the Connecticut General Statutes; Now, therefore be it

RESOLVED, that the Assessment on the Project shall be fixed for twenty years as per the following schedule:

\$285,000 as of the Assessment of October 1, 2012
\$285,000 as of the Assessment of October 1, 2013
\$285,000 as of the Assessment of October 1, 2014
\$285,000 as of the Assessment of October 1, 2015
\$285,000 as of the Assessment of October 1, 2016

\$428,000 as of the Assessment of October 1, 2017
\$428,000 as of the Assessment of October 1, 2018
\$428,000 as of the Assessment of October 1, 2019
\$428,000 as of the Assessment of October 1, 2020
\$428,000 as of the Assessment of October 1, 2021
\$428,000 as of the Assessment of October 1, 2022
\$428,000 as of the Assessment of October 1, 2023
\$428,000 as of the Assessment of October 1, 2024
\$428,000 as of the Assessment of October 1, 2025
\$428,000 as of the Assessment of October 1, 2026
\$428,000 as of the Assessment of October 1, 2027
\$428,000 as of the Assessment of October 1, 2028
\$428,000 as of the Assessment of October 1, 2029
\$428,000 as of the Assessment of October 1, 2030
\$428,000 as of the Assessment of October 1, 2031

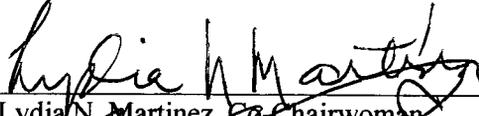


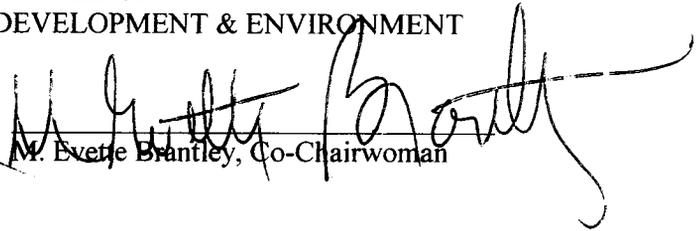
Report of Committee on ECD and Environment
*85-11 Consent Calendar

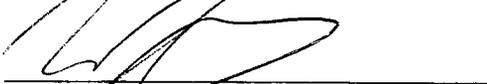
(3)

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, or the Tax Assessor are each authorized to negotiate and execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

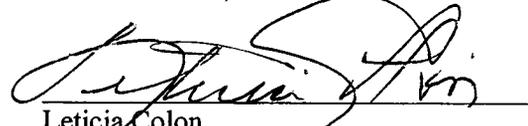

Lydia N. Martinez, Co-Chairwoman

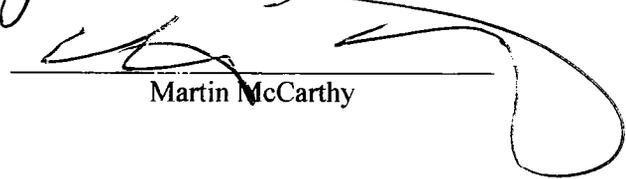

M. Evette Brantley, Co-Chairwoman


Warren Blunt

Robert Curwen, Sr.


Michelle A. Lyons


Leticia Colon


Martin McCarthy

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.

**Report
of
Committee
on
ECB & Environment**

Submitted: July 2, 2012 (OFF THE FLOOR)

Adopted: _____

Fleeta S. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

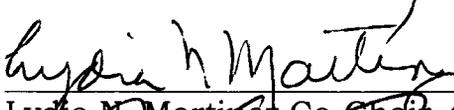
To the City Council of the City of Bridgeport:

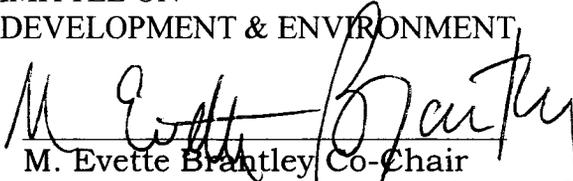
The Committee on **ECD and Environment** begs leave to report;
and recommends for adoption the following resolution:

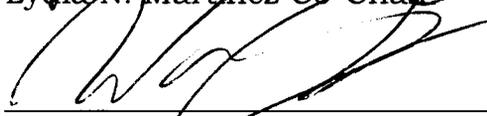
102-11

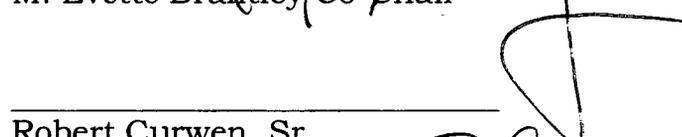
RESOLVED, That the attached Interlocal Agreement between the Steel Point Infrastructure Improvement District and the City of Bridgeport For the Construction and Maintenance of Eligible Public Improvements, The Administration of District Operations and the Use of Tax Revenues be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT,

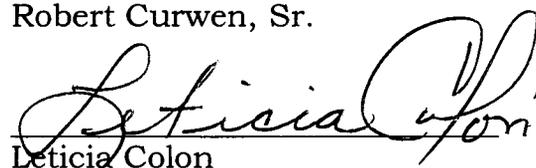

Lydia N. Martinez Co-Chair

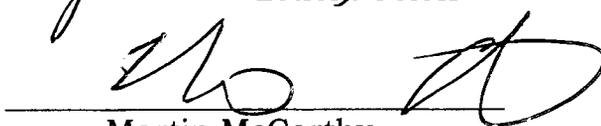

M. Evette Brantley Co-Chair


Warren Blunt


Robert Curwen, Sr.


Michelle A. Lyons


Leticia Colon


Martin McCarthy

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

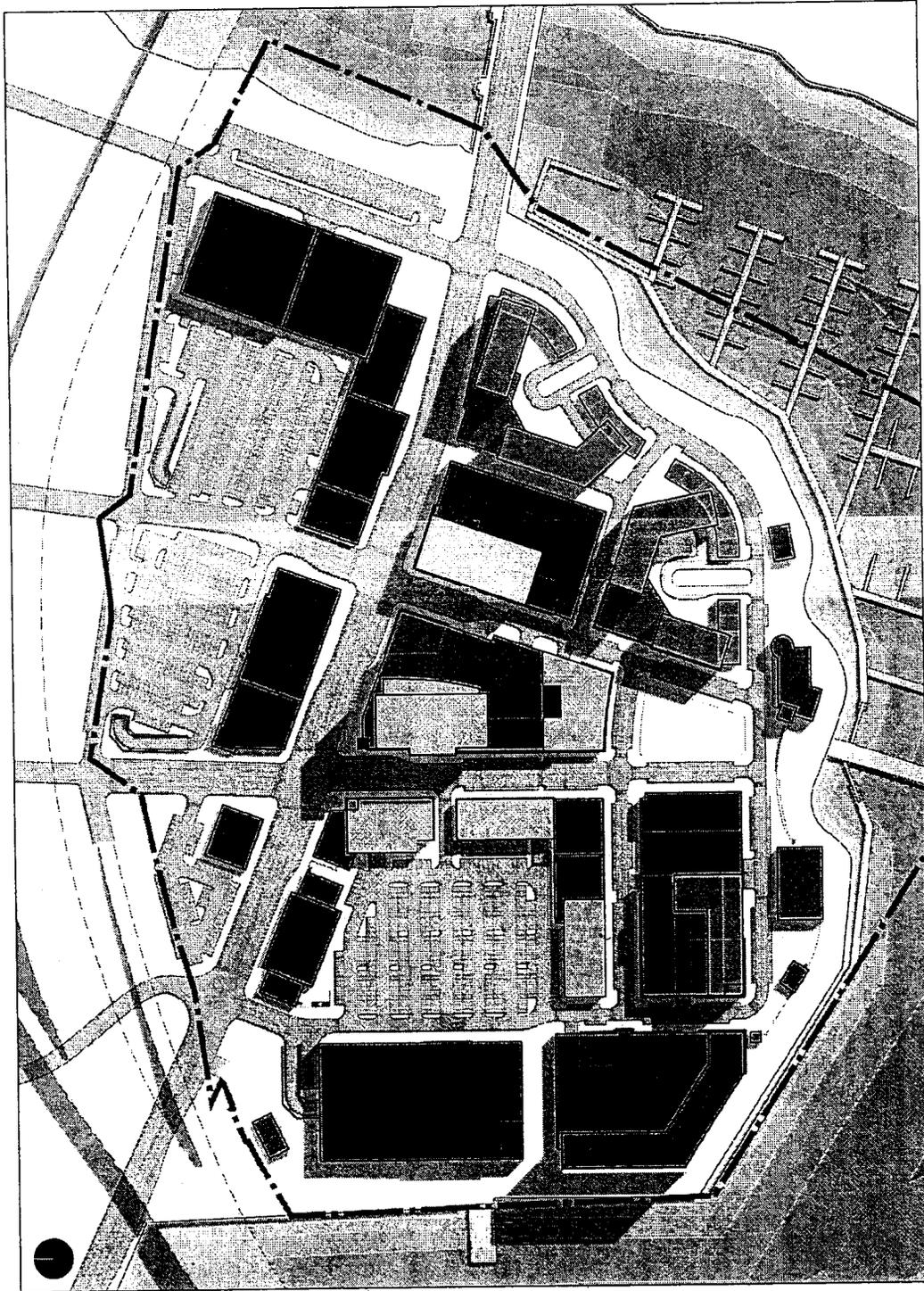
SCHEDULE A

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.

VI. DESIGN AND DEVELOPMENT STANDARDS



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

NO.	DATE	DESCRIPTION

BRIDGEPORT
PROPOSED UTILITY PLAN

ENGINEER: LUCHS CONSULTING ENGINEERS, LTD.
DATE: _____

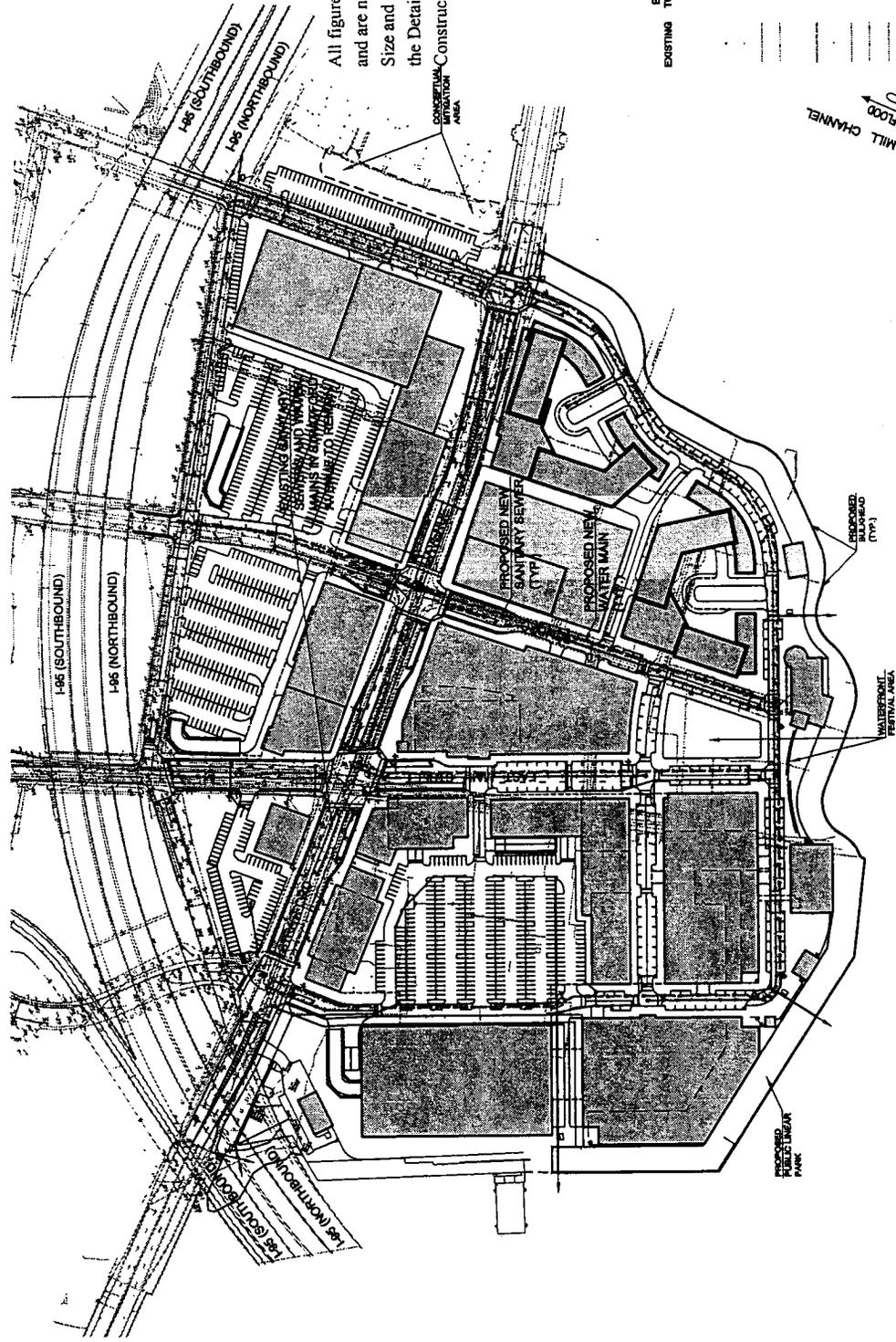


PROJECT TITLE: STEEL PIERCE HARBOR DEVELOPMENT
PDD SUBMISSION



PROJECT NO.: _____
DRAWING NO.: _____
SHEET NO.: _____
FIGURE V-22a

Page 113 of 190



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
---	---	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 THE UTILITIES COMPANIES AND IN ACCORDANCE WITH UTILITY OWNER STANDARDS.
 2. FIRE HYDRANTS TO BE INSTALLED PER AQUARIUM WATER COMPANY AND BRIDGEPORT FIRE MARSHALL REQUIREMENTS.



