

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, SEPTEMBER 17, 2012**

7:00 p.m.

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

**ADDED:**

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 145-11** Communication from City Attorney re: Proposed Loan Agreement with State of Connecticut Department of Education, **FOR IMMEDIATE CONSIDERATION.**

AGENDA  
CITY COUNCIL MEETING  
MONDAY, SEPTEMBER 17, 2012

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

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: August 6, 2012

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 141-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Ashley Santiago, PPA, referred to Miscellaneous Matters Committee.
- 142-11** Communication from OPED re: Disposition of City Owned Properties to Habitat for Humanity and Request for a Public Hearing Ordered concerning the same, referred to Economic and Community Development and Environment Committee.
- 143-11** Communication from City Attorney re: Proposed Amendments to the Municipal Code of Ordinances, amend to add new Chapter Disability Pension Benefits Police and Fire, referred to Ordinance Committee.

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 144-11** Communication from Public Facilities re: Proposed Agreement with Clean Energy Finance and Investment Authority regarding Commercial Property Clean Energy ("C-PACE") Program, **FOR IMMEDIATE CONSIDERATION.**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*99-11** Contracts Committee Report re: Agreement with Bridgeport City Supervisor's Association (BCSA) regarding their bargaining unit contract for the period of July 1, 2003 to June 30, 2004 and July 1, 2004 to June 30, 2008.
- \*106-11** Contracts Committee Report re: Agreement with New England Health Care Employees Union, Local 1199 (Nurses) concerning their bargaining unit contract.

- \*125-11**      Contracts Committee Report re: Agreement with Fairfield County Building Trades for the period of July 31, 2011 to July 31, 2015 regarding their bargaining unit contract.

**MATTERS TO BE ACTED UPON:**

- 127-11**      Contracts Committee Report re: Real Property Purchase Agreement with 125 Access Road, LLC.

**CITY of BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, SEPTEMBER 17, 2012  
6:30 PM**

Council President McCarthy called the public speaking session to order at 6:56 pm.  
No roll call was taken.

Council President McCarthy asked if there was anyone present to speak –*called three times*

He stated that no speakers signed up in the city clerk's office or tonight to speak.

Hearing none, the public speaking session was closed.

The public speaking session closed at 6:57 pm.

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**CITY of BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, SEPTEMBER 17, 2012**  
**7:00 PM**  
**City Council Chambers, City Hall - 45 Lyon Terrace**  
**Bridgeport, Connecticut**

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Taylor-Moye, Olson, Brantley, T. McCarthy, Vizzo-Paniccia, Bonney, Blunt, dePara, Paoletto, Curwen, Baker, Holloway

**ABSENT:** Council members: Colon, Austin, Lyons, Silva, Ayala

Mayor Finch called the meeting to order at 7:10 pm.

Prayer - the prayer was offered by Council member Blunt.

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

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

Moment of Silence – Council President McCarthy requested a moment of silence for Council member Austin’s brother who passed away.

Council President McCarthy called for a caucus at 7:15 pm.

The caucus ended at 7:30 pm.

Mayor Finch reconvened the meeting at 7:35 pm.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: August 6, 2012

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**
- \*\* COUNCIL MEMBER M. McCARTHY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 141-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Ashley Santiago, PPA, referred to Miscellaneous Matters Committee.
  
- 142-11** Communication from OPED re: Disposition of City Owned Properties to Habitat for Humanity and Request for a Public Hearing Ordered concerning the same, referred to Economic and Community Development and Environment Committee.
  
- 143-11** Communication from City Attorney re: Proposed Amendments to the Municipal Code of Ordinances, amend to add new Chapter Disability Pension Benefits Police and Fire, referred to Ordinance Committee.
  - \*\* COUNCIL MEMBER T. McCARTHY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**
  - \*\* COUNCIL MEMBER BRANTLEY SECONDED**
  - \*\* MOTION PASSED UNANIMOUSLY**

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 144-11** Communication from Public Facilities re: Proposed Agreement with Clean Energy Finance and Investment Authority regarding Commercial Property Clean Energy ("C-PACE") Program, **FOR IMMEDIATE CONSIDERATION.**

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**COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
COUNCIL MEMBER T. McCARTHY SECONDED**

Council member Holloway stated that after reading the resolution, a meeting was held on July 16. He asked if someone could address the council with additional information.

Ted Graybarz addressed the city council and stated that a series of meetings took place. They found out about the program in early July and they were told that as part of the program, they were trying to change it to a more local level. He said he initially thought that if they could get Bridgeport to be the first community involved with the program, it would be benefit. However, he found out within the last two weeks that Norwalk and Stamford are also involved in the program. He explained that the program will allow the city to be the benefactor from the state to aid economic development in the city without any financial risk.

Council member Holloway recalled that in the past, he had an issue with items being added to the agenda for immediate consideration; however, he said he read the information and he didn't have a problem with the item being on the agenda.

**\*\* MOTION PASSED UNANIMOUSLY**

Mayor Finch added that due to the Ted Graybarz's hard work, the city has received a lot of recognition. In addition, due to Bill Clinton's idea, the money will be made available to the city which will help spur businesses and jobs.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

*There were no items requested to be removed from the consent calendar.*

*The city clerk read the items into the record.*

**\*99-11** Contracts Committee Report re: Agreement with Bridgeport City Supervisor's Association (BCSA) regarding their bargaining unit contract for the period of July 1, 2003 to June 30, 2004 and July 1, 2004 to June 30, 2008.

**\*106-11** Contracts Committee Report re: Agreement with New England Health Care Employees Union, Local 1199 (Nurses) concerning their bargaining unit contract.

**\*125-11** Contracts Committee Report re: Agreement with Fairfield County Building Trades for the period of July 31, 2011 to July 31, 2015 regarding their bargaining unit contract.

- \*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**
- \*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED**
- \*\* MOTION PASSED WITH FIFTEEN VOTES IN FAVOR FOR ITEMS \*106-11 and \*125-11**
- and MOTION PASSED WITH FOURTEEN VOTES IN FAVOR FOR ITEM 99-11 AND ONE ABSTENTION (COUNCIL MEMBER HOLLOWAY)**

**MATTERS TO BE ACTED UPON:**

**127-11**        Contracts Committee Report re: Real Property Purchase Agreement with 125 Access Road, LLC.

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
- \*\* COUNCIL MEMBER T. McCARTHY SECONDED**

Council member Brannelly requested to schedule a public hearing on October 1, 2012 for the items approved

- \*\* MOTION AMENDED TO SCHEDULE A PUBLIC HEARING ON OCTOBER 1, 2012**

- \*\* MOTION PASSED UNANIMOUSLY**

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO RESCIND THE MOTION**
- \*\* COUNCIL MEMBER T. McCARTHY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

- \*\* COUNCIL MEMBER BRANNELLY MOVED TO SCHEDULE A PUBLIC HEARING ON OCTOBER 1, 2012 BEFORE THE FULL CITY COUNCIL**
- \*\* COUNCIL MEMBER BRANTELY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

- \*\* COUNCIL MEMBER BRANNELLY MOVED TO TABLE ITEM 127-11 BEFORE THE FULL CITY COUNCIL**
- \*\* COUNCIL MEMBER BRANTLEY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

**ADDED:**

**ITEMS FOR IMMEDIATE CONSIDERATION:**

**145-11** Communication from City Attorney re: Proposed Loan Agreement with State of Connecticut Department of Education, **FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER OLSON MOVED TO APPROVE  
\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

Superintendent Paul Vallas gave a brief presentation related to the item. He said there was a great opening to the school year. He gave some details about the forgivable loan agreement with the state regarding the allocation of \$3.5 million in the form of a forgivable loan. He explained that loan will be based on certain conditions that will center around the following:

- Local elected school board. He commented that they want to weigh in on the quality of the candidates.
- Achievement District. He commented that they have to submit certain comprehensive performance plans and all the districts that receive money are part of the plan. He said Bridgeport's plan was approved and made part of the Achievement District (based on academic accountability).
- Financial Accountability. He commented that they want access to the finances to ensure that they have a solid plan and they will now be able to view on-line where the Board of Education money is going, this resulted in establishing transparency budgeting.

Superintendent Vallas clarified that what the state was demanding in no way deviates from the plan that the BOE has put together over the past six months. He further relayed some of the projects planned for school improvements. Overall, he stated that he was comfortable with the proposal and there haven't been any surprises. He thanked the city council for their support and for providing the necessary additional funding.

Council member Curwen mentioned the \$1 million deficit. He questioned if they reach the three conditions, has the documentation already been provided to the state. Superintendent Vallas replied yes. He said they submitted financial and academic plans ahead of time as justification for receiving the loan.

Council member Curwen asked if the repayment schedule would come with benchmarks and if there are existing conditions that apply for years two and three. Superintendent Vallas stated that in laying out the 5-year plan; as part of the Achievement District, the plan has all the benchmarks needed to comply. He said it's a comprehensive plan for the

next five years and the state commissioner would ensure that they are in compliance and he will be the person that lays out the benchmarks.

Council member Curwen questioned how this will affect the charter revision if the Mayor gets to select the Board of Education members; he wanted to know if it would affect the loan agreement. Mayor Finch said he didn't think it would affect the loan agreement. He clarified that the BOE board will be nominated by qualification and approved by the city council.

Superintendent Vallas clarified that the BOE is obligated to repay the loan out of their budget, so they will have to comply.

Mayor Finch relayed that it will be crucial to continue on the path of reform to do the right thing for the kids.

Council member dePara asked if the city or the BOE would receive advance notice of partial funding. Superintendent Vallas said he wasn't sure but he would find out.

Council member dePara asked if there was any repayment schedule drafted. Superintendent Vallas said they were working to set aside funds and if they aren't successful raising the amount anticipated, the goal is to build a reserve of \$1 to 2 million to cover the payments if necessary.

Council member dePara asked Superintendent Vallas to submit the information back to Council President McCarthy when it's available. Superintendent Vallas agreed he would.

**\*\* MOTION PASSED WITH THIRTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITON (COUNCIL MEMBERS: BAKER and BRANTLEY)**

New business:

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA  
\*\* COUNCIL MEMBER M. McCARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO APPROVE ITEM 128-11 RESOLUTION TO ENTER INTO A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION TO PURSUE A RUNWAY SAFETY AREA AT THE END OF THE AIRPORT'S RUNWAY 6/24  
\*\* COUNCIL MEMBER CURWEN SECONDED**

Council member Olson stated that he would like more information before voting on the item.

Mayor Finch stated that by the year 2015, all airports have to implement EMASS. He further explained that the runway will stay where it is, but it will be extended 200 ft. to 300 ft. to mitigate safety.

**\*\* MOTION PASSED UNANIMOUSLY**

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

**\*\* COUNCIL MEMBER PAOLETTO SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO APPROVE ITEM 134-11 GRANT SUBMISSION: RE: STATE DEPARTMENT OF SOCIAL SERVICES FOR 2007-2013 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM GRANT (SNAP)**

**\*\* COUNCIL MEMBER CURWEN SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER dePARA MOVED TO SUSPEND THE RULES FOR THE PUROSE OF ADDING THREE (3) ITEMS TO THE AGENDA**

**\*\* COUNCIL MEMBER CURWEN SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER dePARA MOVED TO COMBINE AND APPROVE THREE (3) ITEMS AS AMENDED 131-11; 132-11 AND 133-11 MODIFICATION TO THE FY 2013-2017 FIVE YEAR CAPITAL PLAN CONCERNING CITY PROJECTS**

**\*\* COUNCIL MEMBER BRANNELLY SECONDED**

Council member Baker asked why they were putting so much money into the airport.

Council member T. McCarthy stated that he sits on the Airport Commission. He explained that the runway needs to be repaved and the FAA (Federal Aviation Association) won't pay for it. He further explained that if it's not repaved, the less traffic the airport will see. And when the safety zone goes in, take-offs and landings will advance; additionally, when the quality of the runway advances, then they will draw more people to the airport. He clarified that the airport has never made a profit and the project will allow a safer runway and landing and this will ultimately attract more people and revenue.

Council member Brantley echoed Council member McCarthy, noting that the safety issue is very important.

**\*\* MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER BAKER)**

Other business:

Council member dePara relayed that the following information was distributed to the council member's seat:

- Budget booklet
- Current financial reports

He stated that if questions arise, they should contact the committee co-chairs.

Mayor Finch announced that Council member Paoletto would act as a representative to the Homeland Security Advisory Board.

### ADJOURNMENT

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN  
\*\* COUNCIL MEMBER BRANNELLY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:30 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  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS  
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COMM. #141-11 Referred to Miscellaneous Matters Committee on  
09/17/2012

September 5, 2012

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

**Re: Proposed Settlement of Pending Litigation in the Matter of Ashley Santiago, PPA**

Dear Councilpersons:

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

| <u>Plaintiff</u>                         | <u>Nature of Claim</u> | <u>Plaintiff's Attorney</u> | <u>Consideration</u> |
|--|------------------------|-----------------------------|----------------------|
| Santiago, Ashley,<br>PPA Santiago, Maria | Personal Injury        | Carter Mario                | \$30,000.00          |

Kindly place this matter on the agenda for the City Council meeting on September 17, 2012, for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

cc: Fleeta C. Hudson, City Clerk  
Kim Laue

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City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
MARGARET E. MORTON GOVERNMENT CENTER  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

DAVID M. KOORIS  
Director

COMM. #142-11 Referred to ECD&E Committee on 09/17/2012

City Clerk  
45 Lyons Terrace  
Bridgeport, CT 06605

September 05, 2012

**Re: A Resolution concerning City Owned Property Disposition to Habitat for Humanity and Ordering a Public Hearing relative to the same**

Dear City Clerk:

It is my understanding that the City of Bridgeport has agreed to dispose of seventeen (17) city-owned parcels to Habitat for Humanity of Coastal Fairfield County. These seventeen parcels are currently all vacant residential lots of varying sizes and identified as follows:

|     |                     |                |          |      |
|-----|---------------------|----------------|----------|------|
| 1.  | 148-154 Laurel Ave. | Vacant Res Lot | 1132-27  | Sell |
| 2.  | 983 Kossuth St.     | Vacant Res Lot | 1622-09  | Sell |
| 3.  | 560 Bishop Ave.     | Vacant Res Lot | 1836-19A | Sell |
| 4.  | 526-528 Norman Ave. | Vacant Res Lot | 1132-14  | Sell |
| 5.  | 71 Whitney Ave.     | Vacant Res Lot | 2103-22  | Sell |
| 6.  | 860 Platt St.       | Vacant Res Lot | 2422-17  | Sell |
| 7.  | 751-757 Kossuth St. | Vacant Res Lot | 1644-07  | Sell |
| 8.  | 1023 Reservoir Ave. | Vacant Res Lot | 2744-14A | Sell |
| 9.  | 1856 Stratford Ave. | Vacant Res Lot | 0643-01  | Sell |
| 10. | 117 Princeton St.   | Vacant Res Lot | 0235-32  | Sell |
| 11. | 708-710 Shelton St. | Vacant Res Lot | 1743-21  | Sell |
| 12. | 31 Clifton Pl.      | Vacant Res Lot | 2739-18A | Sell |
| 13. | 548 Gregory Street. | Vacant Res Lot | 0405-05  | Sell |
| 14. | 196 East Ave.       | Vacant Res Lot | 1834-02  | Sell |
| 15. | 206 East Ave.       | Vacant Res Lot | 1834-01  | Sell |
| 16. | 848 Maplewood Ave.  | Vacant Res Lot | 1208-01  | Sell |
| 17. | 1752 Barnum Ave.    | Vacant Res Lot | 1834-46  | Sell |

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CITY CLERK'S OFFICE  
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Attached, please find individual parcel locator maps and parcel data sheets for all of these disposition parcels, and a resolution to effectuate the sale that requires Council approval.

The purpose of this is to authorize the Office of Planning and Economic Development to transfer these properties to Habitat for Humanity, consistent with their mutual agreement. All parcels are being offered for sale in an "as is/where is" condition and will remain in their current land use classification as part of this sale. Any changes sought for infill housing purposes is fully supported by the City. Currently Habitat for Humanity plans to develop single family affordable homes on these sites.

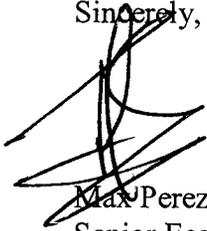
Since there is a requirement that a Public Hearing be conducted by the Legislative body of the City of Bridgeport prior to any vote to approve or disapprove the sale, disposition or transfer of real property owned by the municipality; and since the City Clerk shall cause notice of such public hearing to be published in an newspaper of general circulation, and order the posting of the property in conformance with the City Ordinance and State Statute,

|     |                     |                |          |      |
|-----|---------------------|----------------|----------|------|
| 1.  | 148-154 Laurel Ave. | Vacant Res Lot | 1132-27  | Sell |
| 2.  | 983 Kossuth St.     | Vacant Res Lot | 1622-09  | Sell |
| 3.  | 560 Bishop Ave.     | Vacant Res Lot | 1836-19A | Sell |
| 4.  | 526-528 Norman Ave. | Vacant Res Lot | 1132-14  | Sell |
| 5.  | 71 Whitney Ave.     | Vacant Res Lot | 2103-22  | Sell |
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| 17. | 1752 Barnum Ave.    | Vacant Res Lot | 1834-46  | Sell |

I have attached a Resolution for your referral.

Thank You.

Sincerely,

A handwritten signature in black ink, appearing to read 'Max Perez', written over the word 'Sincerely,'.

Max Perez  
Senior Economic Development Associate

CC: Mayor Finch  
Andrew Nunn, CAO  
D. Eversley, Director OPED  
Edward Lavernoich, OPED  
Atty. R. Liskov, City Attorney

**WHEREAS**, over time, by foreclosure and other conveyances, a substantial amount of property has come to ownership of the City of Bridgeport, most of which is severely blighted and deteriorated or consists of vacant lots, both buildable and non-buildable, on properties that at one time or another have had accumulations of rubbish and debris, fire damage, building and fire code violations and the continuance of various neighborhood nuisances; and

**WHEREAS**, the City owns seventeen such properties as follows:

1. 148 Laurel Avenue 1132-27 Vacant Lot
2. 983 Kossuth St 1622-31 Vacant Lot
3. 560 Bishop Ave 1836-19A Vacant Lot
4. 526 Norman St 1132-14 Vacant Lot
5. 71 Whitney Ave 2103-22 Vacant Lot
6. 860 PLATT ST 2422-17 Vacant Lot
7. 751-757 Kossuth ST 1644-07 Vacant Lot
8. 1023 Reservoir Ave 2744-14A Vacant Lot
9. 1856 Stratford Ave 0643-01 Vacant Lot
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13. 548 Gregory St 0405-05 Vacant Lot
14. 196 East Ave 1834-02 Vacant Lot
15. 206 East Ave 1834-01 Vacant Lot
16. 848 Maplewood Ave 1208-11 Vacant Lot
17. 1752 Barnum Ave 1834-46 Vacant Lot

**WHEREAS**, The City proposes to transfer the seven above-listed properties to the Habitat for Humanity of Costal Fairfield County so that Habitat for Humanity may develop these properties as single family or two-family affordable homes; and

**WHEREAS**, all parcels are being offered for sale in “as is/where is” condition and will remain in their current land use and zoning classification as part of this sale, and will be subject to the City’s standard reverser clause to ensure that development of the sites takes place as per plans and within a reasonable time; and

**WHEREAS**, Habitat for Humanity of Costal Fairfield County is entering its 25th year and, has completed constructed of 136 houses in Bridgeport Property taxes paid by Habitat homeowners exceed \$450,000 per year and

**WHEREAS**, Habitat for Humanity will fund the development of these sites with privately raised funds and/or, in part, with funds to be provided by the Wheels in the Wood Foundation, the foundation will donate \$150,000, which will cover most, if not all of the cost of construction, and that have passed the WWF, mandated environmental checklist review, and then only for the development of homes affordable to people earning no more than 50% of the area's median income; and

**WHEREAS**, Selection as a Habitat homeowner is based on ability to repay a zero interest mortgage loan, the need to move out of substandard housing and the willingness to partner by investing 500 hours of sweat equity and

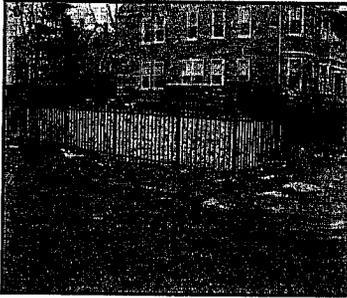
**WHEREAS**, Habitat brings together large numbers of volunteers, with diverse backgrounds, in a unified effort, to produce a highly beneficial, visible civic result; and

**SO, THEREFORE BE IT RESOLVED** that the City Council authorizes the transfer of the following seven properties to Habitat for Humanity of Costal Fairfield County for the total price of \$17.00 (Seventeen dollars and no cents):

18. 148 Laurel Avenue 1132-27 Vacant Lot
19. 983 Kossuth St 1622-31 Vacant Lot
20. 560 Bishop Ave 1836-19A Vacant Lot
21. 526 Norman St 1132-14 Vacant Lot
22. 71 Whitney Ave 2103-22 Vacant Lot
23. 860 PLATT ST 2422-17 Vacant Lot
24. 751-757 Kossuth ST 1644-07 Vacant Lot
25. 1023 Reservoir Ave 2744-14A Vacant Lot
26. 1856 Stratford Ave 0643-01 Vacant Lot
27. 117 Princeton ST 0235-32 Vacant Lot
28. 708-710 Shelton ST 1743-21 Vacant Lot
29. 31 Clifton PL 2739-18A Vacant Lot
30. 548 Gregory St 0405-05 Vacant Lot
31. 196 East Ave 1834-02 Vacant Lot
32. 206 East Ave 1834-01 Vacant Lot
33. 848 Maplewood Ave 1208-11 Vacant Lot
34. 1752 Barnum Ave 1834-46 Vacant Lot

**BE IT FURTHER RESOLVED** that the City Council authorizes the Mayor and/or the Director of OPED to execute any contracts or agreements, or to take any other such necessary actions consistent with and to effectuate the purposes of this resolution:

# 148 LAUREL AV #154



Click to enlarge

**MBLU :** 27/ 1132/ 27/ //  
**Location:** 148 LAUREL AV #154  
**Owner Name:** LAUREL AVENUE DEVELOPMENT LLC  
**Account Number:** RP-0126310



## Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 41,020         |
| <b>Total:</b> | <b>41,020</b>  |



## Owner of Record

LAUREL AVENUE DEVELOPMENT LLC



## Ownership History

| Owner Name                    | Book/Page | Sale Date  | Sale Price |
|-------------------------------|-----------|------------|------------|
| LAUREL AVENUE DEVELOPMENT LLC | 6876/ 162 | 3/14/2006  | 229,000    |
| SOGLIUZZI RINALDO             | 6744/ 138 | 12/15/2005 | 54,000     |
| 148-154 LAUREL AVE LLC        | 4201/ 155 | 9/9/1999   | 100,000    |
| EDWARDS LIVINGSTON            | 3801/ 327 | 10/27/1997 | -          |
| PARIS WILLIAM                 | 2959/ 51  | 12/10/1991 | 100,000    |



## Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



## Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.14 AC | RC   | 41,020         |



## Construction Detail

| Item  | Value       |
|-------|-------------|
| STYLE | Vacant Land |



### Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features [\(click here for a list of codes and descriptions\)](#)

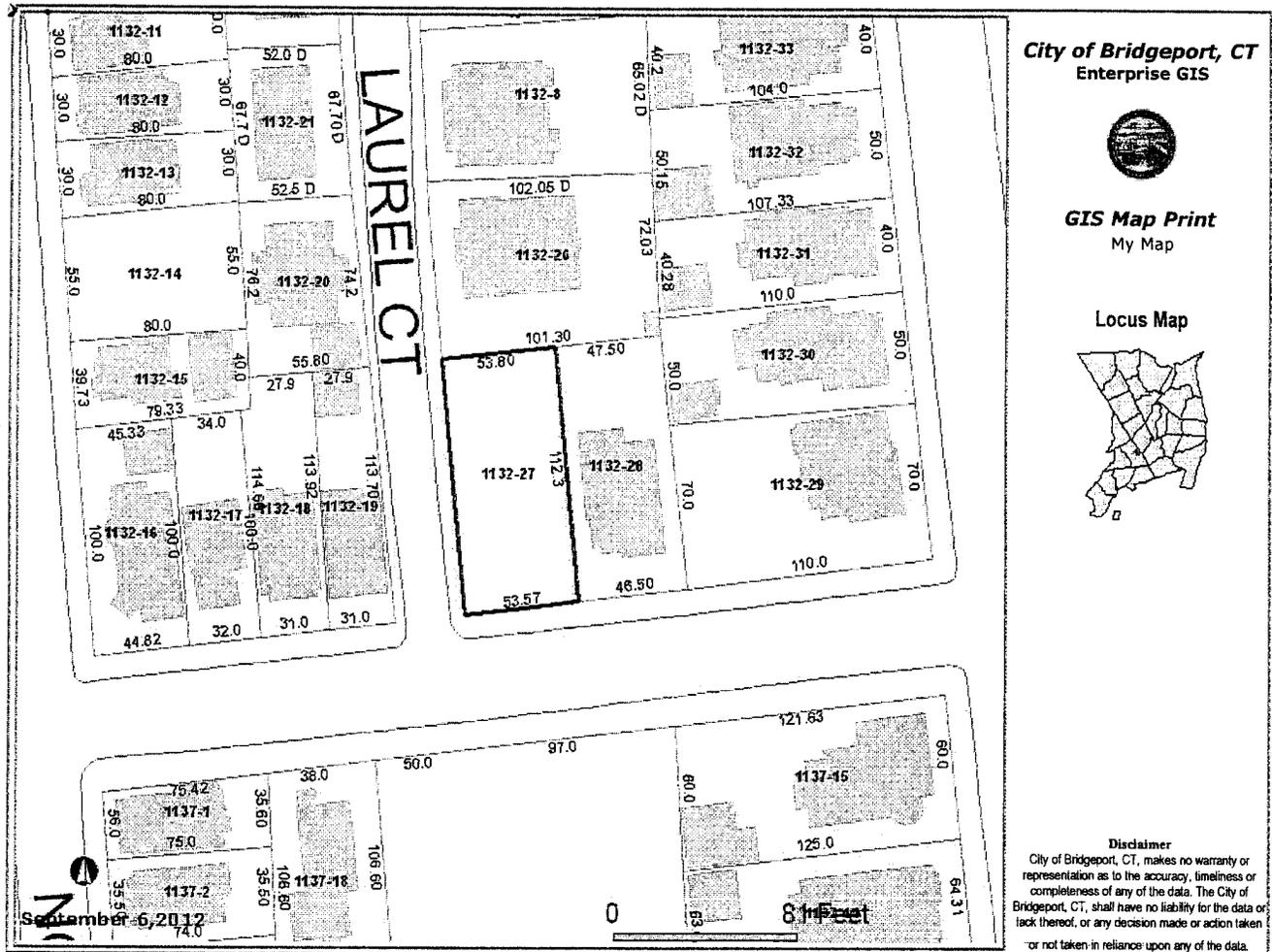
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



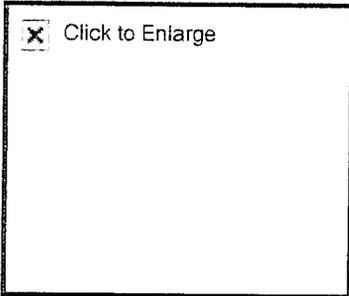
### Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by Vision Appraisal Technology



## 983 KOSSUTH ST #985



**MBLU :** 48/ 1622/ 9/ / /  
**Location:** 983 KOSSUTH ST #985  
**Owner Name:** MARTINEZ JOSE R  
**Account Number:** RM-0071470

Click to enlarge



### Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 25,470         |
| <b>Total:</b> | <b>25,470</b>  |



### Owner of Record

MARTINEZ JOSE R



### Ownership History

| Owner Name      | Book/Page | Sale Date | Sale Price |
|-----------------|-----------|-----------|------------|
| MARTINEZ JOSE R | 4297/ 135 | 2/8/2000  |            |



### Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



### Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.07 AC | RC   | 25,470         |