III. TRANSPORTATION

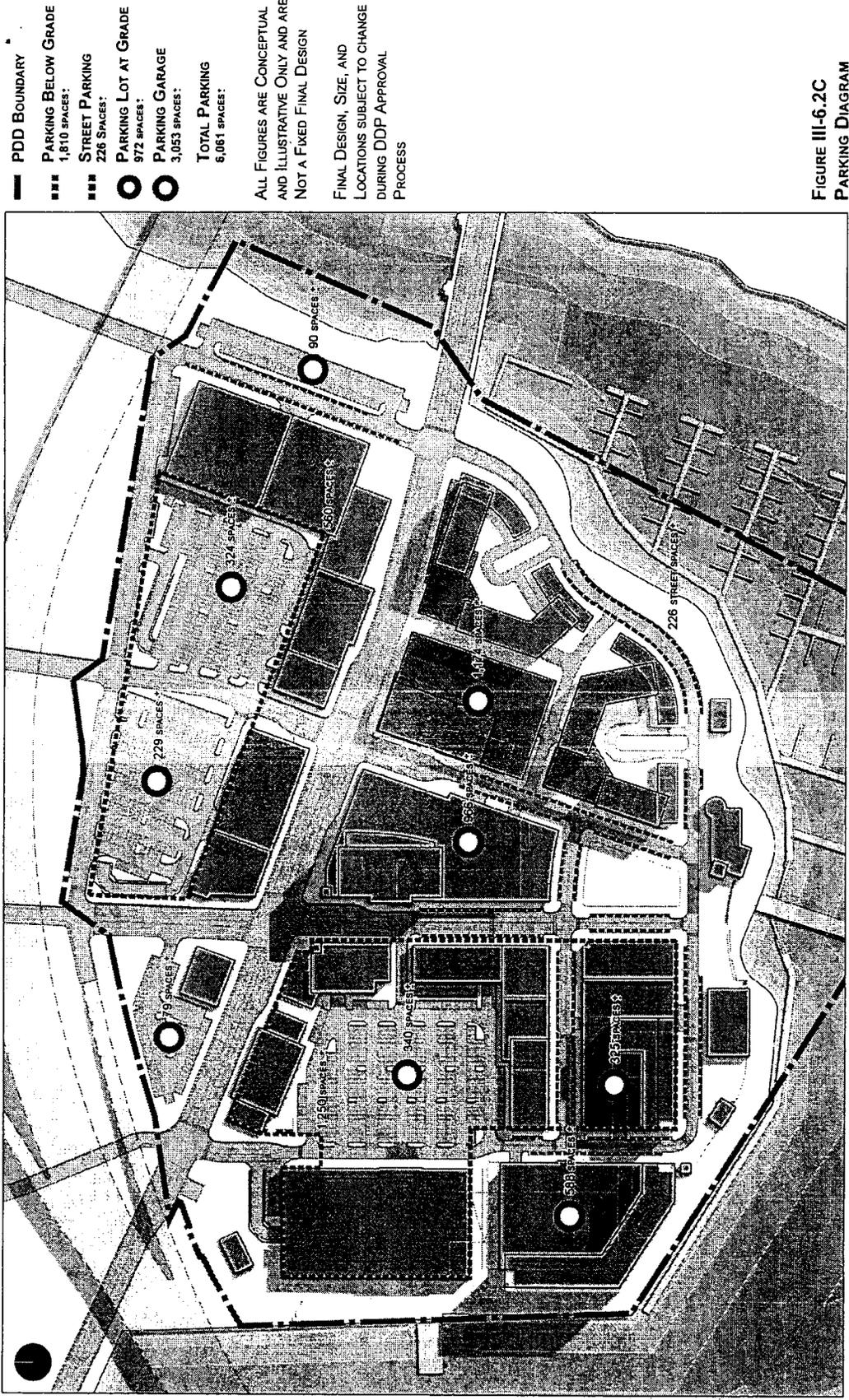


FIGURE III-6.2C
PARKING DIAGRAM

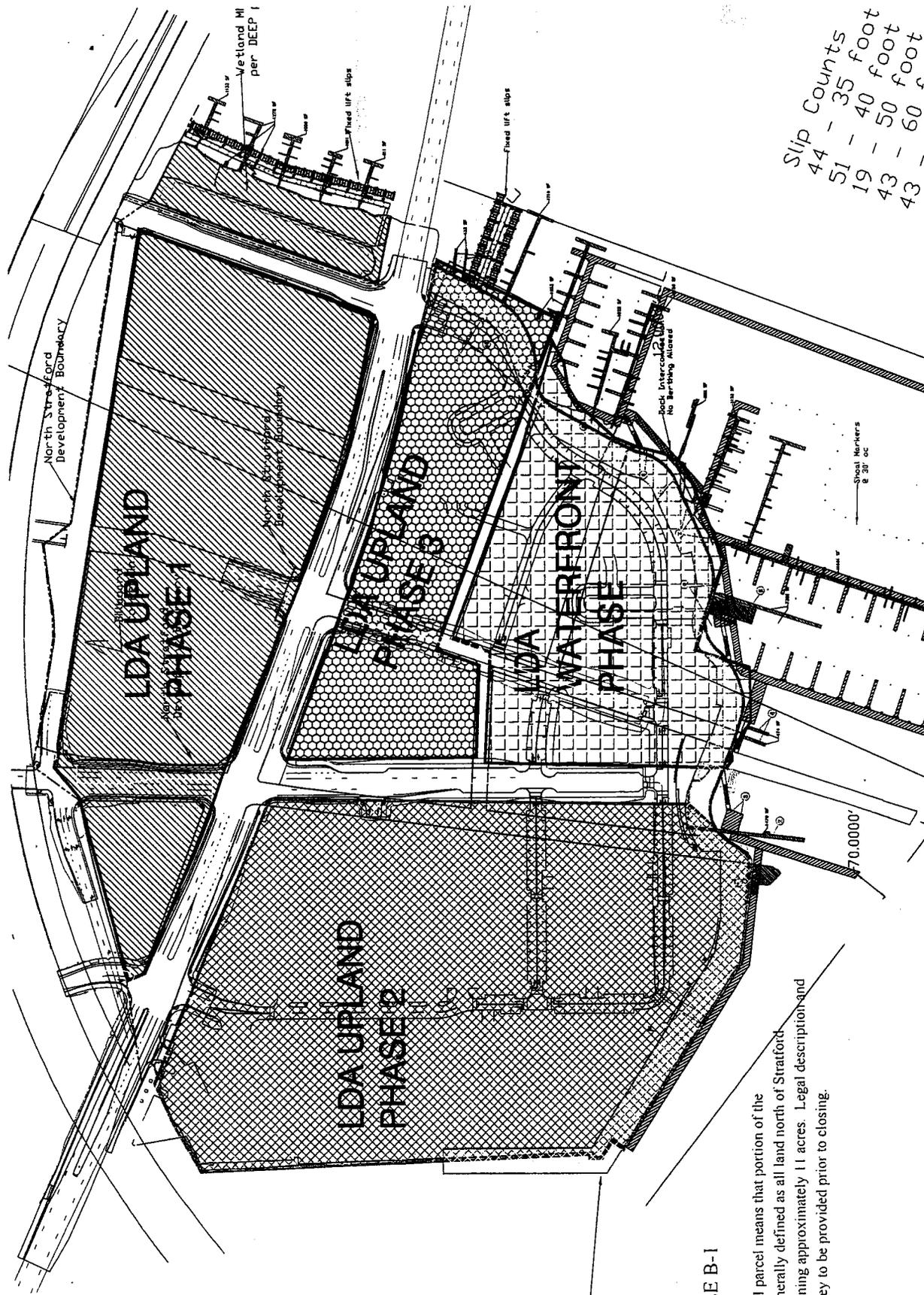
Steel Point Harbor - Estimated Capital Needs vs. Sources

Capital Needs		TOTAL	Phase 1 4/21/11	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	\$ 2,361,912	\$ -	\$ 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.	\$ 4,936,431	\$ 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 COST SUBTOTAL		\$ 125,172,203	\$ 40,821,821	\$ 2,322,824	\$ 30,867,761	\$ 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 TOTALS NEEDS		\$ 152,351,270	\$ 49,955,611	\$ 7,320,636	\$ 36,187,958	\$ 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



Slip Counts

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

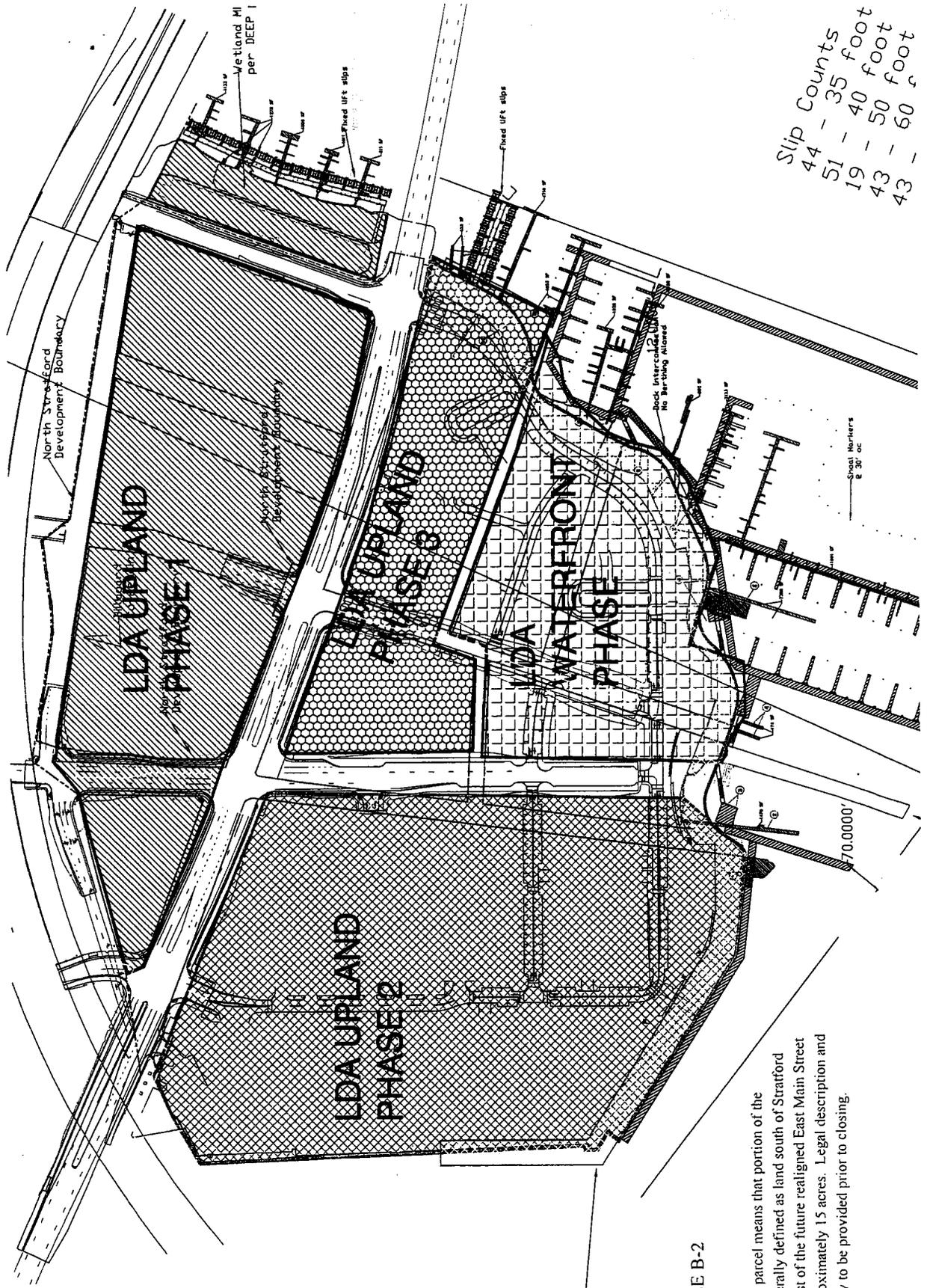
SCHEDULE B-1

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.