### Construction Detail

| Item  | Value       |
|-------|-------------|
| STYLE | Vacant Land |



## Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



## Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



## Extra Features [\(click here for a list of codes and descriptions\)](#)

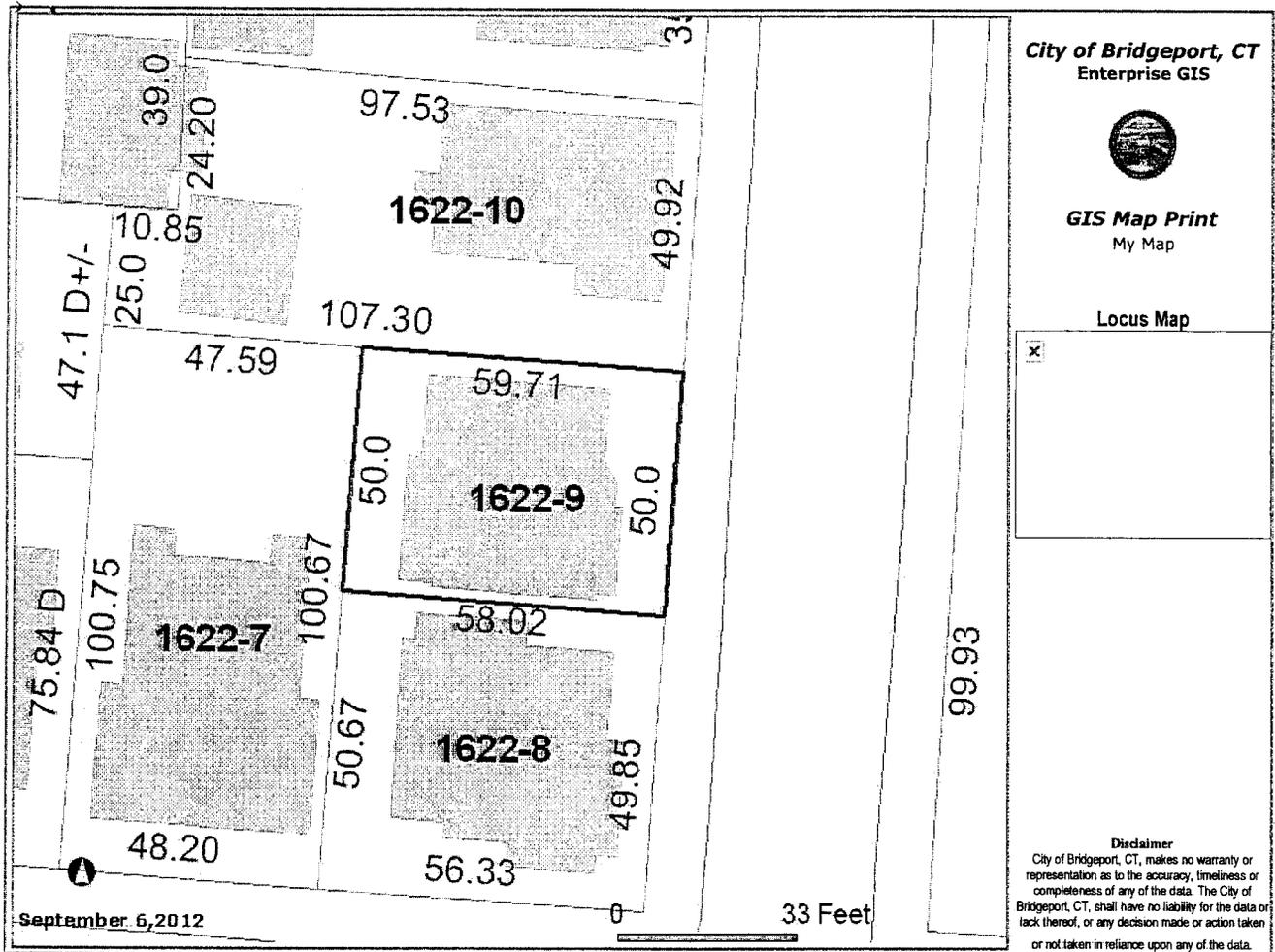
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



## Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

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## 560 BISHOP AV



Click to enlarge

**MBLU :** 50/ 1836/ 19/A / /  
**Location:** 560 BISHOP AV  
**Owner Name:** PERRY VINCENT  
**Account Number:** RP-0076730



### Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 3,630          |
| Land          | 32,590         |
| <b>Total:</b> | <b>36,220</b>  |



### Owner of Record

PERRY VINCENT



### Ownership History

| Owner Name    | Book/Page | Sale Date | Sale Price |
|---------------|-----------|-----------|------------|
| PERRY VINCENT | 3089/ 198 | 1/26/1993 |            |



### Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 116           | Res. Outbuilding     |



### Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.11 AC | RB   | 32,590         |



### Construction Detail

| Item  | Value       |
|-------|-------------|
| STYLE | Vacant Land |



### Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code | Description | Units  |
|------|-------------|--------|
| GAR1 | Garage      | 360 SF |



### Extra Features [\(click here for a list of codes and descriptions\)](#)

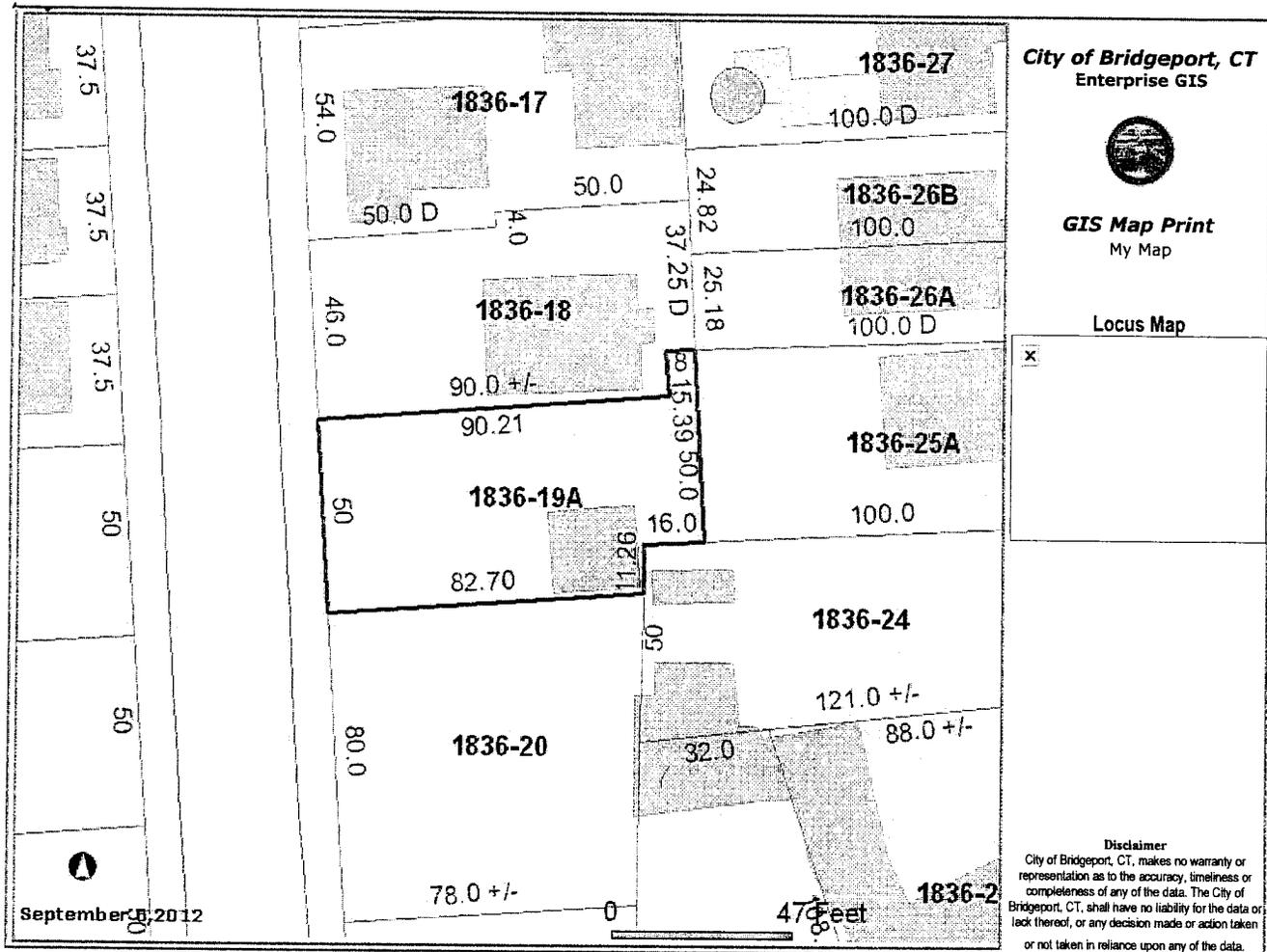
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



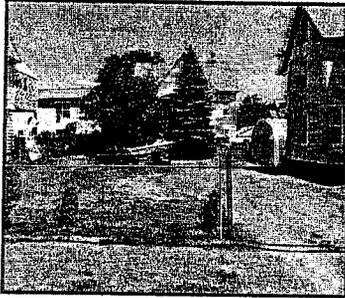
### Building Sketch [\(click here for a list of codes and descriptions\)](#)

**Vacant Land, No Sketch**

Online Database for Bridgeport, CT Powered by **Vision Appraisal Technology**



## 526 NORMAN ST #528



Click to enlarge

**MBLU :** 27/ 1132/ 14/ / /  
**Location:** 526 NORMAN ST #528  
**Owner Name:** RIVERA JOHNNY  
**Account Number:** RS-0022110



### Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 27,020         |
| <b>Total:</b> | <b>27,020</b>  |



### Owner of Record

RIVERA JOHNNY



### Ownership History

| Owner Name                     | Book/Page | Sale Date  | Sale Price |
|--------------------------------|-----------|------------|------------|
| RIVERA JOHNNY                  | 6200/ 37  | 1/10/2005  |            |
| SURIVAN PAUL & DANY            | 3639/ 273 | 11/20/1996 | 1!         |
| SOURIVANH KHAM & SOUNE         | 3382/ 146 | 3/29/1995  | 7!         |
| PARIS MARIE TRUSTEE BENEFIT OF | 3148/ 213 | 7/21/1993  |            |
| PARIS MARIE & ROBERT NERKOWSKI | 3071/ 96  | 12/3/1992  |            |



### Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



### Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.10 AC | RC   | 27,020         |



### Construction Detail

| Item  | Value       |
|-------|-------------|
| STYLE | Vacant Land |



### Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features [\(click here for a list of codes and descriptions\)](#)

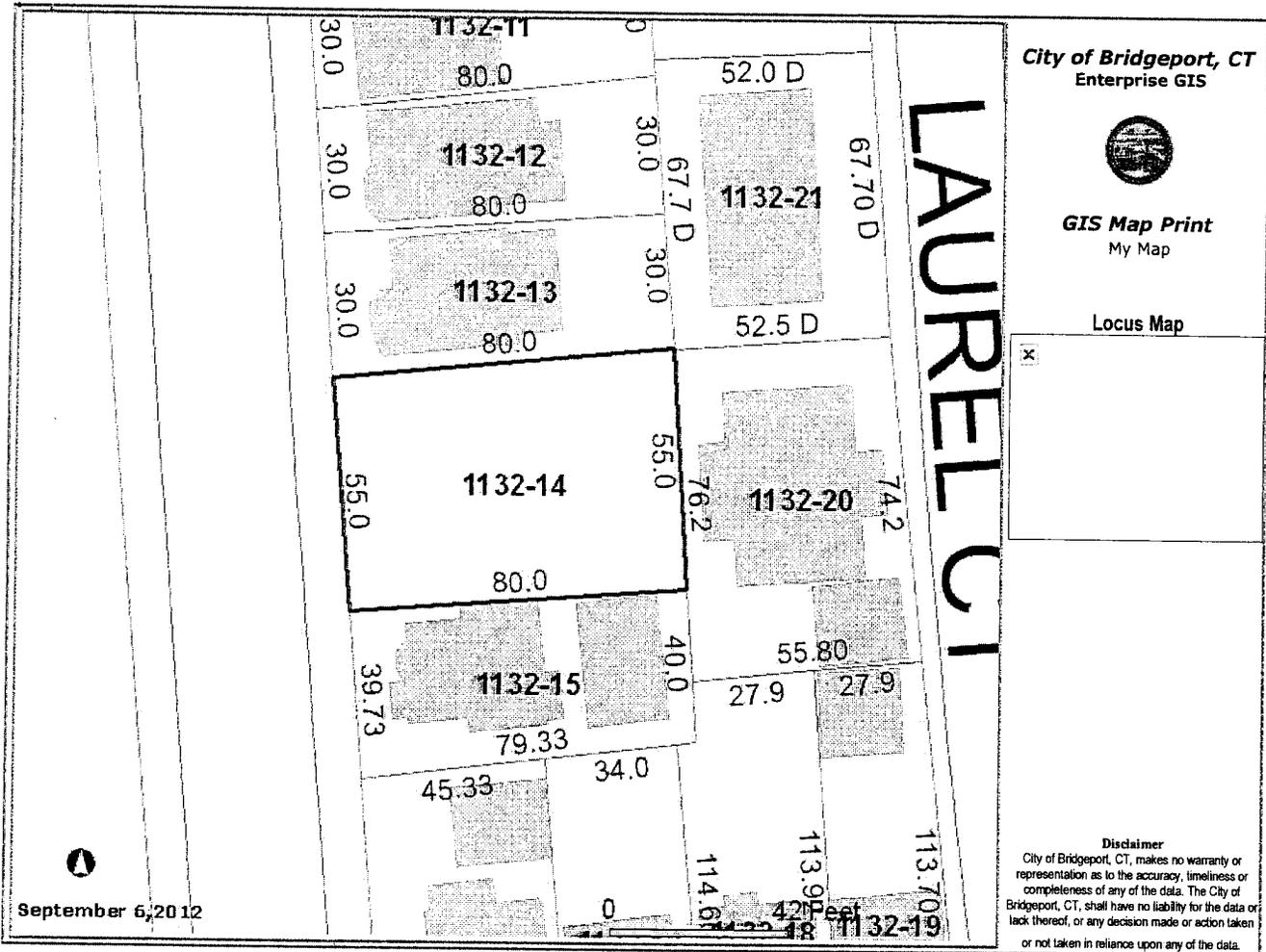
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



### Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

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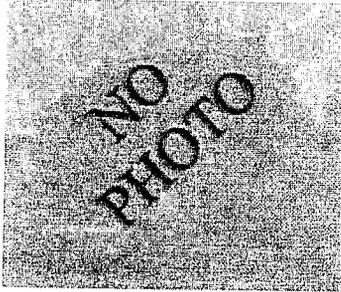
GIS Map Print  
My Map

Locus Map



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## 71 WHITNEY AV



**MBLU :** 53/ 2103/ 22/ //  
**Location:** 71 WHITNEY AV  
**Owner Name:** JOSEPH ULRICK  
**Account Number:** RP-0048005



### Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 39,950         |
| <b>Total:</b> | <b>39,950</b>  |



### Owner of Record

JOSEPH ULRICK



### Ownership History

| Owner Name                   | Book/Page | Sale Date | Sale Price |
|------------------------------|-----------|-----------|------------|
| JOSEPH ULRICK                | 7864/ 310 | 7/24/2008 | 50         |
| STATE OF CONNECTICUT HIGHWAY | 00/ 00    | 1/1/1901  |            |



### Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



### Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.18 AC | RBB  | 39,950         |



### Construction Detail

| Item  | Value       |
|-------|-------------|
| STYLE | Vacant Land |



### Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features [\(click here for a list of codes and descriptions\)](#)

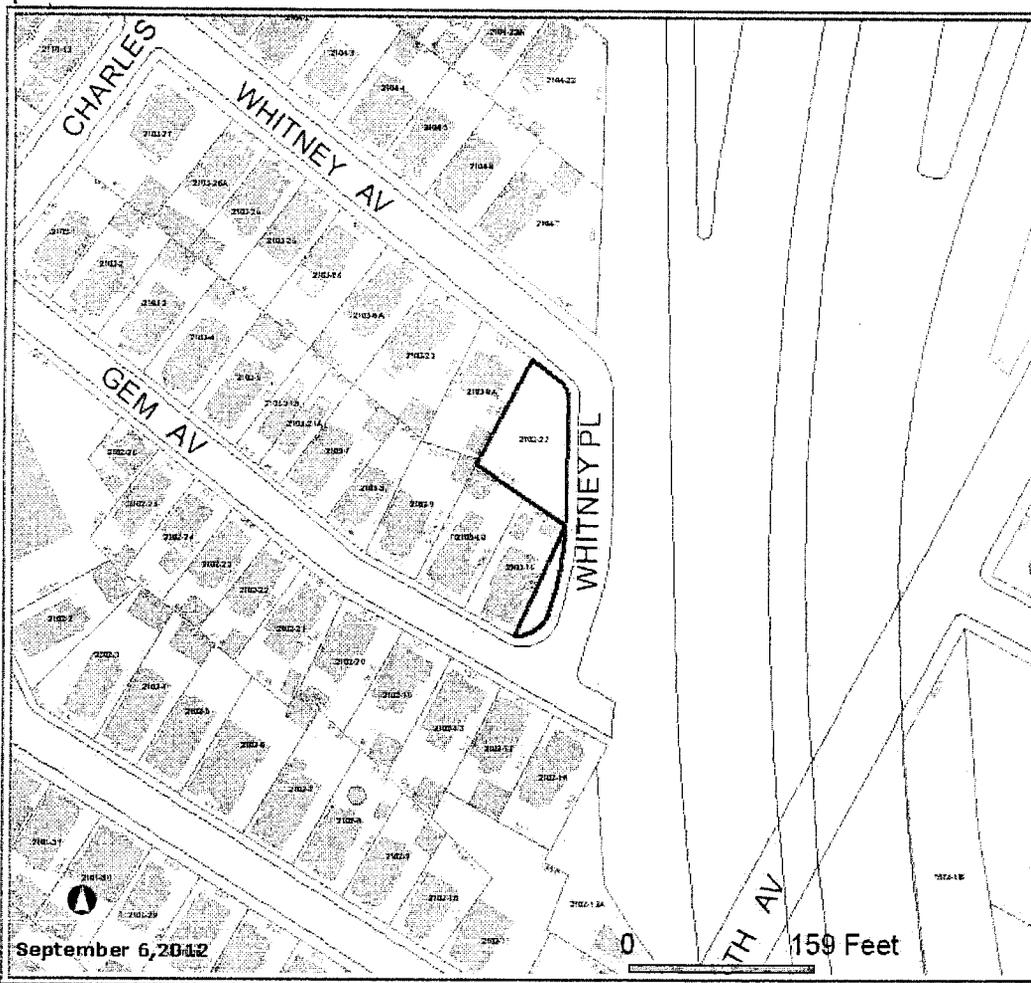
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



### Building Sketch [\(click here for a list of codes and descriptions\)](#)

**Vacant Land, No Sketch**

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September 6, 2012

0 159 Feet

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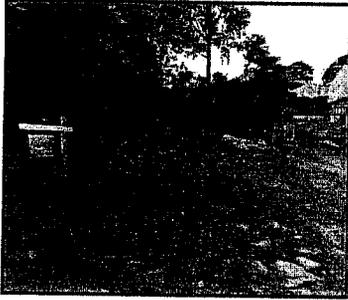
Locus Map



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# 860 PLATT ST



Click to enlarge

**MBLU :** 74/ 2422/ 17/ / /  
**Location:** 860 PLATT ST  
**Owner Name:** MYSTIC BUILDERS LLC  
**Account Number:** RG-0044600



## Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 41,980         |
| <b>Total:</b> | <b>41,980</b>  |



## Owner of Record

MYSTIC BUILDERS LLC



## Ownership History

| Owner Name             | Book/Page | Sale Date  | Sale Price |
|------------------------|-----------|------------|------------|
| MYSTIC BUILDERS LLC    | 6806/ 132 | 1/26/2006  |            |
| CATO ENRICO            | 4303/ 343 | 3/9/2000   | 150,000    |
| CUSTOM BUILT HOMES LLC | 4303/ 341 | 3/6/2000   |            |
| MILLER PAUL J          | 4010/ 185 | 10/27/1998 |            |
| MILLER DAVID A         | 3904/ 129 | 4/27/1998  |            |



## Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



## Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.17 AC | RA   | 41,980         |



## Construction Detail

|             |              |
|-------------|--------------|
| <b>Item</b> | <b>Value</b> |
| STYLE       | Vacant Land  |



### Building Valuation

|             |               |
|-------------|---------------|
| <b>Item</b> | <b>Value</b>  |
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings (click here for a list of codes and descriptions)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features (click here for a list of codes and descriptions)

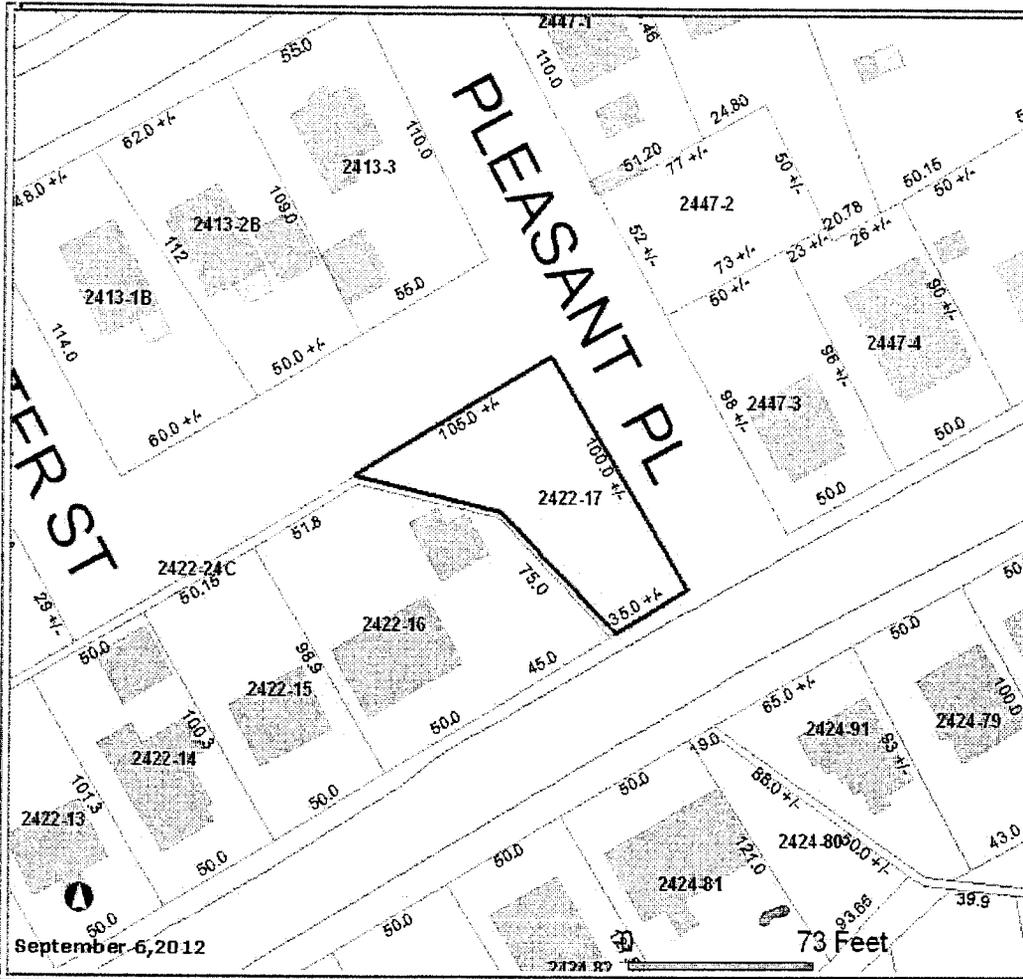
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



### Building Sketch (click here for a list of codes and descriptions)

**Vacant Land, No Sketch**

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September 6, 2012

73 Feet

City of Bridgeport, CT  
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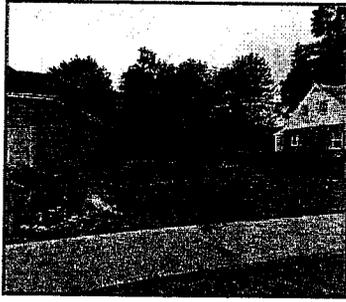
GIS Map Print  
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# 751 KOSSUTH ST



Click to enlarge

MBLU : 48/ 1644/ 7/ / /  
 Location: 751 KOSSUTH ST  
 Owner Name: BRIDGEPORT CITY OF  
 Account Number: RB-0006260



## Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 30,940         |
| <b>Total:</b> | <b>30,940</b>  |



## Owner of Record

BRIDGEPORT CITY OF



## Ownership History

| Owner Name           | Book/Page | Sale Date | Sale Price |
|----------------------|-----------|-----------|------------|
| BRIDGEPORT CITY OF   | 7535/ 11  | 6/25/2007 |            |
| BAEZ NIEVES ALMEDINA | 2272/ 244 | 4/13/1987 |            |



## Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 921           | Mun Lnd Res          |



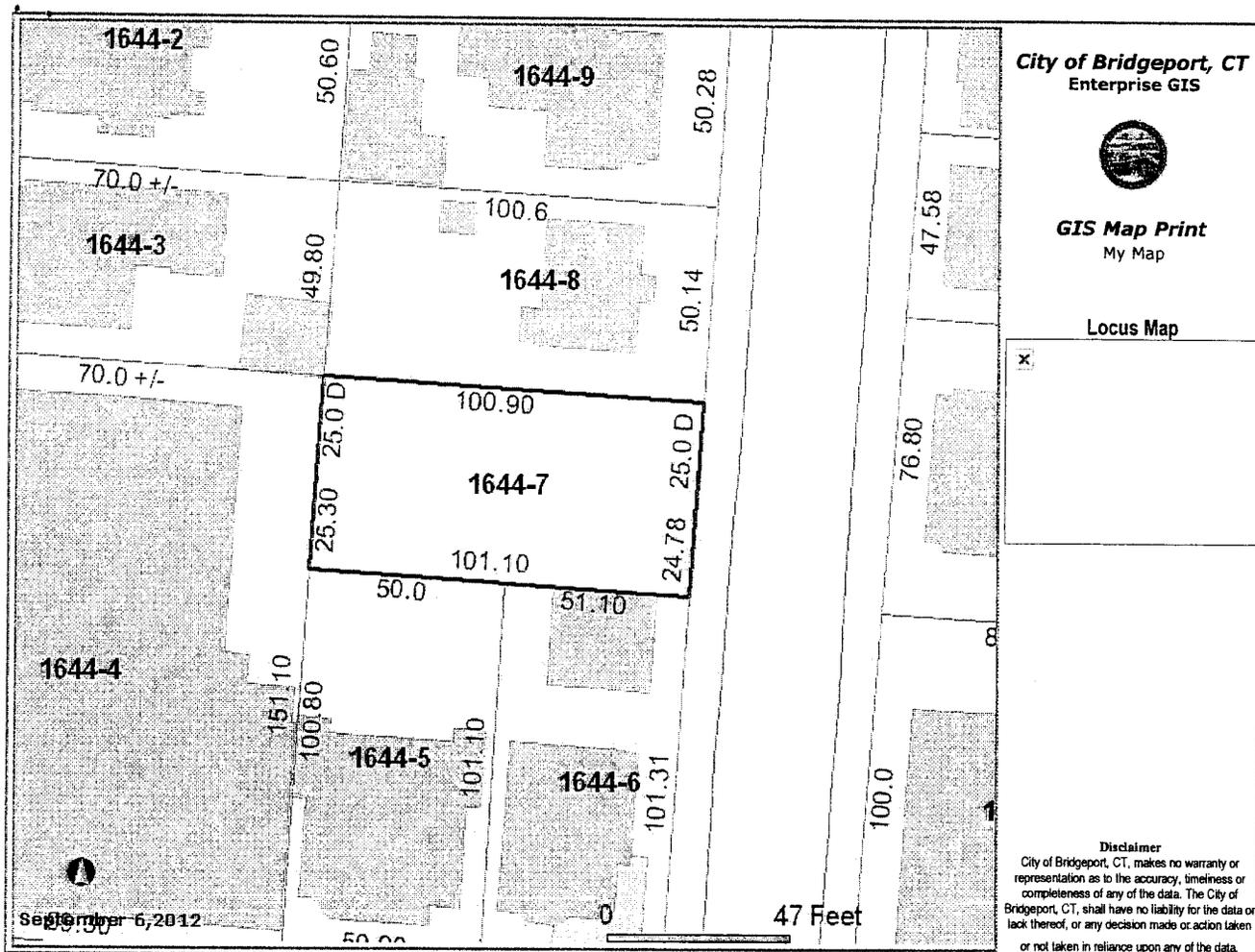
## Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.11 AC | C    | 30,940         |



## Construction Detail

| Item  | Value       |
|-------|-------------|
| STYLE | Vacant Land |





### Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features [\(click here for a list of codes and descriptions\)](#)

| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |

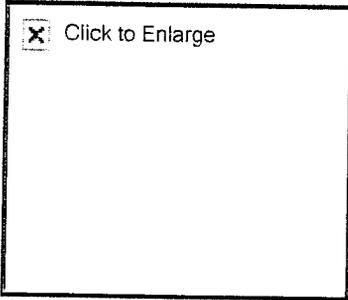


### Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

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# 1023 RESERVOIR AV



**MBLU :** 75/ 2744/ 14/A / /  
**Location:** 1023 RESERVOIR AV  
**Owner Name:** SANCHEZ PEDTO ETAL  
**Account Number:** RM-0231150