DEEP

SCHEDULE B-2

Upland Phase II Parcel Description



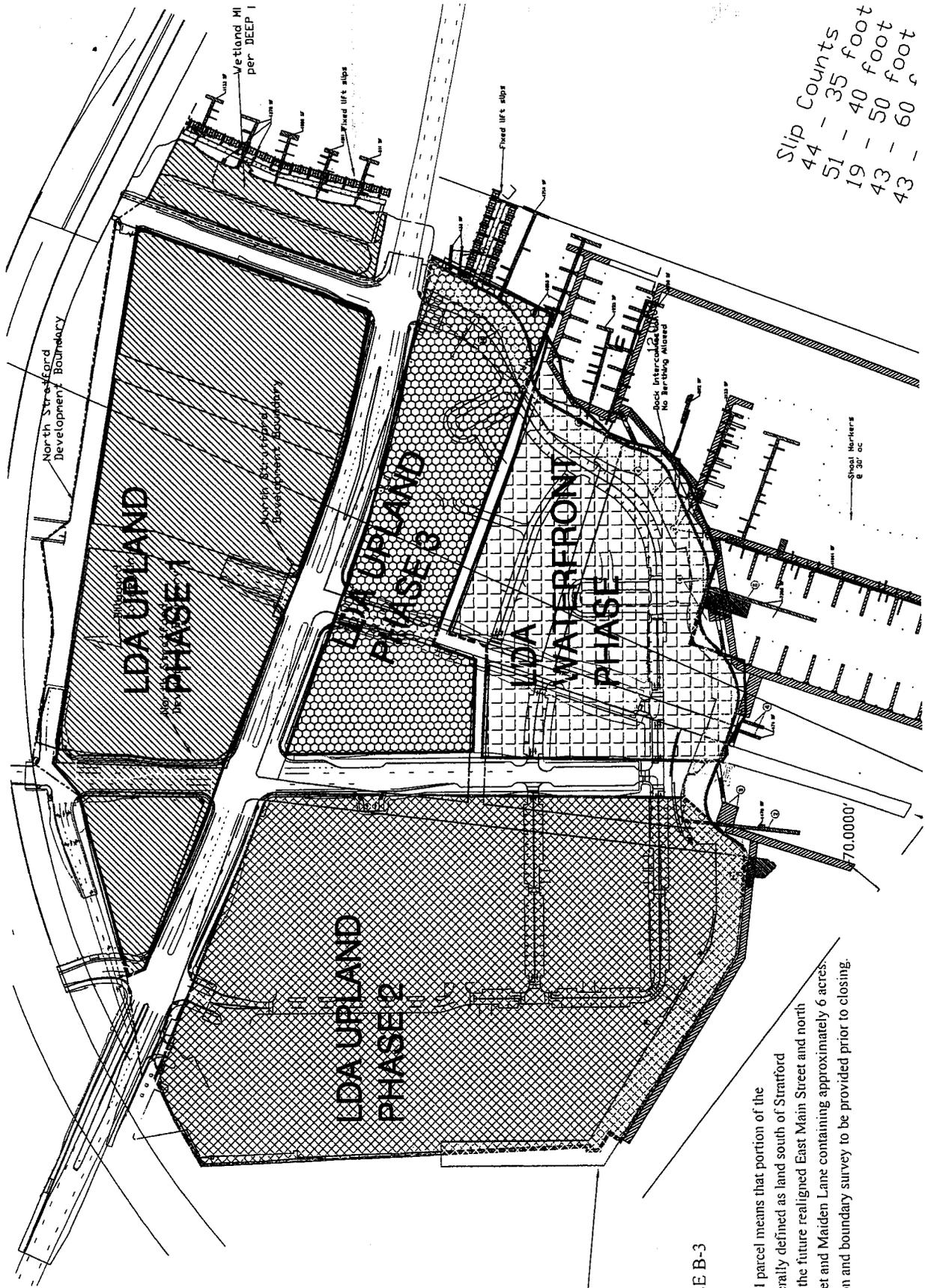
Slip Counts
 44 - 35 foot
 51 - 40 foot
 19 - 50 foot
 43 - 60 foot

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.

SCHEDULE B-3

Upland Phase III Parcel Description



Slip Counts

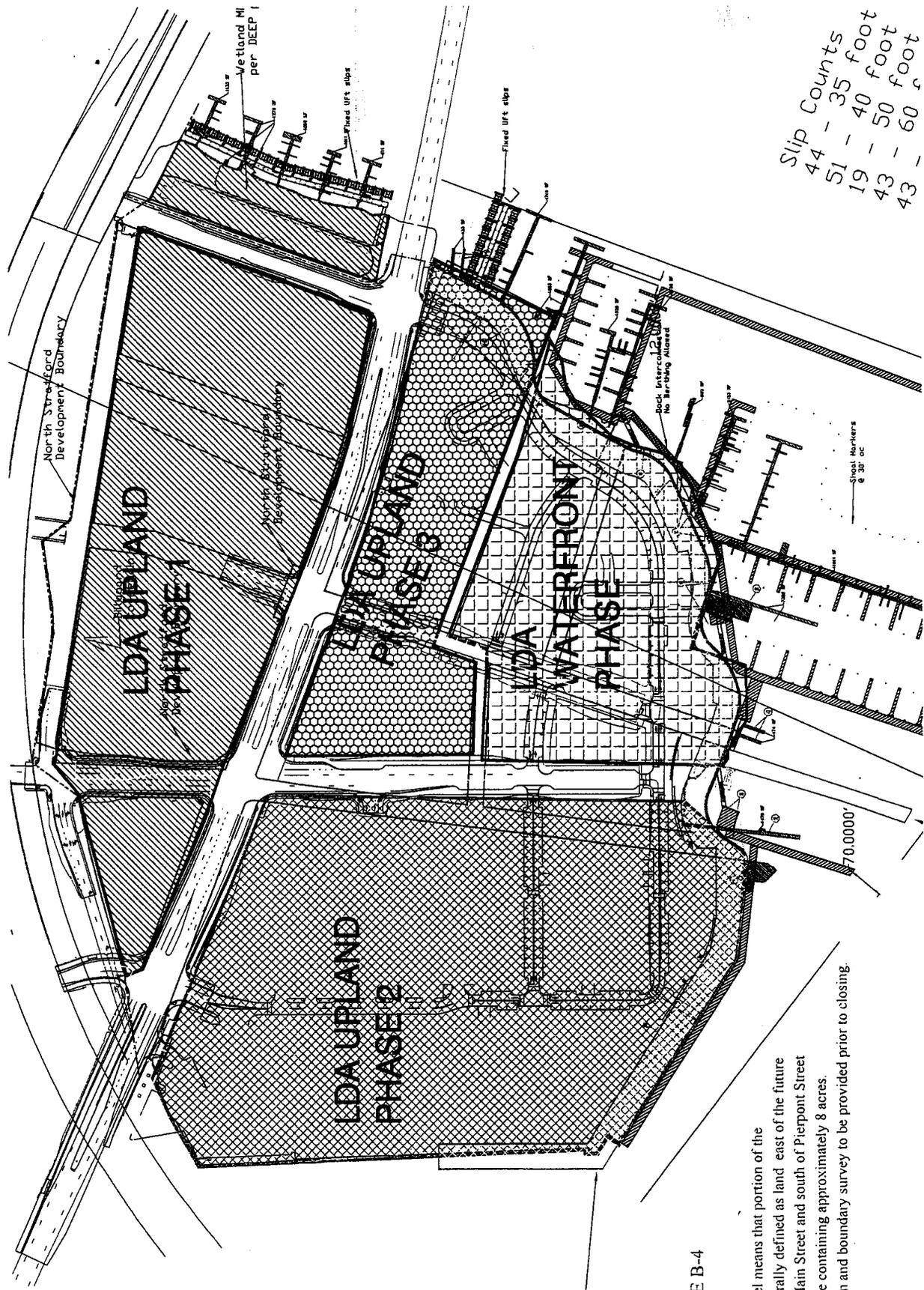
44	-	35	foot
51	-	40	foot
19	-	50	foot
43	-	60	foot
43	-		

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.

SCHEDULE B-4

Waterfront Parcel Description



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

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.

DEEP

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	<u>\$231,159,000</u>

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	<u>\$231,159,000</u>

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).

Charter Revision Report.

**Report
of
Committee
on
Ordinances**

Submitted: July 2, 2012 (OFF THE FLOOR)

Adopted: _____

Attest: _____

Fleeta B. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

97-11

Be it Resolved, that the City Council communicate and report the attached/enclosed list of recommended changes/amendments in and to the draft proposed Charter Revision Report to the Charter Revision Commission.

Respectfully submitted,
THE COMMITTEE ON ORDINANCES

Richard M. Paoletto, Jr.
Co-Chair

Warren Blunt
Co-Chair

Lydia N. Martinez

Robert P. Curwen, Sr.

Howard Austin, Sr.

Martin C. McCarthy

Richard Bonney

City Council Date: July 2, 2012 (OFF THE FLOOR)

97-11

A-7-27-12

**ORDINANCE COMMITTEE OF THE CITY COUNCIL
CITY OF BRIDGEPORT**

**Recommendations for the Charter Revision Commission
July 2, 2012**

This evening the Ordinance Committee urges you to approve the following recommendations, pursuant to §7-191(c) of the Connecticut General Statutes which reads as follows:

If the appointing authority makes recommendations for changes in the draft report to the commission, the commission shall confer with the appointing authority concerning any such recommendations and may amend any provisions of the proposed charter, charter amendments or home rule ordinance amendments, in accordance with such recommendations, or the commission may reject such recommendations.

Our recommendations are the result of four meetings of this Committee on June 14th, 20th and 28th, July 2nd and the Public Hearing of the City Council held on June 27th. During these sessions we have read and thoroughly reviewed the Charter chapter-by-chapter with members of your commission and your attorneys and believe that we understand the intentions and approach of the Commission. However, we have a series of recommendations that we would ask you to consider prior to recommending final action by the City Council.

Recommendations

Generally. We ask that your counsel continue to review the document for any errata or scrivener recommendations, statutory reference revisions or up-dates, as required, as well as the annotations in order to achieve the objective of presenting the people of Bridgeport with a readable and accessible document.

Chapter 1.

1. **Section 3. Fourth sentence.** Please modify as follows: "The Mayor shall designate the place of all meetings provided for in this Charter, unless the place of meeting is specified herein, fixed by Ordinance or within the purview of the City Council".
2. **Section 4.F (1) (b).** Please modify as follows and capitalize the word "applicant(s)" throughout the Charter: "...(b) positions or classes of positions for which the Civil Service Commission, by vote of a majority of its members, present and voting, decides that it is not practicable to determine the relative merit and fitness of ~~applicants~~ Applicants, as defined in §3.C of Chapter 12 of this Charter, by competitive examination".