Click to enlarge



## Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 41,140         |
| <b>Total:</b> | <b>41,140</b>  |



## Owner of Record

SANCHEZ PEDTO ETAL



## Ownership History

| Owner Name           | Book/Page | Sale Date | Sale Price |
|----------------------|-----------|-----------|------------|
| SANCHEZ PEDTO ETAL   | 7336/ 11  | 1/17/2007 | 241        |
| ACE DEVELOPMENTS LLC | 7147/ 340 | 9/7/2006  |            |
| WATFORD REGINA       | 4504/ 108 | 1/26/2001 | 10         |
| TORRES ROBERTO N     | 4060/ 284 | 1/20/1999 | 5          |
| MCARDLE JAMES E      | 3027/ 109 | 7/31/1992 |            |



## Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



## Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.23 AC | RA   | 41,140         |



## Construction Detail

|              |              |
|--------------|--------------|
| <b>Item</b>  | <b>Value</b> |
| <b>STYLE</b> | Vacant Land  |



### Building Valuation

|                    |               |
|--------------------|---------------|
| <b>Item</b>        | <b>Value</b>  |
| <b>Living Area</b> | 0 square feet |
| <b>Year Built</b>  |               |



### Outbuildings (click here for a list of codes and descriptions)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features (click here for a list of codes and descriptions)

| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



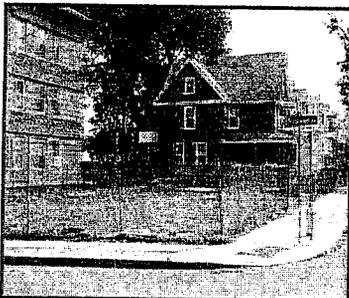
### Building Sketch (click here for a list of codes and descriptions)

Vacant Land, No Sketch

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## 1856 STRATFORD AV #1858



Click to enlarge

**MBLU :** 38/ 643/ 1///  
**Location:** 1856 STRATFORD AV #1858  
**Owner Name:** TECHNICO-OP INC  
**Account Number:** R--0039885



### Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 25,050         |
| <b>Total:</b> | <b>25,050</b>  |



### Owner of Record

TECHNICO-OP INC



### Ownership History

| Owner Name                    | Book/Page | Sale Date  | Sale Price |
|-------------------------------|-----------|------------|------------|
| TECHNICO-OP INC               | 3155/ 328 | 8/11/1993  | 11         |
| DIME SAVINGS BANK OF NEW YORK | 3039/ 294 | 9/2/1992   |            |
| TIRADO ADOLFO & CARMEN I      | 2277/ 88  | 4/21/1987  |            |
| TIRADO ADOLFO & CARMEN I      | 2222/ 318 | 12/31/1986 | 14         |



### Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



### Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.09 AC | ORS  | 25,050         |



### Construction Detail

| Item | Value |
|------|-------|
|------|-------|

**STYLE** Vacant Land



### Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features [\(click here for a list of codes and descriptions\)](#)

| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



### Building Sketch [\(click here for a list of codes and descriptions\)](#)

**Vacant Land, No Sketch**

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# 117 PRINCETON ST



Click to enlarge

**MBLU :** 11/ 235/ 32/ //  
**Location:** 117 PRINCETON ST  
**Owner Name:** RAYTAR DARLENE S  
**Account Number:** RR-0018400



## Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 47,600         |
| <b>Total:</b> | <b>47,600</b>  |



## Owner of Record

RAYTAR DARLENE S



## Ownership History

| Owner Name          | Book/Page | Sale Date | Sale Price |
|---------------------|-----------|-----------|------------|
| RAYTAR DARLENE S    | 6463/ 187 | 6/28/2005 |            |
| RAYTAR DARLENE S    | 6463/ 185 | 6/28/2005 |            |
| RAYTAR DARLENE S    | 6463/ 183 | 6/28/2005 |            |
| RAYTAR DARLENE S    | 6463/ 181 | 6/28/2005 |            |
| PETERSBURG HOLDINGS | 6463/ 179 | 6/28/2005 |            |



## Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



## Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.11 AC | RBB  | 47,600         |



## Construction Detail

|             |              |
|-------------|--------------|
| <b>Item</b> | <b>Value</b> |
| STYLE       | Vacant Land  |



### Building Valuation

|             |               |
|-------------|---------------|
| <b>Item</b> | <b>Value</b>  |
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings (click here for a list of codes and descriptions)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features (click here for a list of codes and descriptions)

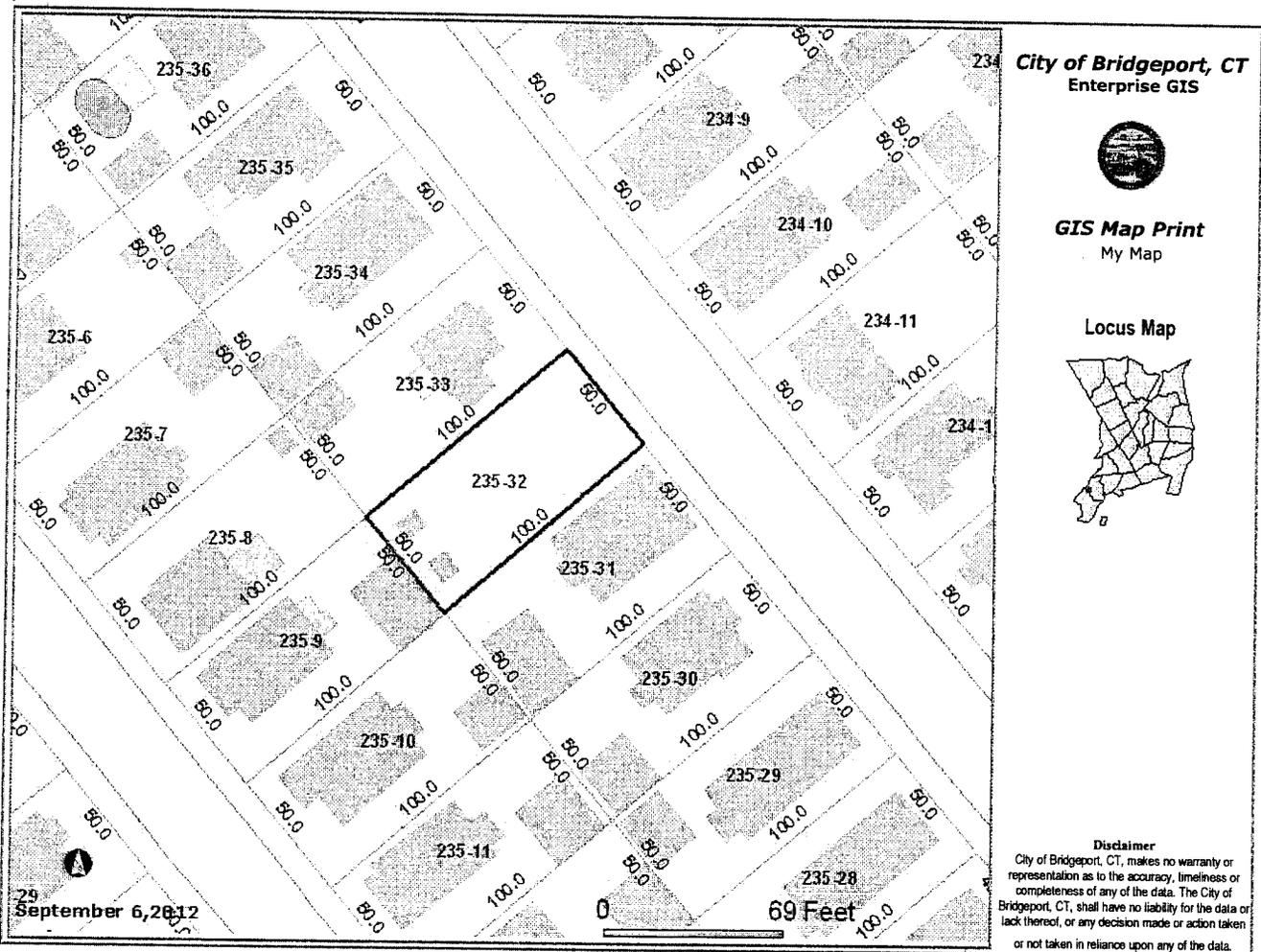
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



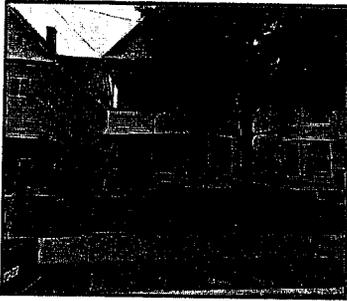
### Building Sketch (click here for a list of codes and descriptions)

**Vacant Land, No Sketch**

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## 708 SHELTON ST #710



[Click to enlarge](#)

**MBLU :** 48/ 1743/ 21/ / /  
**Location:** 708 SHELTON ST #710  
**Owner Name:** BRIDGEPORT CITY OF  
**Account Number:** E-0036280



### Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 86,460         |
| Land          | 16,250         |
| <b>Total:</b> | <b>102,710</b> |



### Owner of Record

BRIDGEPORT CITY OF  
COMMUNITY DEVELOPMENT AGENCY



### Ownership History

| Owner Name                   | Book/Page | Sale Date | Sale Price |
|------------------------------|-----------|-----------|------------|
| BRIDGEPORT CITY OF           | 4362/ 106 | 6/9/2000  | 1!         |
| SECRETARY OF HOUSING & URBAN | 4302/ 19  | 3/7/2000  |            |
| PLEDGED PROPERTY LLC         | 4204/ 41  | 9/16/1999 |            |
| RETAMAR-RIVERA EMILY         | 3415/ 300 | 6/16/1995 | 5!         |



### Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 924           | Mun Res Bldg Mdl 01  |



### Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.08 AC | RC   | 16,250         |



### Construction Detail

|                         |                |
|-------------------------|----------------|
| <b>Item</b>             | <b>Value</b>   |
| <b>STYLE</b>            | Two Family     |
| <b>Stories:</b>         | 2.25           |
| <b>Occupancy:</b>       | 2              |
| <b>Exterior Wall 1:</b> | Vinyl Siding   |
| <b>Roof Structure:</b>  | Gable          |
| <b>Roof Cover:</b>      | Asphalt Shingl |
| <b>Interior Wall 1:</b> | Plaster        |
| <b>Interior Flr 1:</b>  | Pine/Soft Wood |
| <b>Heat Fuel:</b>       | None           |
| <b>Heat Type:</b>       | Forced Air     |
| <b>AC Type:</b>         | None           |
| <b>Total Bedrooms</b>   | 6              |
| <b>Total Full Baths</b> | 2              |
| <b>Total Half Baths</b> | 0              |
| <b>Total Rooms</b>      | 12             |
| <b>Fireplaces</b>       | 0              |
| <b>Bsmt Garages</b>     | 0              |



### Building Valuation

|                    |                   |
|--------------------|-------------------|
| <b>Item</b>        | <b>Value</b>      |
| <b>Living Area</b> | 2,448 square feet |
| <b>Year Built</b>  | 1897              |



### Outbuildings (click here for a list of codes and descriptions)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |

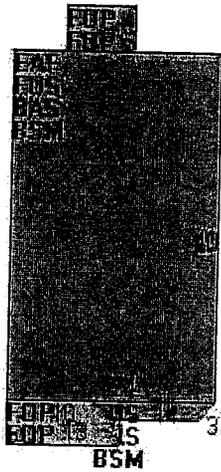


### Extra Features (click here for a list of codes and descriptions)

| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



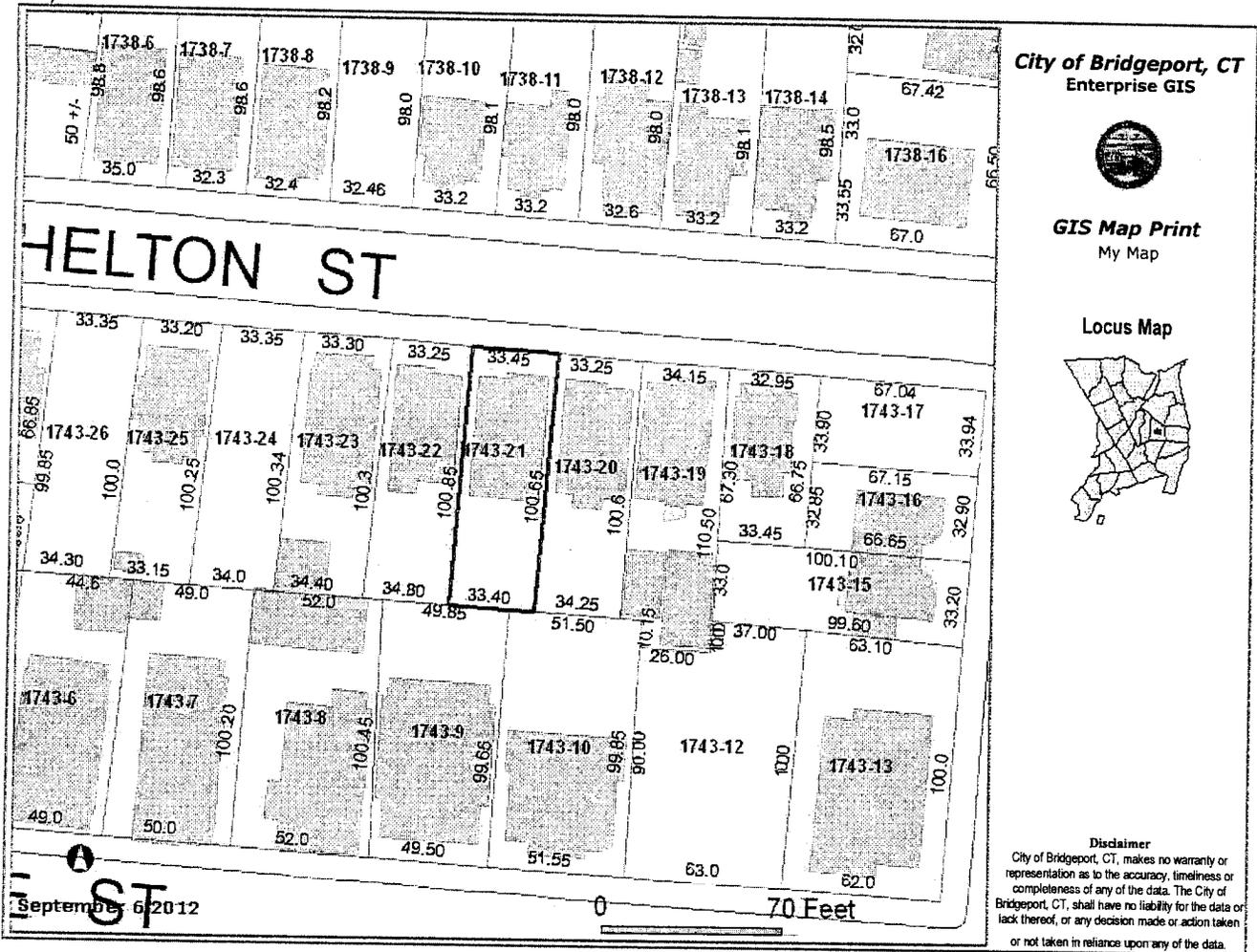
### Building Sketch (click here for a list of codes and descriptions)



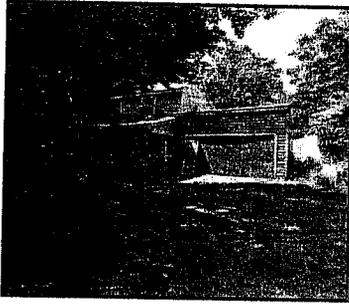
**Subarea Summary** ([click here for a list of codes and descriptions](#))

| Code         | Description          | Gross Area  | Living Area |
|--------------|----------------------|-------------|-------------|
| BAS          | First Floor          | 984         | 984         |
| BSM          | Basement             | 984         | 0           |
| EAF          | Fin Expansion Attic  | 960         | 480         |
| FOP          | Open Porch           | 202         | 0           |
| FUS          | Finished Upper Story | 984         | 984         |
| <b>Total</b> |                      | <b>4114</b> | <b>2448</b> |

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# 31 CLIFTON PL



[Click to enlarge](#)

**MBLU :** 76/ 2739/ 18/A / /  
**Location:** 31 CLIFTON PL  
**Owner Name:** BRIDGEPORT CITY OF - CDA  
**Account Number:** E--0044850



## Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 94,910         |
| Land          | 52,640         |
| <b>Total:</b> | <b>147,550</b> |



## Owner of Record

BRIDGEPORT CITY OF - CDA



## Ownership History

| Owner Name                   | Book/Page | Sale Date  | Sale Price |
|------------------------------|-----------|------------|------------|
| BRIDGEPORT CITY OF - CDA     | 4229/ 88  | 10/27/1999 |            |
| SECRETARY OF HOUSING & URBAN | 3943/ 245 | 7/9/1998   |            |
| CONNECTICUT HOUSING FINANCE  | 3727/ 259 | 6/10/1997  |            |
| VIDA SUSAN I & CHARLOTTE     | 3406/ 252 | 5/26/1995  |            |
| PEOPLES BANK                 | 3075/ 247 | 12/14/1992 |            |



## Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 941           | Hsng Auth 1 Family   |



## Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.16 AC | RA   | 52,640         |



## Construction Detail

|                         |                |
|-------------------------|----------------|
| <b>Item</b>             | <b>Value</b>   |
| <b>STYLE</b>            | Conventional   |
| <b>Stories:</b>         | 2.00           |
| <b>Occupancy:</b>       | 1              |
| <b>Exterior Wall 1:</b> | Vinyl Siding   |
| <b>Roof Structure:</b>  | Gable          |
| <b>Roof Cover:</b>      | Asphalt Shingl |
| <b>Interior Wall 1:</b> | Drywall        |
| <b>Interior Flr 1:</b>  | Carpet         |
| <b>Heat Fuel:</b>       | Oil            |
| <b>Heat Type:</b>       | Forced Air     |
| <b>AC Type:</b>         | None           |
| <b>Total Bedrooms</b>   | 4              |
| <b>Total Full Baths</b> | 2              |
| <b>Total Rooms</b>      | 8              |
| <b>Fireplaces</b>       | 0              |
| <b>Bsmt Garages</b>     | 0              |



### Building Valuation

|                    |                   |
|--------------------|-------------------|
| <b>Item</b>        | <b>Value</b>      |
| <b>Living Area</b> | 1,820 square feet |
| <b>Year Built</b>  | 1920              |



### Outbuildings (click here for a list of codes and descriptions)

| <b>Code</b>     | <b>Description</b> | <b>Units</b> |
|-----------------|--------------------|--------------|
| No Outbuildings |                    |              |

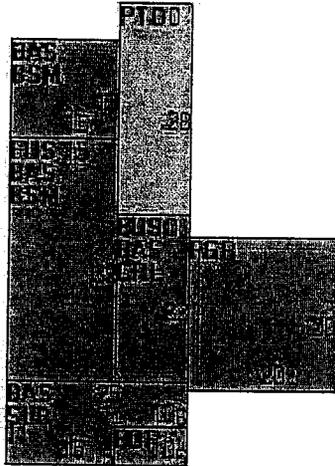


### Extra Features (click here for a list of codes and descriptions)

| <b>Code</b>                | <b>Description</b> | <b>Units</b> |
|----------------------------|--------------------|--------------|
| No Extra Building Features |                    |              |



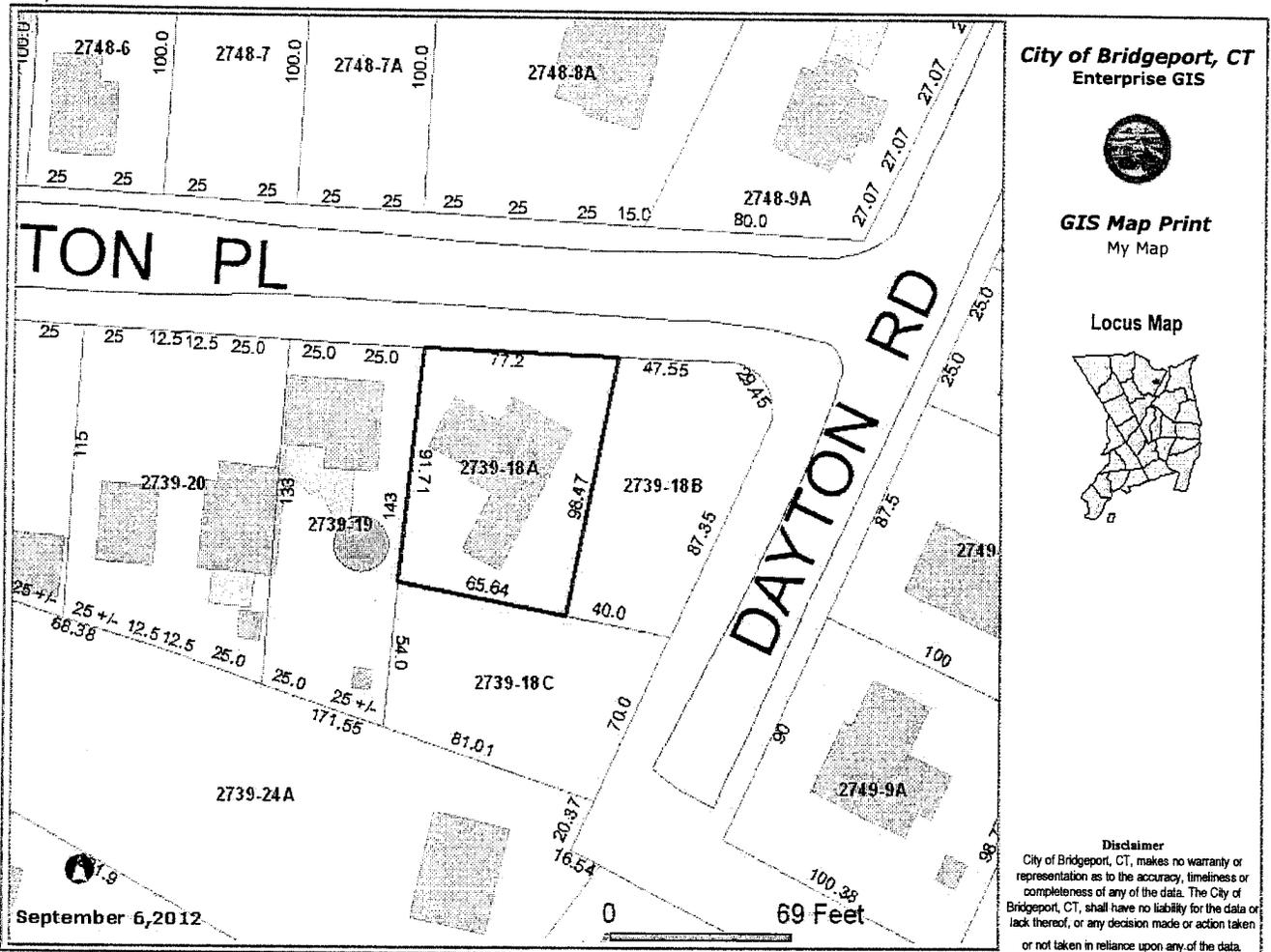
### Building Sketch (click here for a list of codes and descriptions)



**Subarea Summary** ([click here for a list of codes and descriptions](#))

| Code         | Description          | Gross Area  | Living Area |
|--------------|----------------------|-------------|-------------|
| BAS          | First Floor          | 1120        | 1120        |
| BSM          | Basement             | 675         | 0           |
| CRL          | Crawl Space          | 220         | 0           |
| FGR          | Garage               | 400         | 0           |
| FOP          | Open Porch           | 50          | 0           |
| FUS          | Finished Upper Story | 700         | 700         |
| PTO          | Patio                | 280         | 0           |
| SLB          | Slab                 | 225         | 0           |
| <b>Total</b> |                      | <b>3670</b> | <b>1820</b> |

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City of Bridgeport, CT  
Enterprise GIS



GIS Map Print  
My Map

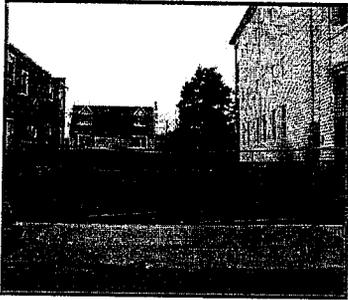
Locus Map



**Disclaimer**  
City of Bridgeport, CT, makes no warranty or representation as to the accuracy, timeliness or completeness of any of the data. The City of Bridgeport, CT, shall have no liability for the data or lack thereof, or any decision made or action taken or not taken in reliance upon any of the data.

September 6, 2012

## 548 GREGORY ST #552



Click to enlarge

**MBLU :** 21/ 405/ 5/ / /  
**Location:** 548 GREGORY ST #552  
**Owner Name:** ISAAC QUINN  
**Account Number:** RO-0037800



### Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 20,450         |
| <b>Total:</b> | <b>20,450</b>  |



### Owner of Record

ISAAC QUINN



### Ownership History

| Owner Name       | Book/Page | Sale Date | Sale Price |
|------------------|-----------|-----------|------------|
| ISAAC QUINN      | 6090/ 244 | 11/3/2004 | 1!         |
| MORTGAGE IRA LLC | 3989/ 28  | 9/16/1998 | (          |
| OWENS JOSEPH A   | 2481/ 215 | 4/22/1988 |            |



### Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



### Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.07 AC | RC   | 20,450         |



### Construction Detail

| Item  | Value       |
|-------|-------------|
| STYLE | Vacant Land |



## Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



## Outbuildings (click here for a list of codes and descriptions)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



## Extra Features (click here for a list of codes and descriptions)

| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



## Building Sketch (click here for a list of codes and descriptions)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by **Vision Appraisal Technology**



# 196 EAST AV



Click to enlarge

**MBLU :** 44/ 1834/ 2/ / /  
**Location:** 196 EAST AV  
**Owner Name:** MOREL LEOCADIA  
**Account Number:** RO-0033000



## Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 60,410         |
| <b>Total:</b> | <b>60,410</b>  |



## Owner of Record

MOREL LEOCADIA



## Ownership History

| Owner Name                 | Book/Page | Sale Date  | Sale Price |
|----------------------------|-----------|------------|------------|
| MOREL LEOCADIA             | 7462/ 150 | 4/24/2007  |            |
| TORRES EDDY                | 7113/ 257 | 8/16/2006  |            |
| OSTROFSKY MARY W ESTATE OF | 6361/ 340 | 4/27/2005  |            |
|                            | 1345/ 538 | 10/17/1966 |            |



## Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 399           | Vac Ind Lnd          |



## Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.11 AC | ILI  | 60,410         |



## Construction Detail

| Item | Value |
|------|-------|
|------|-------|

STYLE Vacant Land



### Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features [\(click here for a list of codes and descriptions\)](#)

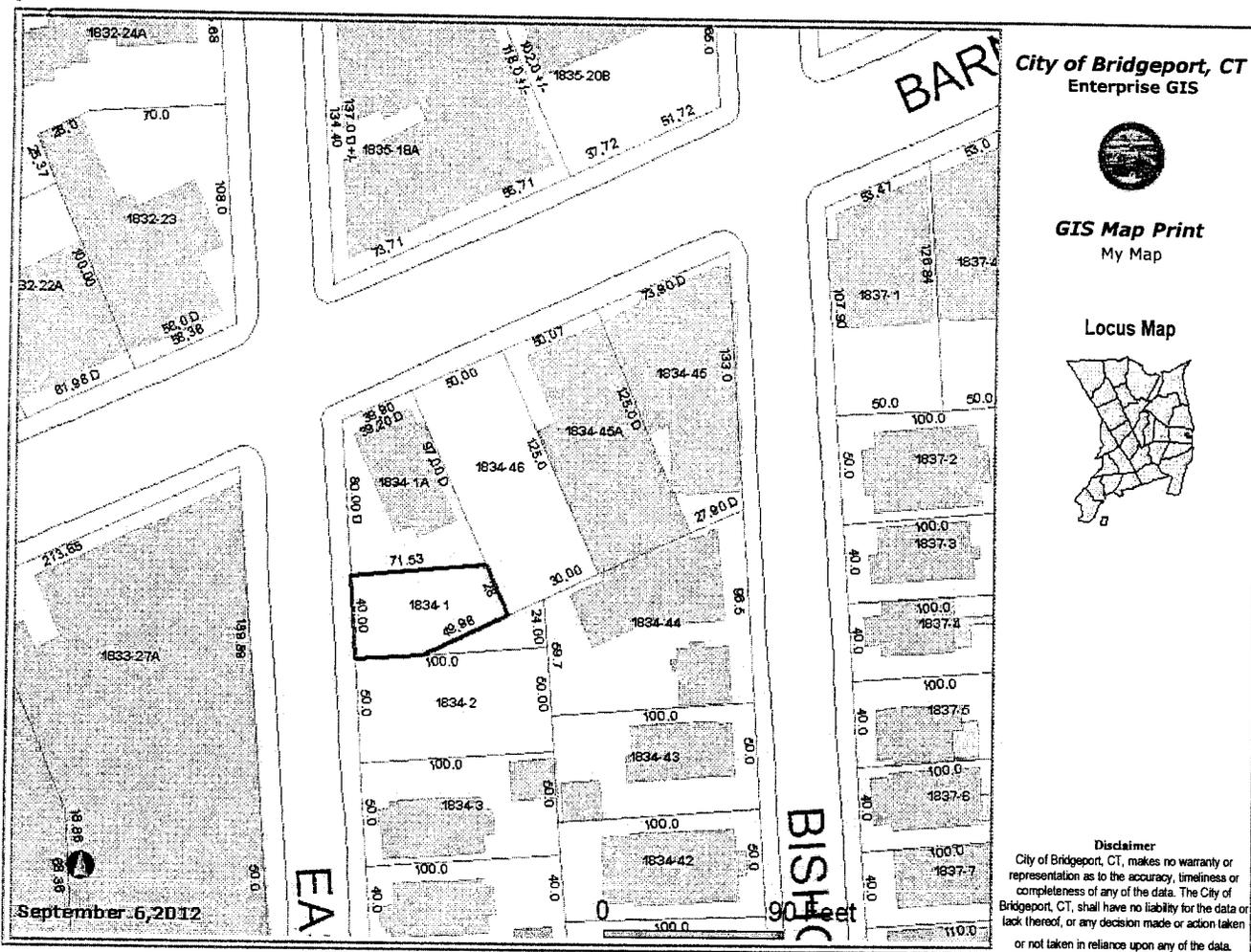
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |