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3. **Section 4.I.** Please modify as follows: "Civil Service System' or 'Merit System'....".
4. **Section 4.DD.** Please modify by changing sub-sections (a) - (f) to (1) - (6). In addition, delete the comma in subsection (4) or (d) following the word "by" and before the term "the City Council".

Chapter 2. No recommendations.

Chapter 3.

5. **Section 4.A.** Please delete the extra parenthetical mark at the conclusion of the following: "(in the case of a Vacancy))".
6. **Section 4.A. Second sentence.** Please modify as follows or in a manner consistent with the intent: "Any person ceasing to be a resident, where such residence is required for eligibility, shall thereupon cease to be qualified to hold Elected Municipal Office in the City or applicable Council District and shall be subject to removal from office in accordance with the provisions of this Charter". Whether this language is used or the language remains "as is" the issue is to make certain that the official is disqualified and that there is a basis to remove the official from office. The Commission should consider grounds for removal provisions.
7. **Section 5.A(1)(a).** Please modify as follows or in a manner consistent with the intent: "In the event the General Statutes are silent, the special election shall be held not less than one hundred and twenty (120) or no more than one hundred and fifty (150) Days from the date that such vacancy occurs, as declared by the City Clerk".
8. **Section 5.B.** Capitalize the letter "l" in "Law".
9. **Section 7.B.** Please modify as follows or in a manner consistent with the intent: "After the next decennial census of the United States conducted after the adoption of this charter and each thereafter,....".
10. **Section 7.B. First Sentence.** Please add the parenthetical (1), as follows: "After the next decennial census of the United States conducted after the adoption of this charter, the City Council shall, by Ordinance, adopt a reapportionment plan for such legislative body on or before a date one (1) year prior to the date set forth in the General Statutes for adoption of a reapportionment plan for a municipal legislative body.
11. **Section 7.C.** Please add the parentheticals as following: "If the City Council fails to adopt a reapportionment plan by the date set

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forth in §7.B of this Chapter, there shall be created a commission on redistricting composed of six (6) members, three (3) of whom shall be appointed by the leader of the majority party on the City Council and three (3) of whom shall be appointed by the leader of the minority party on the City Council. In the event that there is only one party on the City Council, the minority party members shall be appointed by the Registrar of Voters whose party is not represented on the City Council. Such commission shall forthwith prepare and, not later than a date six (6) months prior to the date set forth in the General Statutes for adoption of a reapportionment plan for a municipal legislative body, adopt a reapportionment plan consistent with the principles set forth in §7.B of this Chapter”.

12. **Section 9.A.** Please change the internal reference from “§7.C of Chapter 3 of this Charter” to “§9.C of Chapter 3 of this Charter”.
13. **Section 9.C.** Please change the internal reference from “§7.A of Chapter 3 of this Charter” to “§9.A of Chapter 3 of this Charter”.
14. **Section 10. First sentence.** Please modify as follows or in a manner consistent with the intent: “The City Clerk, Assistant City Clerk, Town Clerk, Assistant Town Clerks, City Treasurer, Sheriffs, City Attorney, Director of Finance, Purchasing Agent, Tax Collector, Fire Chief and such additional Officials as the City Council may direct by Ordinance, ~~direct~~ shall severally give bonds, with surety, in such amount, manner and form as may be prescribed by Ordinance, for the faithful discharge of their respective duties; and in the case of the refusal or neglect of any such Official to give such bonds, said office shall thereupon become vacant”.

In addition, the Commission should (1) mesh this section with other Charter provisions addressing the bonds and surety; and (2) determine why other officials are not included, such as building officials and the police chief.

15. **Section 11.A (2).** The City Council should receive notice when either the Mayor or the President of the City Council is out of State for more than twenty-four (24) hours. The Commission should also review the role of the President in the absence of the Mayor.
16. **Section 11.B (2) (a)(i) and (ii).** Please review and determine whether there should be language clarifying that the convictions would take place while the official is in office.

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17. **Section 11.B (2) (a).** Please review and determine whether a new sub-section (v) should be added to address removal for violation of Charter provisions that specifically require removal or render an official ineligible, such failure to main a resident of the City or District, for example.
18. **Section 11.B (2) (b).** Please review and determine whether there should be a written standard, policy or criteria pertaining to "poor performance" either established by Ordinance, by the Board or Commission or by the superior of the official in question
19. **Section 11.B (3).** Please delete the extra parenthetical mark at the conclusion of the following: "(except for Appointed Officials or appointees appointed pursuant to §2.A (1) of Chapter 8 of this Charter, who may be removed within the sole discretion of the Mayor or persons appointed to office by the City Council))".
20. **Section 11.B (4) (c).** Please modify by changing sub-sections (a) - (e) to (i) - (v) and add the word "to" as follows: ", (v) the same compulsory process available to the Mayor or the City Council as the case may be".
21. **Section 12.B.** Please change the word "Town" to "City".

Chapter 4.

22. **Section 4.** Please generally review the "Emergency Powers" provisions including the following issues: (a) deletion of the parenthetical in Section 4.C (3); (b) addressing the time-frame for the Meeting Notice in Section 4.C (3); (c) the rationale for the 1% standard and the review of alternate standards; (d) frequency of utilization of provision pertaining to emergency expenditures..

Chapter 5.

23. **Section 2.** Add a new sub-section C and modify the remainder of the provision by changing sub-sections (C) - (F) to (D) - (G). The new provision would read as follows or in a manner consistent with the intent: "**Other Offices of the City Council.** On or before the first meeting of the City Council in December 2013 and annually thereafter, the City Council shall establish such other offices as it deems necessary and shall elect from among its members one council member for each such office".
24. **Section 4.B.** Replace the word "expelled" with the word "removed" and make reference to the removal provisions of Chapter 3.

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25. **Section 4.D.** Make certain that this provision is consistent with Section 1.D (1) of Chapter 7.

Chapter 6.

26. **Sections 4 and 5.** Please modify by changing sections 4 and 5 to Section 3 and 4.
27. **Section 3.** Please review the status of City Sheriffs to conform with state legal requirements.

Chapter 7.

28. **Section 1.D (1).** Please modify as follows or in a manner consistent with the intent: **Dual Appointment Prohibited; Exceptions** Except where otherwise specifically permitted by general or special law, no person may serve as an appointed member of more than one Board or Commission at the same time, with the exception of a Charter Revision Commission or other Boards or Commissions of finite duration. Members of the City Council may only serve on a Board or Commission (a) if assigned as a representative to such Board or Commission for the sole purpose of representing the Council or (b) by virtue of the office held by the member when so designated pursuant to the authorizing enactment for the Board or Commission".
29. **Section 1.M.** Please address the issue of applicability to current members of the Board of Education and the Civil Service Commission. Should there be a grandfather provision or a transition?
30. **Section 1.N.** Add a new sub-section N, as follows or in a manner consistent with the intent: **"Appointment of Designees.** Any person who serves as a member of a Board or Commission by virtue of their position as a City Official may, at their pleasure, designate an alternate to serve in their stead during the term of office of said Official".
31. **Section 2 (1) and (2).** Modify sections (1) - (2) to A - B.
32. **Section 2.** Add a new section C, as follows or in a manner consistent with the intent: "Such Ordinance may establish minimum qualifications and attributes for members of Boards and Commissions for the sole purpose of assuring diversity of experiences, backgrounds and attributes necessary to the functioning of said Board or Commission. Said qualifications shall not be established for the purpose of excluding the service of any Elector of the City". A training component requirement should be included as well.

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33. There should be similar language for Commissions created by the Charter as well.
34. **Section 3.A (2). Second Sentence.** Please delete the term "In the last analysis".
35. **Section 3.A (4).** Please modify as follows or in a manner consistent with the intent: "**Prohibited Acts.** No member of the Board of Education may interfere with the day-to-day performance by the Superintendent of Schools of those duties vested in or delegated to the or by act of the Board of Education. Such interference specifically includes any attempt by a member of the Board of Education to order or coerce, publicly or privately, any subordinate, official or employee of the District as to any matter that is otherwise within the authority of the Superintendent under the General Statutes, this Charter or Ordinances thereunder or as conferred by the Board of Education through its policies, procedures, resolutions, or minutes of meetings. Failure to comply with this requirement shall be grounds for removal from office. Notwithstanding the foregoing, this provision shall not inhibit or interfere with the Board of Education's oversight and policy-making functions or its authority as set forth in §11.B(3)(c) of Chapter 3 of this Charter or with the requirements of this Charter pertaining to the requirements, duties and obligations of Department Heads".
36. **Section 3.A (5).** In general please review the underpinnings of the Candidate Qualifications Board. In particular, there is concern about the transitory nature of the Board (see, the "from time to time" language), the fact that the Council does not have "approval" authority, the issue of a term of office and the need for the Commission to provide a written report to the City Council regarding the procedures, criteria and rationale for the findings of the Board with respect to Board of Education candidates nominated by the Mayor for consideration by the City Council.
37. **Sections 3.B (2) - (6).** Modify sub-sections (2) - (6) following sub-sections (1) and (2) in order to eliminate the redundant sub-sections (2) so that the section shall include sub-sections (1) - (7).
38. **Section 3.B (5) now (6).** Replace the word "act" with the word "section" for internal consistency.
39. **Section 3.I (2).** Reduce the number of members on the Board of Park Commissioners from the proposed nine (9) to seven (7).

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Chapter 8.

40. **Section 2.A (1).** Add a new sub-section (p) the "Director of Information Technology Services" and change current sub-section (p) to (q).
41. **Section 3.I (3). Third Sentence.** Please modify as follows and capitalize the word "appointing authority" throughout the Charter: "The Mayor or other ~~appointing authority~~ Appointing Authority, as defined in §3.C (2) of Chapter 12 of this Charter, may designate the time when such appointment shall take effect; provided it shall not be more than ninety (90) Days from the date said certification was received by the Office of the Mayor or the ~~appointing authority~~ Appointing Authority...".
42. **Section 3.I (4) (b).** Please modify by deleting the restriction on the incumbent Police and Fire Chiefs.
43. **Sections 5.C (2) (c) and (d).** Please modify as follows or in a manner consistent with the intent: "**(c) Representation of the City Council.** Notwithstanding anything herein to the contrary, upon affirmative vote of a majority of the City Council, the City Attorney shall retain private legal counsel selected by the City Council to represent it in any matter for which private legal counsel is required due to a conflict of interest between the City Council and another governmental entity, that can only be avoided by retaining private legal counsel; or due to the need for special legal expertise" and "**(d) Consent of the City Attorney.** Except as otherwise expressly provided by Law or this Charter, no Board or Commission, Official or Department of the City shall retain legal counsel to represent it in any matter without the approval of the City Attorney".

Chapter 9.

44. **Generally.** Please review all provisions where the 2/3rd standard was altered and restore the standard to original standard or an alternate such as "2/3rd of those eligible to vote" in lieu of "a majority of the entire membership".
45. **Section 2.A.** Please make certain that there is appropriate reference in this section and chapter to the emergency provisions set forth in Chapter 4 of the Charter.
46. **Section 4.C.** Please consider altering the submission date to, at least, the "last Tuesday in the month of March of each year".

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47. **Section 4.F (2) (a).** Change "fourteen" to "seven" consistent with other changes in the section.

Chapter 10.

48. **Section 3. Second Sentence.** Please modify as follows and capitalize the word "city" and "city treasurer" throughout the Charter: "The proceeds of bonds when received shall be delivered to the ~~city treasurer~~ City Treasurer and shall be kept by ~~him/her~~ said Treasurer in separate accounts according to the purpose or purposes for which such bonds were authorized and, except for premium, shall be used solely for such purpose or purposes, provided, if there should be any accumulation of interest from the investment of the proceeds of such bonds pending the accomplishment of the specific purpose or purposes for which such bonds were issued, such interest may be used for the purpose of paying principal and/or interest on the indebtedness of the City or to be used for any purpose for which bonds of the ~~city~~ City could be issued. ...".
49. **Section 3. Third Sentence.** Please capitalize the term "city Council" as set forth herein and throughout the Charter.

Chapter 11.

50. **Section 3.A.2.** Add the parenthetical (2½ %) as appropriate.
51. **Section 3.B.** Replace the word "act" with the word "Chapter" for internal consistency.
52. **Section 3.C.** Replace the term "City Treasurer of the City" with "City Treasurer".
53. **Section 3.B.** Replace the word "act" with the word "Chapter" for internal consistency.
54. **Section 3.L.** Add the parenthetical (1st) where appropriate and change the word "veer" to "year".
55. **Section 3.M.** Replace the word "act" with the word "Chapter" for internal consistency.

Chapter 12.

56. **Section 1.A (1).** Replace the term "...pursuant to the provisions of subsection B of this section" with "pursuant to the provisions of §1.B of this Chapter".

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57. **Section 1.B (1).** Replace the term "...pursuant to the provisions of subsection B of this section" with "pursuant to the provisions of §1.B of this Chapter".
58. **Section 1.E.** Replace the term "...pursuant to the provisions of subsections D and E of this section" with "pursuant to the provisions of §§1.D and E of this Chapter".
59. **Section 3.B.** Change the title of the section from "Classified and Unclassified Service; definitions" to "Generally". Please note the definitions were moved to Chapter 1.
60. **Section 3.R.** Changed to Section 3.C entitled "Definitions".
61. **Section 3.C (4) and (8).** Please determine whether the definitions "Certified Appointment" and "Commissioners" are used in the Civil Service and Merit System provisions. They don't appear to be used.
62. **Section 3.C (13).** The definition "provisional appointment does not appear to be used rather the term "temporary appointment" is used. Please determine whether the term should be altered.
63. **Section 3.J (1).** Please determine whether the terms "Employment" and "Appointment" are synonymous and should be altered.
64. **Section 4.H.** Replace the term "...referred to in sections six, seven and eight" to "...referred to in §§4.E, F and G of this Chapter".
65. **Section 4.K.** Replace the term "...as provided in Section eleven" to "...as provided to in §4.J of this Chapter".
66. **Section 4.M.** Replace the terms (a) "...provided for by Section ten" to "...provided for by §4.I of this Chapter"; (b) "...as provided in Section nine" to "...as provided in §4.H of this Chapter"; and (c) "...provided in Section eight" to "...provided for by §4.G of this Chapter".
67. **Section 4.R.** Replace the term "...under Section 11 of this chapter" to "...under §4.J of this Chapter".
68. **Section 5.H.** Replace the word "act" with the word "section" for internal consistency.
69. **Section 7.A.** Replace the term "Chapter 12 of this Charter" with "§§2.A, B and C of this Chapter".

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70. Section 7.B. Replace the word "act" with the word "section" for internal consistency.

Chapter 13. No recommendations.

**Recommendations of Councilman John Olson
Received Following the 6/28 Ordinance Committee Meeting**

- Chapter 5. Section 2. The President of the Council should preside over Council meetings, in lieu of the Mayor.
- Chapter 5. Section 2.B (1) and (2). Delete the word "Mayor".
- Chapter 5. Section 2.F. Add the followings: "The chair or designee of a City Council Committee may appoint any City Councilperson to be a temporary Committee member to create a quorum".
- Chapter 7. Section 3. Members of the Candidates Qualification Board should be approved by the City Council (see #36, above).

RP.
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RP.
5/2/12

We look forward to working with the Charter Revision Commission as we move toward the completion of this process.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

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COMM. #114-11 Referred to Contracts Committee on
07/02/2012 OFF THE FLOOR)

July 2, 2012

BY HAND

Fleeta Hudson, City Clerk
City Hall
Office of the City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

Mr. Thomas McCarthy,
City Council President
City Hall
Department of Labor Relations
45 Lyon Terrace
Bridgeport, CT 06604

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RECEIVED
CITY CLERK'S OFFICE

RE: Request To Add to the City Council Agenda at its
Meeting on July 2, 2012 For Referral to Committee
the Following Item:

Renegotiation of Lease Between the City of Bridgeport and
the Downtown Cabaret Theatre of Bridgeport, Inc. Dated
April 2, 2008

Dear Fleeta:

The City is in the process of opening discussions with the Cabaret Theatre regarding amendments to the above-identified 2008 lease, which discussions are critical to resolving the long-term viability of the Cabaret Theatre.

In the next few days, the City will submit the specific terms and conditions of the proposed lease amendment to the Council committee and will submit the

required number of copies to the City Clerk's office as well.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By: 

Ronald J. Pacacha
Associate City Attorney

Cabaret

LEASE

THIS INSTRUMENT IS A LEASE, dated as of this 2nd day of April, 2008, in which the Landlord and the Tenant are the parties hereinafter named, and which relates to space in the building (the "Building") known and numbered as 263 Golden Hill Street, Bridgeport, Connecticut. The parties to this instrument hereby agree with each other as follows:

ARTICLE I

BASIC LEASE PROVISIONS

1.1 **INTRODUCTION.** The following terms and provisions set forth basic data and, where appropriate, constitute definitions of the terms hereinafter listed:

1.2 **BASIC DATA.**

Landlord: City of Bridgeport, Connecticut, "The City".

Landlord's Original Address: c/o Office of Planning and Economic Development, City Hall Annex, 999 Broad Street, Bridgeport, Connecticut 06604.

Tenant: Downtown Cabaret Theatre Company of Bridgeport, Inc., 263 Golden Hill Street, Bridgeport, Connecticut

Guarantor: None.

Basic Rent: \$36,000.00 for the entire ten year term, payable in equal monthly installments of \$300 each.

Basic Rent Inclusions: The following costs are included with the payment of Basic Rent: heat, electricity, water and sewer costs.

Revision of Lease Terms: Landlord shall monitor the Tenant's usage of utilities for the first three (3) years of the lease and may thereafter in its sole discretion re-open the terms of the lease to require Tenant to pay a portion of such utilities. If the parties cannot agree on the Tenant's share of utilities the City has the sole discretion to terminate the lease upon 30 days' prior written notice.

*

Tenant's Additional Charges: Shall mean Tenant's air conditioning equipment maintenance charges and cleaning costs for the Premises which Tenant shall pay directly to the air conditioning maintenance and cleaning contractors respectively. Notwithstanding the foregoing, Tenant shall not incur any costs and/or expenses arising from the Building HVAC system serving the Premises and/or the common areas of the Building.

Who pays to HVAC

Premises Rentable Area: Offices, backstage, rehearsal and performance space consisting of the entire third floor of the Building, a private entrance with marquee, and non-exclusive use of exterior sidewalks and stairs, bathrooms, utility closets and other places on City property outside the Demised Premises with the City's prior written consent. Excluded is the use of any area in or on City property at this location not specifically stated in the lease.

Permitted Uses: Not-for-profit theatre offering plays, productions and educational programs to the general public; and related services specifically approved by the City in writing in advance. The Premises are to be used only for theatrical operations, performances, theatre-related functions, programs and events.

Initial Term: Ten (10) years commencing on the Commencement Date and expiring at the close of the day immediately preceding the tenth (10th) anniversary of the Commencement Date, except that if the Commencement Date shall be other than the first day of a calendar month, the expiration of the Initial Term shall be at the close of the day on the last day of the calendar month on which such anniversary date shall fall.

Security Deposit: \$00.00.

1.3 ADDITIONAL DEFINITIONS.

Business Days. All days except Saturday, Sunday, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

Commencement Date: As defined in Section 4.1.

Default of Tenant: As defined in Section 11.1.

Force Majeure: Collectively and individually, strike or other labor trouble, fire or other casualty, governmental preemption of priorities or other controls in connection with a national or other public emergency or shortages of, or inability to obtain, fuel, supplies or labor resulting therefrom, any cause, beyond Landlord's or Tenant's reasonable control.

Initial Public Liability Insurance: \$1,000,000 per person; \$5,000,000 per occurrence (combined single limit) for property damage, bodily injury or death.

Lease Year or lease year: Each consecutive 12 calendar month period immediately following the Commencement Date, but if the Commencement Date shall fall on other than the first day of a calendar month, then such term shall mean each consecutive twelve calendar month period commencing with the first day of the first full calendar month of the Initial Term. The first lease year shall include any partial month between the Commencement Date and the first day of the first full calendar month immediately following the Commencement Date.

Manager: The Landlord retains the right and may hire and retain a licensed professional property manager to oversee the operations of the building.

Premises: A portion of the Building, comprising the Auditorium and the entire Third Floor, and non-exclusive uses of common areas and lobbies.

Property: The Building and the land parcels on which it is located (including adjacent sidewalks), known as the Dwight D. Eisenhower Memorial Center a/k/a Senior Citizens Center, located at 263 Golden Hill Street, Bridgeport, Connecticut.

Tenants Removable Property: As defined in Section 5.2

Term of this Lease: The Initial Term and any extension thereof in accordance with the provisions hereof.

ARTICLE II

PREMISES AND APPURTENANT RIGHTS

- 2.1 **LEASE OF PREMISES.** Landlord hereby demises and leases to Tenant for the Term of this lease and upon the terms and conditions hereinafter set forth, and Tenant hereby accepts from Landlord, the Premises.
- 2.2 **APPURTENANT RIGHTS AND RESERVATIONS.** (a) Tenant shall have, as appurtenant to the Premises, (i) the non-exclusive right to use, and permit its invitees to use in common with others, public or common lobbies, hallways, stairways and elevators, and common walkways necessary for access to the Building, and if the portion of the Premises on any floor includes less than the entire floor, the common toilets, corridors and elevator lobby of such floor. No dedicated parking spaces are provided. Tenant and its visitors must use available street parking or paid public parking facilities.

(b) Excepted and excluded from the Premises are the ceiling, floor, perimeter walls and exterior windows, except the inner surfaces thereof, but the entry doors (and related glass and finish work) to the Premises are a part thereof; and Tenant agrees that Landlord, at Landlord's expense, shall have the right to place in the Premises (but in such manner as to reduce to a minimum interference with Tenant's use of the Premises) interior storm windows, subcontrol devices (by way of illustration, an electric sub panel, etc.), utility lines, pipes, equipment and the like in, over and upon the Premises, provided the Tenant's use, enjoyment, ingress and egress are not materially adversely affected. Tenant shall install and maintain, as Landlord may require, proper access panels in any hung ceilings or walls as may be installed by Tenant in the Premises to afford access to any facilities above the ceiling or within or behind the walls.

ARTICLE III

BASIC RENT

3.1 **PAYMENT.** (a) Tenant agrees to pay to Landlord, or as directed by Landlord, commencing on the Commencement Date without offset, abatement (except as provided in Article 10.1), deduction or demand, the Basic Rent. Such Basic Rent shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month during the Term of this Lease, at Landlord's Original Address, or at such other place as Landlord shall from time to time designate by notice to Tenant, in lawful money of the United States. Until notice of some other designation is given in writing, Basic Rent and all other charges for which provision is herein made shall be paid by remittance payable to the Landlord, c/o Director of Finance and addressed to the Director of Finance, and all remittances so received as aforesaid, or by any subsequently designated recipient, shall be treated as a payment to Landlord. In the event that any installment of Basic Rent is not paid within 10 days after the due date thereof and upon written receipt from Landlord of non-receipt, Tenant shall pay, in addition to any other additional charges due under this Lease, at Landlord's request a late fee equal to 3% of the overdue payment.

(b) Basic Rent for any partial month shall be pro-rated on a daily basis, and if the first day on which Tenant must pay Basic Rent shall be other than the first day of a calendar month, the first payment which Tenant shall make to Landlord shall be equal to a proportionate part of the monthly installment of Basic Rent for the partial month from the first day on which Tenant must pay Basic Rent to the last day of the month in which such day occurs, plus the installment of Basic Rent for the succeeding calendar month.

ARTICLE IV

COMMENCEMENT AND CONDITION

4.1 **COMMENCEMENT DATE.** The Commencement Date shall be April 1, 2008. It is understood and agreed that on the Commencement Date, Landlord intends to occupy or let that portion of the Property not occupied by Tenant. Landlord represents that it is the owner of the Property not occupied by Tenant. Landlord represents that it is the owner and that it has all requisite rights to enter into this Lease and, if applicable, any ancillary agreements referred to herein.

4.2 **PREPARATION OF THE PREMISES.** (a) Tenant hereby acknowledges that Tenant is leasing the Premises in its current "as is" condition, except for latent defects, without representation or warranty by Landlord express or implied. Landlord shall not be required to make or pay for any improvements to the Premises in order to prepare same for Tenant's occupancy.

(b) It is agreed and understood that Tenant shall make no alterations, additions, or improvements, exclusive of painting, wall coverings, installation of furniture work stations or carpeting in or to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any such alterations, additions, improvements wall covering, painting or carpeting shall be made at Tenant's sole expense.