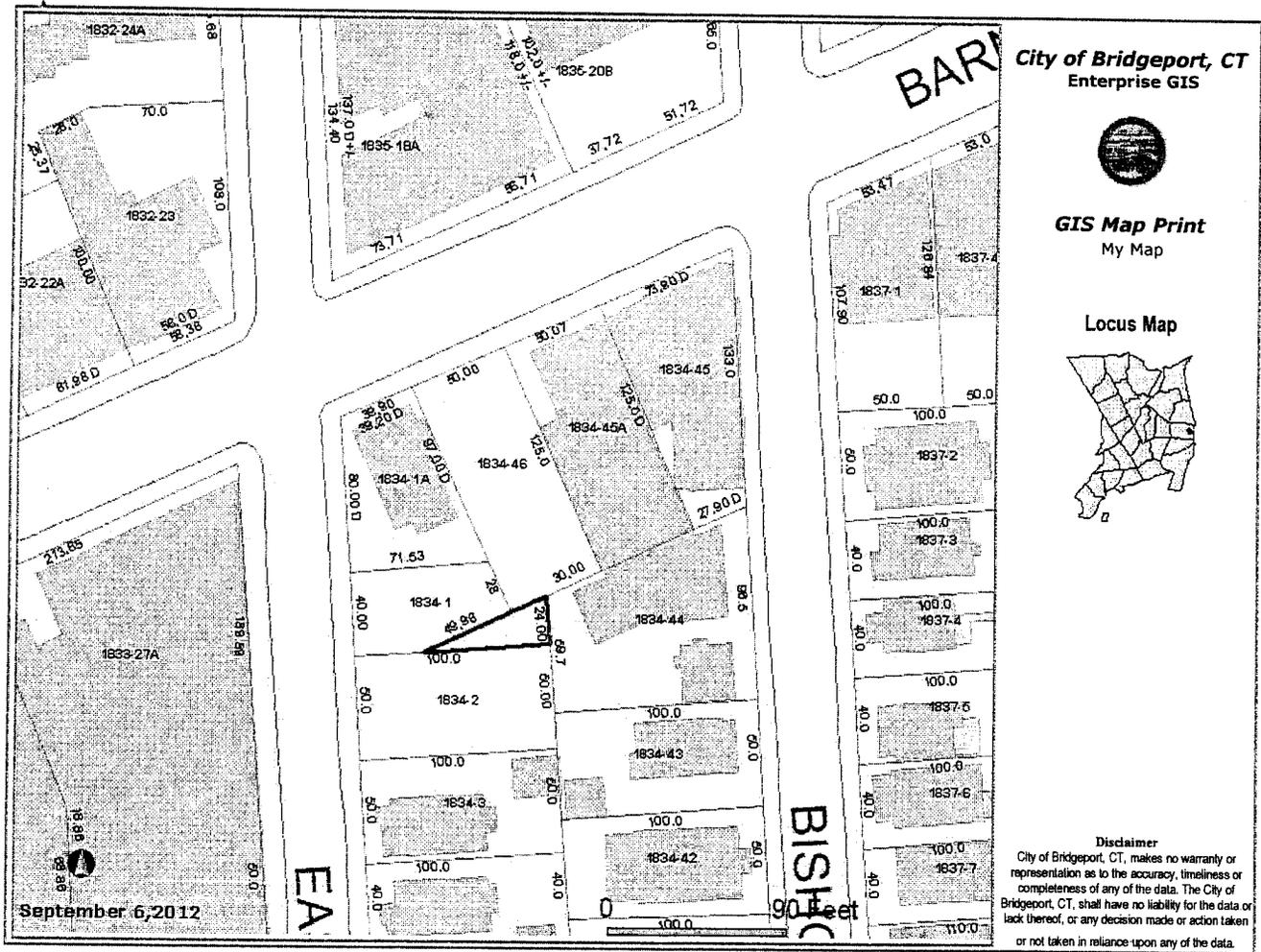


### Building Sketch [\(click here for a list of codes and descriptions\)](#)

Vacant Land, No Sketch

Online Database for Bridgeport, CT Powered by **Vision Appraisal Technology**





206 EAST AV



Click to enlarge

MBLU : 50/ 1834/ 1///  
 Location: 206 EAST AV  
 Owner Name: MOREL LEOCADIA  
 Account Number: RO-0032800



Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 35,180         |
| <b>Total:</b> | <b>35,180</b>  |



Owner of Record

MOREL LEOCADIA



Ownership History

| Owner Name                 | Book/Page | Sale Date  | Sale Price |
|----------------------------|-----------|------------|------------|
| MOREL LEOCADIA             | 7462/ 150 | 4/24/2007  |            |
| TORRES EDDY                | 7113/ 257 | 8/16/2006  |            |
| OSTROFSKY MARY W ESTATE OF | 6361/ 340 | 4/27/2005  |            |
|                            | 1345/ 538 | 10/17/1966 |            |



Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 399           | Vac Ind Lnd          |



Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.06 AC | ILI  | 35,180         |



Construction Detail

| Item | Value |
|------|-------|
|------|-------|

**STYLE** Vacant Land



### Building Valuation

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



### Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



### Extra Features [\(click here for a list of codes and descriptions\)](#)

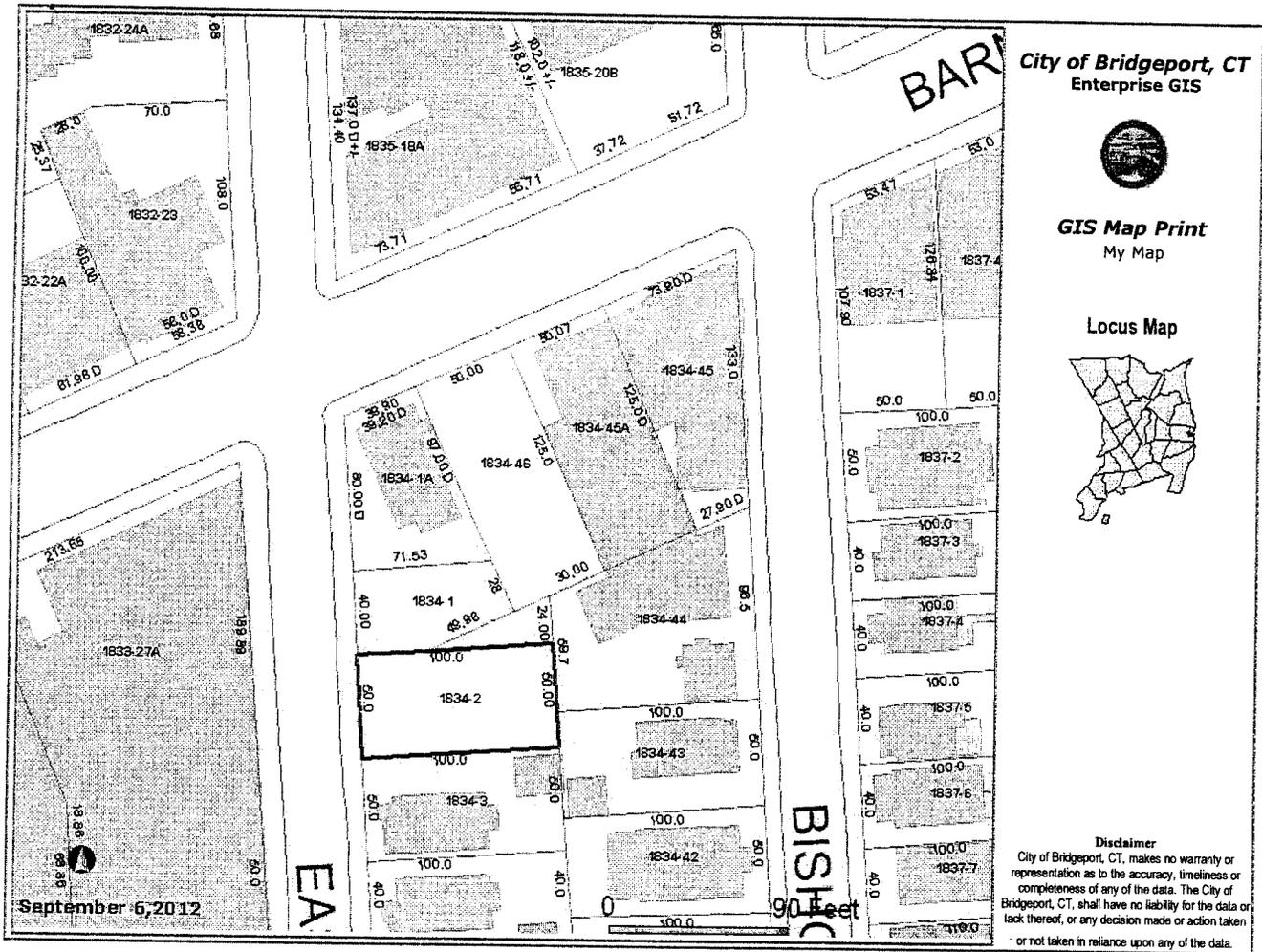
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



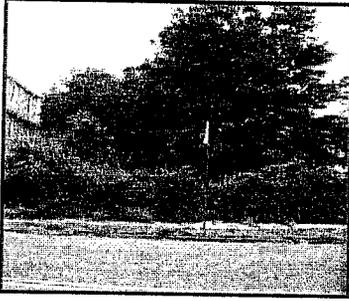
### Building Sketch [\(click here for a list of codes and descriptions\)](#)

**Vacant Land, No Sketch**

Online Database for Bridgeport, CT Powered by **Vision Appraisal Technology**



## 848 MAPLEWOOD AV #850



Click to enlarge

**MBLU :** 26/ 1208/ 11/ //  
**Location:** 848 MAPLEWOOD AV #850  
**Owner Name:** 848 MAPLEWOOD ASSOCIATES LLC  
**Account Number:** RS-0047600



### Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 46,620         |
| <b>Total:</b> | <b>46,620</b>  |



### Owner of Record

848 MAPLEWOOD ASSOCIATES LLC



### Ownership History

| Owner Name                   | Book/Page | Sale Date | Sale Price |
|------------------------------|-----------|-----------|------------|
| 848 MAPLEWOOD ASSOCIATES LLC | 7333/ 169 | 1/16/2007 | 5!         |
| SAVAGE JOSEPH J EST(PATRICIA | 3671/ 213 | 2/11/1997 |            |
| SAVAGE JOSEPH J (RESP)       | 3247/ 224 | 4/11/1994 |            |
| SAVAGE JOSEPH A/K/A          | 3143/ 218 | 7/7/1993  |            |



### Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 100           | Vac Res Land         |



### Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.17 AC | ORN  | 46,620         |



### Construction Detail

| Item | Value |
|------|-------|
|------|-------|

**STYLE**

Vacant Land



**Building Valuation**

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



**Outbuildings** (click here for a list of codes and descriptions)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



**Extra Features** (click here for a list of codes and descriptions)

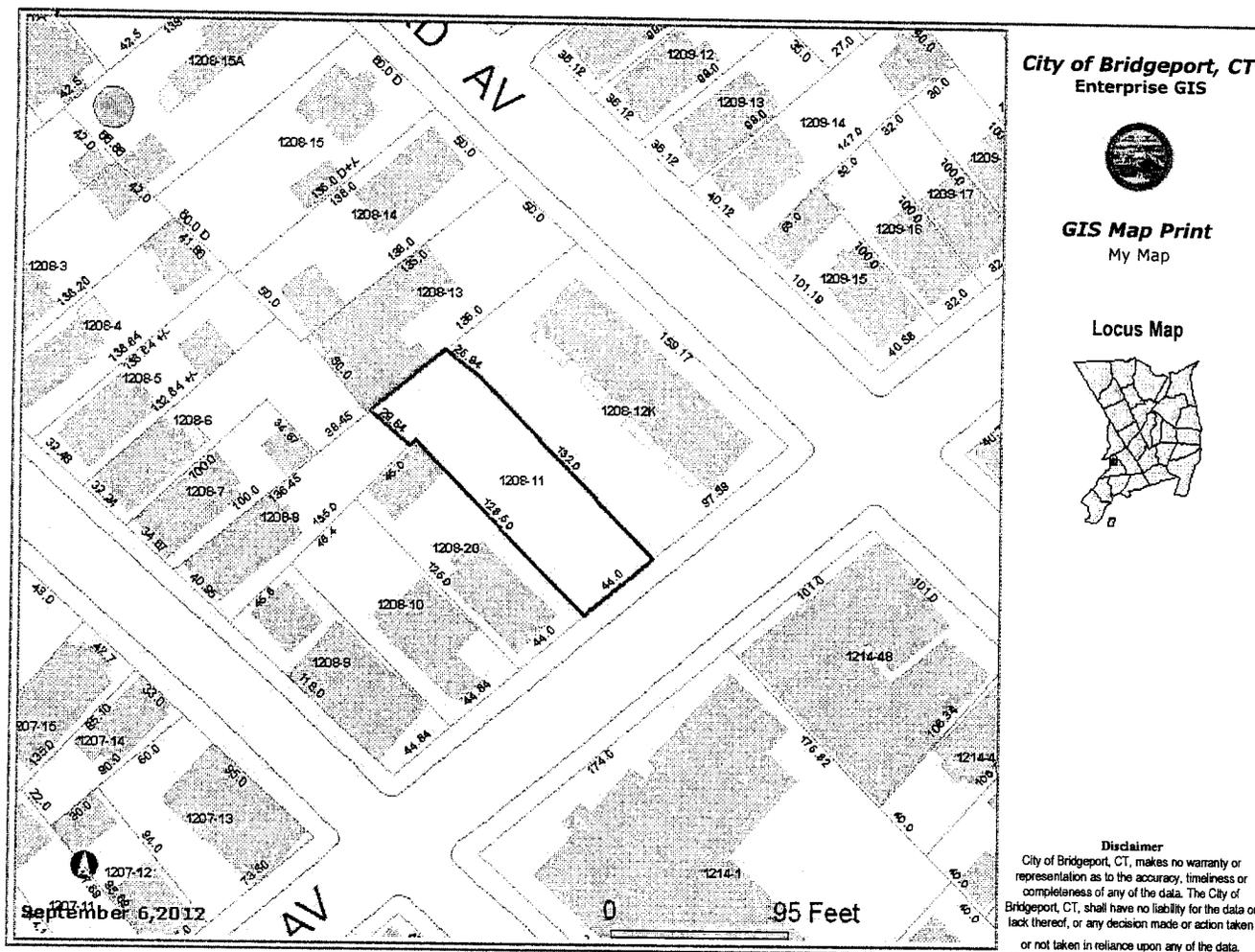
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