ARTICLE V

USE OF PREMISES

5.1 **PERMITTED USE.** (a) Tenant agrees that the Premises shall be used and occupied by Tenant only for Permitted Uses.

(b) Tenant agrees to conform to the following provisions during the Term of this Lease:

(i) Tenant shall cause all freight to be delivered to or removed from the Building and the Premises in accordance with reasonable rules and regulations, if any, established by Landlord therefor;

(ii) Tenant will not place on the exterior of the Premises (including both interior and exterior surfaces of doors and interior surfaces of window) or on any part of the Building outside the Premises, any signs, symbol, advertisements or the like visible to public view outside of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or

delayed. Landlord will not unreasonably withhold consent for signs or lettering on the entry doors to the Premises provided such signs conform to building standards adopted by Landlord and Tenant has submitted a sketch of the sign to be placed on such entry doors. Tenant shall be allotted its "Proportionate Share" of space on any building directory and shall be entitled to place lettering and company logos on said directories, provided that such lettering and logos do not exceed Tenant's Proportionate Share.

(iii) Tenant shall not perform any act or carry on any practice which may injure the Premises, or any other part of the Building, or cause offensive odors or loud noise or constitute a nuisance or menace to any other tenant or tenants or other persons in the Building;

(iv) Tenant shall, in its particular manner of use of the Premises, comply with the requirements of all applicable governmental laws, rules and regulations including, without limitation, the Act (as said term is hereafter defined) as they pertain to use and physical condition of the Premises; and

(v) Tenant shall continuously throughout the Term of the Lease occupy the Premises for the Permitted Uses and for no other purposes.

(vi) Existing signage already in place as of date of this Lease and located within or on the new Premises Rentable Area or defined in 1.2 above are deemed approved.

5.2 INSTALLATION AND ALTERATIONS BY TENANT.

(a) Tenant shall make no alterations, additions (excluding, for the purposes hereof, painting, wall covering, installation of furniture work stations and other decorative items, wall-to-wall carpeting), or improvements in or to the Premises without Landlord's prior written consent, which consent Landlord agrees not to unreasonably withhold, condition or delay.

(b) Any alterations, additions or improvements, shall (i) be in accordance with complete plans and specifications prepared by Tenant and reasonably approved in advance by Landlord; (ii) be performed in a good and workmanlike manner and in compliance with all applicable laws; (iii) be performed and completed in the manner required in Section 5.2(d) hereof; (iv) be made at Tenant's sole expense and at such times as Landlord may from time to time reasonably designate during regular business hours; and (v) become a part of the Premises and the property of Landlord. Tenant is responsible for all interior alterations necessary to conform the Demised Premises to its needs, including but not limited to the obligation to make all utility upgrades, make all code upgrades to achieve code compliance, obtain all required permits and approvals for non-structural alterations and code work, and to otherwise comply with all applicable local, State or federal laws and regulations at Tenant's sole cost and expense.

Should Tenant obtain funding for structural improvements to the Demised Premises or the Building, all such proposed improvements require the prior written approval of the, Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) All articles of personal property and all business fixtures, machinery and equipment and furniture owned or installed by Tenant solely at its expense in the Premises ("Tenant's Removable Property") shall remain the property of Tenant and may be removed by Tenant at any time prior to the expiration of this Lease, provided that Tenant, at its expense, shall repair any damage to the Building caused by such removal.

(d) Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises. Whenever and as often as any mechanic's lien shall have been filed against the Premises based upon any act or interest of Tenant or of anyone claiming through Tenant, Tenant shall forthwith take such actions by bonding, deposit or payment as will remove or satisfy the lien.

(e) All of the Tenant's alterations, additions and installation of furnishings shall be coordinated with any work being performed by Landlord and in such manner as to maintain harmonious labor relations and not damage the Property or interfere with Building construction or operation. Installation and moving of furnishings, equipment and the like shall be performed only by Tenant's employees or with labor compatible with that being employed by Landlord for work in or to the Building and not to employ or permit the use of any labor or otherwise take any action which might result in a labor dispute involving personnel providing services in the Building. Except for work by Landlord's general contractor, Tenant before its work is started shall: secure all licenses and permits necessary therefore; deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them; and cause each contractor to carry workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and comprehensive public liability insurance and property damage insurance with such limits as Landlord may reasonably but in no event less than a combined single limit of Two Million and No/100ths (\$2,000,000.00) Dollars (all such insurance to be written in companies approved by Landlord and insuring Landlord and Tenant as well as the contractors), and to deliver to Landlord certificates of all such insurance. Tenant agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or the Property and immediately to discharge any such liens which may

so attach. Upon completion of any work done on the Premises by Tenant, its agents, employees, or independent contractors, Tenant shall promptly deliver to Landlord original lien releases and waivers executed by each contractor, subcontractor, supplier, materialmen, architect, engineer or other party which furnished labor, materials or other services in connection with such work and pursuant to which all liens, claims and other rights of such party with respect to labor, material or services furnished in connection with such work are unconditionally released and waived,

(f) Notwithstanding the foregoing, Landlord shall permit Tenant to install, at Tenant's sole cost and expense, additional dedicated electrical risers and conduits to meet Tenant's specific need for electrical and communications. Provided there is no interference with existing electrical systems, these electrical risers and conduits will be permitted to run within the base building core electrical closets and within Tenant's electrical closets. In addition, provided there is no interference with existing electrical systems within the Building, Tenant shall be allowed to install an "Uninterruptible Power Supply" (UPS) system with associated equipment within structural supportive areas, with ventilation access. Tenant shall be entitled to reasonable Building access to accomplish the foregoing.

ARTICLE VI

ASSIGNMENT AND SUBLETTING

6.1 **PROHIBITION.** (a) Tenant covenants and agrees that whether voluntarily, involuntarily, by operation of law or otherwise, neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred, and that neither the Premises nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied, by anyone other than the Tenant, or for any use or purpose other than a Permitted Use, or be sublet (which term, without limitation, shall include granting of concessions, licenses and the like) in whole or in part, or be assigned or sublet without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, without Landlord's prior written consent, then Landlord may during such time as Tenant is in default in the performance or observance of any term, covenant or provision to be performed or observed by Tenant under this Lease, collect rent and other charges from the assignee, subtenant or occupant, and apply the net amount collected to the rent and other charges herein reserved, but no such assignment, subletting, occupancy,

collection or modification of any provisions of this Lease shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant or a release of the original named Tenant from the further performance by the original named Tenant hereunder. No assignment or subletting hereunder shall relieve Tenant from its obligations hereunder and Tenant shall remain fully and primarily liable therefore. No assignment or subletting, or occupancy shall affect Permitted Uses.

(c) In connection with any request by Tenant for consent to assignment or subletting, Tenant shall submit to Landlord in writing: (i) the name of the proposed assignee or subtenant, (ii) such information as to financial responsibility for the assignee and standing as Landlord may reasonably require, and (iii) all material terms and provisions upon which the proposed assignment or subletting is to be made. Landlord shall act on such request with ten (10) business days or receipt of the required information.

ARTICLE VII

RESPONSIBILITY FOR REPAIRS AND CONDITIONS OF PREMISES: SERVICES TO BE FURNISHED BY LANDLORD

7.1 **LANDLORD REPAIRS.** (a) Except as otherwise provided in this Lease, Landlord agrees to keep neat and clean and maintain in good order, condition and repair the roof, public and common areas, including, but not limited to the parking areas, the elevators, , toilets and landscaping, exterior walls (including exterior glass) and structure of the Building (including plumbing, mechanical and electrical systems but excluding any systems installed exclusively for Tenant's sole benefit), all insofar as they affect the Premises, except that Landlord shall in no event be responsible to Tenant for the condition of glass in the Premises or for the doors (or related glass and finish work) leading to the Premises, or for any condition in the Premises or Building caused by any act or neglect of Tenant, its agents, employees, invitees or contractors. Landlord shall not be responsible to make any improvements or repairs to the Building other than as expressly in this Section 7.1 provided, unless expressly provided otherwise in this Lease.

(b) Landlord shall never be liable for any failure to make repairs which Landlord has undertaken to make under the provisions of this Section 7.1 or elsewhere in this Lease, unless Landlord has, or in the exercise of reasonable care, should have actual knowledge of the need of such repairs, and Landlord has failed to commence to make such repairs within a reasonable diligence to complete such repairs.

(c) Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option be furnished from time to time, in whole or in part, by employees of Landlord or by the Manager of the Property or by one or more third persons.

7.2 TENANT'S AGREEMENT. (a) Tenant will keep neat and clean and maintain in good order, condition and repair the Premises and every part thereof, excepting only those repairs for which Landlord is responsible under the terms of this Lease, reasonable wear and tear of the Premises, and damage by fire or other casualty and as a consequence of the exercise of the power of eminent domain; and shall surrender the Premises, at the end of the Term, in such condition. Without limitation, Tenant shall at its sole cost and expense, continually during the Term of this Lease maintain and use the Premises in accordance with all laws, codes, ordinances, statutes and orders applicable to the physical condition, operation and maintenance of Premises, arising out of Tenant's particular use of the Premises, including, without limitation, the Americans with Disabilities Act of 1990 as amended and any regulations from time to time promulgated thereunder (the "Act") in effect and all directions, rules and regulations of the proper officers of governmental agencies having jurisdiction, and of the State of Connecticut, and shall, at Tenant's own expense, obtain all permits, licenses and the like required by applicable law. Notwithstanding the foregoing or the provisions of Article X, Tenant shall be responsible for the cost of repairs which may be necessary by reason of damage to the Building caused by any act or neglect of Tenant or its agents, employees, contractors or invitees (including any damage by fire or any other casualty arising therefrom). Further, notwithstanding anything herein to the contrary, Landlord represents that as of the date of this Lease, the Premises, and Tenant's particular use thereof, are in compliance with all applicable local, state and federal laws, orders codes, statutes, ordinances and regulations, including, without limitation, the Americans with Disabilities Act of 1990 and Landlord agrees to comply, as to the Building and Common Areas, with all laws, codes, ordinances, statutes and orders applicable to the physical condition, operation and maintenance of same.

(b) If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs within thirty days, except for emergencies and complete the same with reasonable dispatch after such demand, Landlord may (but shall not be required to do so) make or cause such repairs to be made (the provisions of Section 12.17 being applicable to the costs thereof) and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. Notwithstanding the foregoing, Landlord may elect to take action hereunder immediately and without notice to Tenant if Landlord reasonably believes an emergency to exist.

7.3 FLOOR LOAD – HEAVY MACHINERY. (a) Tenant shall use reasonable efforts to not place a load upon any floor in the Premises exceeding the floor load per

square foot of area which such floor was designed to carry and which is allowed by law. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance. Tenant shall not move any heavy machinery, heavy equipment, or fixtures into or out of the Building without Landlord's prior written consent, which consent may include a requirement to provide insurance, naming Landlord as an insured, in such amounts as Landlord may deem reasonable.

(b) If such machinery, equipment, or fixtures requires special handling, Tenant agrees that all work in connection therewith shall comply with applicable laws and regulations. Any such moving shall be at the sole risk and hazard of Tenant, and Tenant will, except for Landlord's negligence, exonerate, indemnify and save Landlord harmless against and from any liability, loss, injury, claim or suite resulting directly or indirectly from such moving.

7.4 BUILDING SERVICES. (a) Landlord shall, on Business Days, from 7:00 a.m. to 8:00 p.m., Monday through Friday and from 8:00 a.m. to 1:00 p.m. on Saturday, and during all hours that Tenant has rehearsals or performances scheduled in the Premises, furnish heating and cooling as necessary to provide a temperature and humidity condition consistent with the ASHRAE standards and Principles for Physiological Comfort and Health at an occupancy of not more than one person per 125 square feet of Premises Rental Area and an electrical load not exceeding seven (7) watts per square foot of Premises Rentable Area. If Tenant shall require air conditioning, heating or ventilation outside of the hours and days above specified, Landlord will furnish such service and Tenant shall give Landlord's agent or employees 24 hours notice and shall pay therefore such charges as may from time to time be in effect. In the event Tenant introduces to the Premises personnel or equipment which overloads the capacity of the Building system or in any other way interferes with the system's ability to perform adequately its proper functions, supplementary systems may, if and as needed, at Landlord's option, be provided by Landlord, at Tenant's expense. Landlord will provide an engineer's report certifying the need for any such supplementary system.

(b) Landlord shall also provide:

(i) Passenger elevator service from the existing passenger elevator system in common with Landlord and other tenants in the Building;

(ii) Hot water for lavatory purposes and cold water for drinking, lavatory and toilet purposes. If Tenant uses water for any purpose other than for ordinary lavatory and drinking purposes, Landlord may assess a reasonable charge for the additional water so used, or install a water meter and thereby measure Tenant's water consumption for all purposes. In the latter event, Tenant shall pay the cost of the meter and the cost of installation thereof and shall keep such

meter and installation equipment in good working order and repair. Tenant agrees to pay for water consumed, as shown on such meter, together with the sewer charge based on such meter charges, within thirty (30) days when bill are rendered, and in default in making such payment Landlord may pay such charges and collect the same from Tenant as an additional charge.

(iii) Subject to all other provisions of this Lease, access to the Premises on Business Days twenty-four hours per day, seven days per week and during all hours that Tenant has performances scheduled in the Premises, subject to reasonable security restrictions and restrictions based on emergency conditions and all other applicable provisions of this Lease including, without limitation, the provisions of Section 7.4(a) hereof.

(iv) Such electrical current as shall be normally used by typical tenants conducting a business similar to Tenant's, but not less than seven (7) watts per square foot of Premises Rentable Area, Building HVAC systems excluded.

(c) Landlord reserves the right to curtail, suspend, interrupt and/or stop the supply of water, sewage, electrical current, cleaning, and other services, and to curtail, suspend, interrupt and/or stop use of entrances and/or lobbies serving access to the Building, without thereby incurring any liability to Tenant, when necessary by reason of accident or emergency, or for repairs, alterations or replacements in the reasonable judgment of Landlord necessary, or when prevented from such services or use by strikes, lockouts, difficulty in obtaining materials, accidents or any other cause beyond Landlord's control or inability, by exercise of reasonable diligence, to obtain electricity, water, gas, steam, coal, oil or other suitable fuel or power. Except as hereinafter provided, no diminution or abatement of rent or other compensation, nor any direct, indirect or consequential damages shall or will be claimed by Tenant as a result of, nor shall this Lease or any or any of the obligations of Tenant be affected or reduced by reason of, any such interruption, curtailment, suspension or stoppage in the furnishing of the foregoing services or use, irrespective of the cause thereof. Failure or omission on the part of Landlord to furnish any of the foregoing services or use shall not be construed as an eviction of Tenant, actual or constructive, nor entitle Tenant to an abatement of rent, nor to render the Landlord liable in damages, nor release Tenant from prompt fulfillment of any of its covenants under this Lease. Notwithstanding the foregoing, in the event that Tenant is unable to occupy or use and enjoy the Premises for five (5) consecutive business days as contemplated herein, Rent shall abate for that portion of the Premises which Tenant is unable to occupy or use and enjoy from the sixth business day until Tenant is then able to occupy or use and enjoy the Premises.

7.5 ELECTRICITY. (a) Tenant covenants and agrees that its use of electric current shall not exceed seven (7) watts per square foot of Premises Rentable Area and its total connected load will not exceed the maximum load from time to time

permitted by applicable governmental regulations. Landlord shall not in any way be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if, during the Term of this Lease, either the quantity or character of electric current is changes or electric current is no longer available or suitable for Tenant's requirements due to a factor or cause beyond Landlord's control. Landlord, at Tenant's expense shall purchase and install all lamps, tubes, bulbs, starters and ballasts. Tenant shall pay all separately metered charges for electricity used or consumed in the Premises directly to the utility company.

ARTICLE VIII

INDEMNITY AND PUBLIC LIABILITY INSURANCE

- 8.1 **TENANT'S INDEMNITY.** To the maximum extent this agreement may be made effective according to law, Tenant agrees, except for the acts or negligent act or omission of the Landlord, its agents, employees, licensees or contractors, to defend, indemnify and save harmless Landlord from and against all claims, loss, liability, costs and damages of whatever nature arising from any default by Tenant under this Lease and the following: (i) from any accident, injury, death or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises; (ii) in connection with the conduct or management of the Premises or of any business therein, or any thing or work whatsoever done, in any case, occurring after the date of this Lease, until the end of the Term of this Lease, and thereafter so long as Tenant is in occupancy of the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in, or in connection with, any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorney's fees and costs at both the trial and appellate levels. The provisions of this Section 8.1 shall survive the expiration or any earlier termination of this Lease.
- 8.2 **LANDLORD'S INDEMNITY.** Except for the negligent act or omission of the Tenant, its agents, employees, licensees, or contractors, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, loss, liability, costs and damages of whatever nature from any accident occurring outside the Premises including public areas, lobbies, sidewalks and parking lots, but excluding conference rooms and other common areas when being used by Tenant.
- 8.3 **PUBLIC LIABILITY INSURANCE.** Tenant agrees to maintain full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of general liability and property damage insurance

(including broad from contractual liability, independent contractor's hazard and completed operations coverage) under which Landlord, Manager (and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time) and Tenant are named as insureds, and under which the insurer agrees to defend, indemnify and hold Landlord, Manager, and those in privity of estate with Landlord, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages set forth in Section 8.1. Each such policy shall be non-cancelable and non-amendable with respect to Landlord, Manager and Landlord's said designees without thirty (30) days' prior notice to Landlord and shall be in at least the amount of the Initial Public Liability Insurance specified in Section 1.3 or such greater amounts as Landlord shall from time to time request, and a duplicate original or certificate thereof shall be delivered to Landlord, per Landlord' written request.

8.4 TENANT'S RISK. To the maximum extent this agreement may be made effective according to law, Tenant agrees to use and occupy the Premises and to use such other portions of the Property as Tenant is herein given the right to use at Tenant's own risk; and Landlord shall, except for its negligence or willful acts or omissions, have no responsibility or liability for any loss of or damage to Tenant's Removable Property or for any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is permitted by this Lease or required by law to make in or to any portion of the Premises or other sections of the Property, or in or to the fixtures, equipment or appurtenances thereof. Tenant shall carry "all-risk" property insurance on a "replacement cost" basis (including so-called improvements and betterments), and provide a waiver of subrogation as required in Section 12.17. The provisions of this Section shall be applicable from and after the execution of this Lease and until the end of the Term of this Lease, and during such further period as Tenant may use or be in occupancy of any part of the Premises or of the Building.

8.5 INJURY CAUSED BY THIRD PARTIES. To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the Property or otherwise, unless the loss or damage occurs through the negligent acts or omissions of Landlord or Landlord's agents, employees, invitees or contractors. The provisions of this Section shall survive the expiration or any earlier termination of this Lease.

ARTICLE IX

LANDLORD'S ACCESS TO PREMISES

- 9.1 LANDLORD'S RIGHTS. Landlord shall have the right to enter the Premises at all reasonable hours for the purpose of inspecting or making repairs to the same, and Landlord shall also have the right, during the final year of the Term, to make access available at all reasonable hours to prospective or existing purchasers or tenants of any part of the Property. When practical and in no case during an emergency, Landlord shall provide Tenant with prior written notice of any such entry and Tenant shall be permitted to have an employee of Tenant present. Landlord has no right to access Tenant's business files.

ARTICLE X

FIRE, EMINENT DOMAIN, ETC.

- 10.1 ABATEMENT OF RENT. If the Premises shall be damaged by fire or casualty, Basic Rent payable by Tenant shall abate proportionately for the period in which, by reason of such damage, there is substantial interference with Tenant's use of the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's use of all or a portion of the Premises, but such abatement or reduction shall end if and when Landlord shall have substantially restored the Premises (excluding any alterations, additions or improvements made by Tenant pursuant to Section 5.2) to the condition in which they were prior to such damage. If the Premises shall be affected by any exercise of the power of eminent domain, Basic Rent payable by Tenant shall be justly and equitably abated and reduced according to the nature and extent of the loss of use thereof suffered by Tenant. In no event shall Landlord have any liability for damages to Tenant for inconvenience, annoyance, or interruption of business arising from such fire, casualty or eminent domain. Nothing herein shall prevent Tenant from bringing a separate action arising out of eminent domain for payment of Tenant's moving costs and unamortized leasehold improvement.
- 10.2 LANDLORD'S RIGHT OF TERMINATION. If the Premises or the Building are substantially damaged by fire or casualty (the term "substantially damaged" meaning damage of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within ninety (90) days from the time the repair work would commence), or if any part of the Building is taken by any exercise of the right of eminent domain, then Landlord or Tenant shall have the right to terminate this Lease by giving notice to the other of their election so to do within 90 days after the occurrence of such casualty or the effective date of such taking, whereupon this Lease shall terminate thirty (30) days after the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

10.3 **RESTORATION.** If this Lease shall not be terminated pursuant to Section 10.2, Landlord shall thereafter use due diligence to restore the Premises (excluding any alterations, additions or improvements made by Tenant) to proper condition for Tenant's use and occupation. If, for any reason, such restoration shall not be substantially completed within six months after the expiration of the 90-day period referred to in Section 10.2 (which six-month period may be extended for such periods of time as Landlord is prevented from proceeding with or completing such restoration for any cause beyond Landlord's reasonable control, but in no event for more than an additional three months), Tenant shall have the right to terminate this Lease by giving notice to Landlord thereof within (30) days after the expiration of such period (as so extended). Upon the giving of such notice, this Lease shall cease and come to an end without further liability or obligation on the part of either party unless, within such 30-day period, Landlord substantially completes such restoration. Such right of termination shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure so to complete such restoration.

10.4 **AWARD.** Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Property and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage or destruction, and by way of confirming the foregoing, Tenant excepting those awards made to tenant by law for its losses hereby grants and assigns, and covenants with Landlord to grant and assign to Landlord all rights to such damages or compensation. Nothing contained herein shall be construed to prevent Tenant from, at its sole cost and expense, prosecuting a separate condemnation proceeding with respect to a claim for the value of any of Tenant's Removable Property installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise, recoverable by Landlord from the taking authority.

ARTICLE XI

DEFAULT

11.1 **TENANT'S DEFAULT.** (a) If at any time subsequent to the date of this Lease any one or more of the following events (herein referred to as a "Default of Tenant") shall happen:

(i) Tenant shall fail to pay the Basic Rent or other sums payable as additional charges hereunder when due and such failure shall continue for 10 days after written notice from Landlord; or

(ii) Tenant shall neglect or fail to perform or observe any other covenant herein contained on Tenant's part to be performed or observed, or Tenant shall abandon the Premises (regardless whether the keys shall have been surrendered or the rent and all other sums due shall have been paid), and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure or if such failure is of such a nature that Tenant cannot reasonably remedy the same within thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity; or

(iii) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or

(iv) Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

(v) A petition shall be filed against Tenant in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive), or if any debtor in possession (whether or not Tenant) trustee, receiver or liquidator of Tenant or of all or a substantial part of its properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain for an aggregate of sixty (60) days (whether or not consecutive); or

(vi) If a Default of Tenant of the kind set forth in clauses (i) or (ii) above shall occur and if either (a) Tenant shall cure such Default within the applicable grace period or (b) Landlord shall, in its sole discretion, permit Tenant to cure such Default after the applicable grace period has expired, and an event which would constitute a similar Default if not cured within the applicable grace period shall occur more than three times within the next 365 days, whether or not such event is cured within the applicable grace period; then in any such case (1) if such Default of Tenant shall occur prior to the Commencement Date, this Lease shall ipso facto, and without further act on the part of Landlord, terminate, and (2)

if such Default of Tenant shall occur after the Commencement Date, Landlord may terminate this Lease by notice to Tenant, and thereupon this Lease shall come to an end as fully and completely as if such date were the date herein originally fixed or the expiration of the Term of this Lease, and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

(b) If this Lease shall be terminated as provided in this Article, or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the Premises shall be taken or occupied by someone other than Tenant, then Landlord may re-enter the Premises, by all lawful means, summary proceedings, ejectment or otherwise or otherwise, and remove and dispossess Tenant and all other persons and any and all property from the same, as if this Lease had not been made.

(c) In the event of any termination, Tenant shall pay the Basic Rent and other sums payable hereunder up to the time of such termination, and thereafter Tenant, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, the Basic Rent, Escalation Charges and other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any re-letting of the Premises, after deducting all expenses in connection with such re-letting, including without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, advertising expenses of employees, alteration costs and expenses of preparation for such re-letting. Tenant shall pay such current damages to Landlord monthly on the days which the Basic Rent would have been payable hereunder if this Lease had not been terminated.

(d) At any time after such termination, whether or not Landlord shall have collected any such current damages, as liquidated final damages and in lieu of all such current damages beyond the date of such demand, at landlord's election Tenant shall pay to Landlord an amount equal to the excess, if any, of the Basic Rent, Escalation Charges and other sums are hereinbefore provided which would be payable hereunder from the date of such demand (assuming that, for the purpose of this paragraph, annual payments by Tenant on account of Taxes, Utility Expenses and Operating Expense would be the same as the payment required for the immediately preceding operating or Tax Year) for what would be the then unexpired Term of this Lease if the same had remained in effect, over the then fair net rental value of the Premises for the same period.

(e) In the case of any Default by Tenant, re-entry, expiration and dispossession by summary proceeding or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the

period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent to the extent that Landlord considers advisable and reasonably necessary for the purpose of re-letting the Premises; Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the a premises are re-let, for failure to collect the rent under such re-letting. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

(f) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of readdress to which Landlord may at any time be entitled to lawfully, and Landlord may invoke any remedy (including the remedy of specific performance) allowed al law or in equity as if specific remedies were not herein provided for.

(g) All costs and expense incurred by or on behalf of Landlord (including, without limitation, reasonable attorneys' fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant.

- 11.2 **LANDLORD'S DEFAULT.** Landlord shall in no event be in default of the performance of any of Landlord's obligations hereunder unless and until Landlord shall have willfully failed to perform such obligation within a period of time customarily required to correct any such default, after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligations. Tenant shall have all rights and remedies available to it under applicable law.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- 12.1 **EXTRA HAZARDOUS USE.** Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of property or liability insurance on the Premises or of the Building above the standard rate applicable to premises being occupied for Permitted Uses; and Tenant further agrees that, in the event that Tenant shall do any of the foregoing, Tenant will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as an additional charge hereunder.
- 12.2 **WAIVER.** (a) Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Tenant or Landlord, respectively, or any of

the other's rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

(b) No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof.

12.3 COVENANT OF QUIET ENJOYMENT. Tenant, subject to the terms and provisions of this Lease, on payment of the Basic Rent and observing, keeping and performing all of the other terms and provisions of this Lease, Tenant's part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof, without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied including Landlord's exercise of Section 12.6 herein.

12.4 LANDLORD'S LIABILITY. (a) Tenant specifically agrees to look solely to Landlord's then equity interest in Property at the time owned, for recovery of any judgment from Landlord; it being specifically agreed that Landlord (original or successor) shall never have any additional liability for any such judgment, or for the payment of any monetary obligation to Tenant. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successor in interest, or to take any action not involving the personal liability of Landlord (original or successor) to respond in monetary damages from Landlord's assets other than Landlord's equity interest in the Property.

(b) With respect to any services or utilities to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by Force Majeure, strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or Tenant's servants, agents, employees, licensees or any person claiming by, through or under Tenant; nor shall any such failure give rise to any claim in Tenant's favor that Tenant has been evicted, either constructively or actually, partially or wholly.

(c) In no event shall Landlord ever be liable to Tenant for any loss of business or any other indirect or consequential damages suffered by Tenant from whatever cause.

(d) With respect to any repairs or restoration which are required or permitted to be made by Landlord, the same may reasonably be made during normal business hours after giving Tenant 5 days prior notice and Landlord, except for its gross negligence or willful act or omission, shall have no liability for damages to Tenant for inconvenience, annoyance or interruption of business arising therefrom.

12.5 ASSIGNMENT OF RENTS AND TRANSFER OF TITLE. (a) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, unless such holder shall, by notice sent to Tenant, specifically otherwise elect and that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

(b) In no event shall the acquisition of Landlord's interest in the Property by a purchaser which, simultaneously therewith, leases Landlord's entire interest in the Property back to the seller thereof be treated as an assumption by operation of law of otherwise, of Landlord's obligation hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to any such sale or lease. For all purposes, in case of a sale or lease to another party, such party and its successors in title, shall become the Landlord hereunder.

(c) Except as provided in paragraph (b) of this Section, in the event of any transfer of title to the Property by Landlord, Landlord shall thereafter be entirely freed and relieve from the performance and observance of all covenants and obligations hereunder.

12.6 RULES AND REGULATIONS. Tenant shall abide by such reasonable rules and regulations from time to time established by Landlord, it being agreed that such reasonable rules and regulations will be established and applied by Landlord in a non-discriminatory fashion, such that all rules and regulations shall be generally applicable to other tenants of the Building of similar nature of the Tenant named herein. Landlord agrees to use reasonable efforts to insure that any such rules and regulations are uniformly enforced, but Landlord shall not be liable to Tenant for violation of the same by any other tenant or occupant of the Building, or

persons having business with them. In the event that there shall be any conflict between such rules and regulations and the provisions of this Lease, the provisions of this Lease shall control.

12.7 INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by Law.

12.8 PROVISIONS BINDING, ETC. Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and assigns. Each time and each provision of this Lease to be performed by Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by those provisions of Article VI hereof.

12.9 NO RECORDING. Tenant agrees not to record this Lease or any notice thereof without the Landlord's prior written consent.

12.10 NOTICES. Whenever, by the terms of this Lease, notices, consents or approvals shall or may be given either to Landlord or to Tenant, such notices, consents or approvals shall (except as otherwise expressly set forth in this Lease) be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid:

If intended for Landlord, addressed to Landlord at Landlord's Original Address (or to such other address as may from time to time hereafter be designated by Landlord by like notice), with copies to Office of the City Attorney and the Director of Public Facilities.

If intended for Tenant, addressed to Tenant at Tenant's Original Address (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice)

All such notices shall be effective when deposited in the United States Mail within the Continental United States, provided that the same are received in ordinary course at the address to which the same were sent.

12.11 WHEN LEASE BECOMES BINDING. The submission of this document for examination and negotiation does not constitute an offer to lease, or a

reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto, this Lease may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

- 12.12 PARAGRAPH HEADINGS.** The paragraph heading throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Lease.
- 12.13 RIGHTS OF MORTGAGEE OR GROUND LESSOR.** This Lease shall be subordinate to any mortgage or ground lease from time to time encumbering the Premises, whether executed and delivered prior to or subsequent to the date of this Lease. If the holder of such mortgage or ground lease shall so elect. If this Lease is subordinate to any mortgage or ground lease and the holder thereof (or successor) shall succeed to the interest of Landlord, at the election of such holder (or successor) Tenant should attorn to such holder and this Lease shall continue in full force and effect between such holder (or successor) and Tenant. Tenant agrees to execute such Instruments of subordination or attornment in confirmation of the foregoing agreement as such holder may request. Landlord agrees to use best efforts to obtain from any existing mortgagee or ground lessor a non-disturbance agreement and shall obtain such non-disturbance agreements from all future mortgagees and ground lessors protecting to the extent possible Tenant's leasehold interest.
- 12.14 STATUS REPORT.** Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgages, ground lessors or the like, the then current status of performance hereunder, either party, on the request of the other made from time to time, will promptly furnish to Landlord, or the holder of any mortgage or ground lease encumbering the Premises, or to Tenant, as the case may be, a statement of the status of any matter pertaining to this Lease, including, without limitation, acknowledgement that (or the extent to which) each party is in compliance with its obligations under the terms of this Lease.
- 12.15 REMEDYING DEFAULTS.** Landlord shall have the right, but shall not be required, to pay such sums or to do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord all such sums.

- 12.16 HOLDING OVER.** Any holding over by Tenant after a date four (4) months after the expiration of the Term of this Lease shall be treated as a daily tenancy a sufferance at a rate equal to the then fair rental value of the Premises but in no event less than 110% of Basic Rent. Tenant shall also pay to Landlord all damages, direct and/or indirect (including any loss of a tenant or rental income), sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable. Prior to said four (4) month period, such holding over shall be treated as an extension of the Lease for such period under all of the terms and conditions, including Basic Rent, set forth in the Lease.
- 12.17 WAIVER OF SUBROGATION.** Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from reasonable insurance companies doing business in the locality in which the Property is located (even though extra premium may result therefrom) Landlord and Tenant mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other, and they further mutually agree that, with respect to any damage to property, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid in respect thereto.
- 12.18 SURRENDER OF PREMISES.** Upon the expiration or earlier termination of the Term of this Lease, Tenant shall peacefully quit and surrender to Landlord the Premises in neat and clean condition and in good order, condition and repair, together with all alterations, additions and improvements which may have been made or installed in, on or to the Premises prior to or during the Term of this Lease, excepting only ordinary wear and use and damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair and restoration. Tenant shall remove all of Tenant's Removable Property; and shall repair any damage to the Premises or the Building caused by such removal. Any Tenant's Removable Property which shall remain in the Building or on the Premise after the expiration or termination of the Term of this lease shall be deemed conclusively to have been abandoned, and either may be retained by Landlord as its property to have been abandoned, and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit, at Tenant's sole cost and expense.
- 12.19 BROKERAGE.** Tenant warrants and represents that Tenant has dealt with no broker in connection with the consummation of this Lease and, in the event of any brokerage claims against Landlord predicated upon prior dealings with Tenant, Tenant agrees to defend the same and indemnify Landlord against any such claim (except any claim by the Broker). Landlord warrants and represents that Landlord has dealt with no broker in connection with the consummation of the Lease and, in the event of any brokerage claims against Tenant predicated

upon prior dealings with Landlord, Landlord agrees to defend the same and indemnify Tenant against any such claim.

12.20 HAZARDOUS MATERIALS. The parties shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of any biologically or chemically active or other Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Property or the Premises. The parties shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought into the property and such Hazardous Materials except for use in the ordinary course of business, and then only after written notice is given to the other party of the identity of such Hazardous Materials. Hazardous Materials shall include, without limitation, any material or substance which (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous waste" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. SS 1251 et seq. (33 U.S.C. SS 1321) or listed pursuant to SS307 of the Federal Water Pollution Control Act (33 U.S.C. SS 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the resource Conservation and Recovery Act, 42 U.S.C. SS 6901 et seq. (42 U.S.C. SS 6903), (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. SS 9601 et seq. (42 U.S.C. SS 9601), as amended, or (vi) defined as "oil" or a "hazardous waste", a "hazardous substance", a "hazardous material" or a "toxic material" under any other law, rule or regulation applicable to the Property, including, without limitation, Chapters, 445 and 446 K of the Connecticut General Statutes, as amended. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be paid by the responsible party. Landlord represents that to the best of its knowledge, there are no Hazardous Substances currently on the Property. In addition, Tenant shall execute affidavits, representations and the like, from time to time, at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. In all events, each party shall indemnify and save the other party harmless from any release or threat of release or the presence or existence of Hazardous Materials on the Premises. The within covenants and indemnity shall survive the expiration or earlier termination of the Term of this Lease. Landlord expressly reserves the right to enter the Premises to perform regular inspections. Landlord hereby acknowledges that in the event friable asbestos or other Hazardous Materials are discovered in the Premises (and not brought in or upon the Premises by Tenant) Landlord shall perform such work at Landlord's sole cost and expense as may be necessary to remove or encapsulate such friable asbestos or other Hazardous Materials in accordance with applicable law. Landlord will provide Tenant with seven (7) days prior written notice before performing such work.

12.21 **GOVERNING LAW.** This Lease shall be governed exclusively by the provisions hereof and by the law of the State of Connecticut, as the same may from time to time exist.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of March, 2008.

TENANT:
Downtown Cabaret Theatre Company of Bridgeport, Inc.

Handwritten signature

By: Thom Hillman
EXECUTIVE PRODUCER

LANDLORD:
City of Bridgeport

Handwritten signature
Shurley C. Lazarus

BY: Bill

SHURLEY C. LAZARUS
NOTARY PUBLIC
My Commission Expires Nov. 30, 2010

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

} ss. Bridgeport

On this the 4th day of March, 2008 personally appeared Bill Finch, the Mayor of the City of Bridgeport, Connecticut, a municipal corporation, signer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of the City of Bridgeport before me.

IN WITNESS WHEREOF, I hereunto set my hand.

Shurley C. Lazarus
NOTARY PUBLIC

SHURLEY C. LAZARUS
NOTARY PUBLIC
My Commission Expires Nov. 30, 2010