**Building Sketch** (click here for a list of codes and descriptions)

**Vacant Land, No Sketch**

Online Database for Bridgeport, CT Powered by **Vision Appraisal Technology**



# 1752 BARNUM AV



Click to enlarge

**MBLU :** 50/ 1834/ 46/ / /  
**Location:** 1752 BARNUM AV  
**Owner Name:** MOREL LEOCADIA  
**Account Number:** RO-0032900



## Parcel Value

| Item          | Assessed Value |
|---------------|----------------|
| Improvements  | 0              |
| Land          | 72,570         |
| <b>Total:</b> | <b>72,570</b>  |



## Owner of Record

MOREL LEOCADIA



## Ownership History

| Owner Name                 | Book/Page | Sale Date  | Sale Price |
|----------------------------|-----------|------------|------------|
| MOREL LEOCADIA             | 7462/ 150 | 4/24/2007  |            |
| TORRES EDDY                | 7113/ 257 | 8/16/2006  |            |
| OSTROFSKY MARY W ESTATE OF | 6361/ 340 | 4/27/2005  |            |
|                            | 1345/ 538 | 10/17/1966 |            |



## Land Use (click here for a list of codes and descriptions)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 399           | Vac Ind Lnd          |



## Land Line Valuation

| Size    | Zone | Assessed Value |
|---------|------|----------------|
| 0.14 AC | ILI  | 72,570         |



## Construction Detail

| Item | Value |
|------|-------|
|------|-------|

**STYLE**

Vacant Land



**Building Valuation**

| Item        | Value         |
|-------------|---------------|
| Living Area | 0 square feet |
| Year Built  |               |



**Outbuildings** (click here for a list of codes and descriptions)

| Code            | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings |             |       |



**Extra Features** (click here for a list of codes and descriptions)

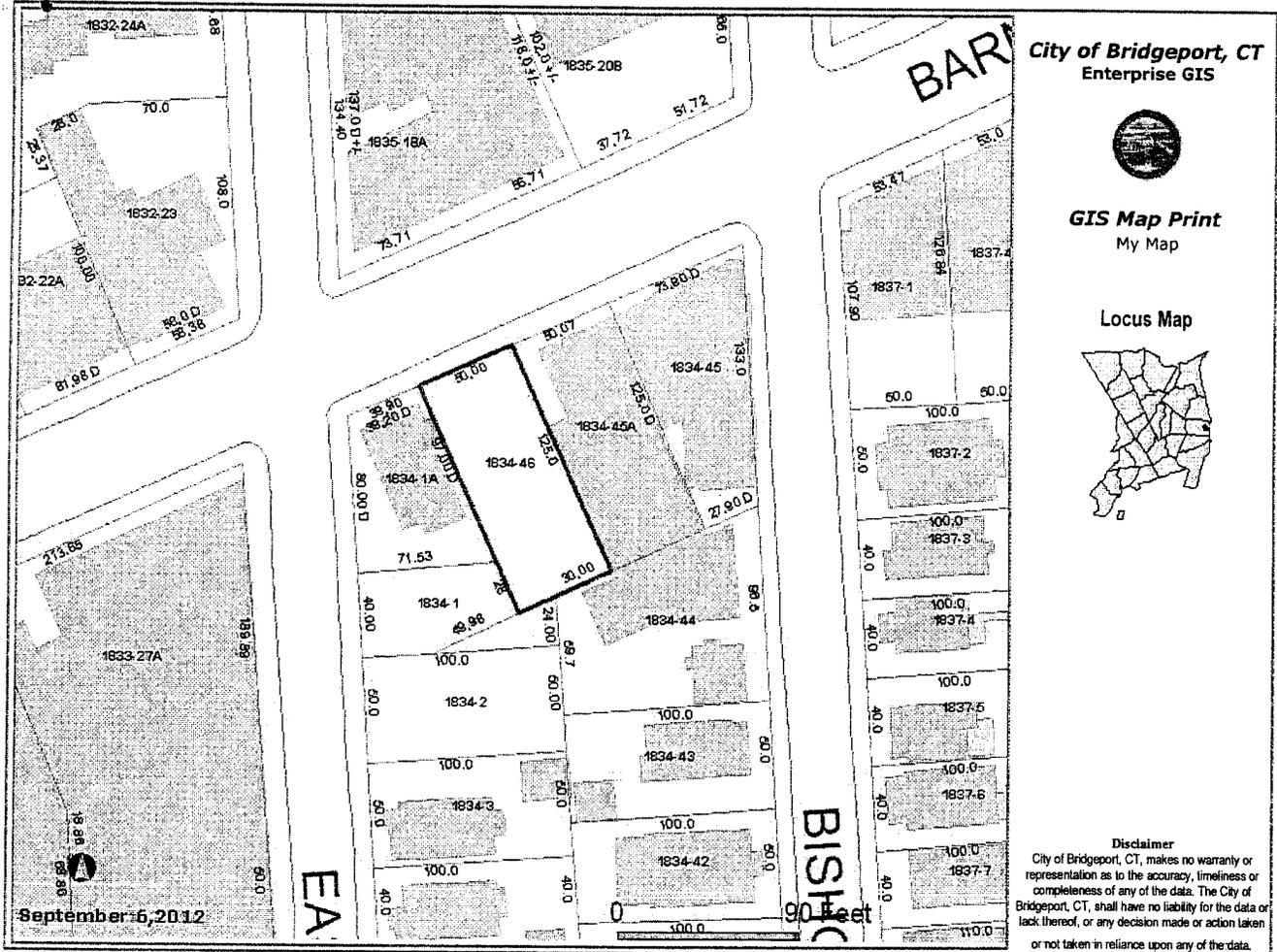
| Code                       | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features |             |       |



**Building Sketch** (click here for a list of codes and descriptions)

**Vacant Land, No Sketch**

Online Database for Bridgeport, CT Powered by **Vision Appraisal Technology**



CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

Comm. #143-11 Ref'd to Ordinance Committee on 09/17/2012.  
Bridgeport City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

September 11, 2012

Dear City Clerk:

Please place the following proposed ordinance entitled "Disability Pension Benefits Police and Fire" on the September 17, 2012 City Council meeting agenda for the purpose of being referred to the Ordinance Committee. The original and 13 copies are attached hereto.

If you have any questions please do not hesitate to contact me.

Thank you

  
John R. Mitola  
Associate City Attorney

2012 SEP 11 11:29  
CITY CLERK

## **ORDINANCE-DISABILITY PENSION BENEFITS POLICE AND FIRE**

The Board of Trustees for Police Pension Plan B and the Board of Trustees for Fire Pension Plan B (herein referred to at times as "Plans") shall pay: (a) to a regular member of the Police and Fire Department who has been retired due to an injury or sickness incurred in the course of such member's employment a disability benefit during the term of such injury or sickness, or a death benefit to eligible beneficiaries, as provided for in Police Pension Plan B (Adopted October 15, 1981) and Fire Pension Plan B (Adopted October 15, 1981) and specifically sections 3 and 6 of the Plans, and such benefits are in the nature of worker's compensation benefits; and (b) to a regular member of the Police and Fire Department who has been retired due to an injury or sickness not incurred in the course of such member's employment a disability benefit during the term of such injury or sickness, or a death benefit to eligible beneficiaries, as provided for in Police Pension Plan B (Adopted October 15, 1981) and Fire Pension Plan B (Adopted October 15, 1981) and specifically sections 4 and 5 of the Plans, and such benefits are not in the nature of worker's compensation benefits.

The Board of Trustees for Police Pension Plan B and the Board of Trustees for Fire Pension Plan B have the authority under the Plans to determine if a participant in said Plans has incurred a service or non-service connected disability and/or whether a death benefit under the Plans has vested; and further the Board of Trustees for Police Pension Plan B and the Board of Trustees for Fire Pension Plan B have the authority to undertake corrective action if it is determined that a participant receiving a disability benefit is not actually disabled and/or if a beneficiary under the Plans is receiving a death benefit which he/she is not entitled to receive under the terms of said Plans.

All provisions of the Plans in effect on October 15, 1981 (and any successor provisions) concerning or relating to retirement benefits, job related disability retirement benefits, non-job related disability retirement benefits and/or death benefits for the Bridgeport Police and Fire Department employees and Bridgeport Police and Fire Department retirees, or concerning benefits for survivors of such Police and Fire Department employees or concerning all other pension or survivor benefits or provisions covering such Police and Fire Department employees or retirees, or survivors of same, are hereby incorporated herein and made a part hereof effective as of October 15, 1981 (or their subsequent effective dates) and are protected by the Plans.

144-11

**COMMUNICATION**

*Referrals:*

**FROM:** Theodore Grabarz, Director of Sustainability  
Deputy Director, Public Facilities

**RE:** Proposed Agreement with Clean Energy Finance  
And Investment Authority regarding Commercial Property  
Assessed Clean Energy ("C-PACE").

**REFERRED TO: IMMEDIATE CONSIDERATION**

**CITY COUNCIL:** September 17, 2012

**ADOPTED:** \_\_\_\_\_

**ATTEST:** 

**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
Mayor



OFFICE OF THE  
**DEPARTMENT OF PUBLIC FACILITIES**  
**MARGARET E. MORTON GOVERNMENT CENTER**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7130

BILL FINCH  
Mayor

**CHARLES M. CARROLL**  
*Director Public Facilities*

**ROBERT KENNEDY**  
*Deputy Director Public Facilities*

**THEODORE GRABARZ, AIA, ASLA**  
*Director of Sustainability &  
Deputy Director Public Facilities*

**JORGE J. GARCIA**  
*Deputy Director Public Facilities*

COMM. #144-11 Referred For IMMEDIATE CONSIDERATION  
on 09/17/2012

Date: September 12, 2012

To: Frances Wilson, Assistant City Clerk

From: Ted Grabarz, Director of Sustainability  
Deputy Director Public Facilities

RECEIVED  
OFFICE  
SEP 12 2012  
11:30 AM

Re: **CEFIA Bridgeport CPACE MOU Common Council Agenda**

---

I am writing to request that the CEFIA-Bridgeport CPACE MOU receives immediate consideration by the City Council on September 17<sup>th</sup>. This MOU is time sensitive because if approved by the City Council on the 17<sup>th</sup>, the City of Bridgeport will be the first municipality in the state to adopt and implement the CPACE program.

We have been working closely with CEFIA, a state agency, and they look to Bridgeport to serve as the model for other municipalities in the state. The CPACE program costs the City nothing and would help city businesses obtain low cost financing for clean energy upgrades, which in turn will cut their energy and operating costs, allowing city businesses to be more competitive.

The attached please find the MOU and related documents.

**APPROVING RESOLUTION**

**CITY OF BRIDGEPORT  
RESOLUTION TO APPROVE  
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (“C-PACE”)  
AGREEMENT**

**WHEREAS**, Section 157 of Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the “Act”) established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

**WHEREAS**, the Act authorizes the Clean Energy Finance and Investment Authority (the “Authority”), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

**WHEREAS**, the Commercial Property Assessed Clean Energy (“C-PACE”) Agreement (the “C-PACE Agreement”) between the City Bridgeport and the Authority, as attached hereto, constitutes the written agreement authorized by the Act.

**NOW, THEREFORE, BE IT RESOLVED:**

(a) that we, the City of Bridgeport City Council, constituting the legislative body of the City of Bridgeport, hereby approves the C-PACE Agreement, and

(b) that Mr. Theodore Grabarz is hereby authorized and directed, on behalf of the City, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he or she may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement.

IT IS HEREBY RESOLVED THAT THE ABOVE RESOLUTION IS APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

**COMMERCIAL PROPERTY ASSESSED  
CLEAN ENERGY ("C-PACE") AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the 17th day of September, 2012, by and between the **CITY OF BRIDGEPORT, CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut established under Public Act No. 11-80 (and codified in Section 16-245n of the Connecticut General Statutes) (the "Authority").

**RECITALS**

**WHEREAS**, Commercial Property Assessed Clean Energy (C-PACE) is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

**WHEREAS**, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a C-PACE program in Connecticut.

**WHEREAS**, Section 157 of the Act directed the Authority to establish a commercial sustainable energy program, and authorized the Authority to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

**WHEREAS**, to secure financing for the program, the Authority and the municipality are authorized to enter into a written agreement, as approved by the municipality's legislative body, pursuant to which the municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties.

**WHEREAS**, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

**Section 1 - Definitions.**

(a) "Energy improvements" means any renovation or retrofitting of qualifying commercial real property to reduce energy consumption or installation of a renewable energy system to service qualifying commercial real property, provided such renovation, retrofit or installation is permanently fixed to such qualifying commercial real property.

(b) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.

(c) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units.

(d) "Benefitted property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.

(e) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.

(f) "Benefit assessment" means the assessment authorized by the Act.

## **Section 2 - Obligations of the Authority.**

(a) **Program Requirements.** Pursuant to the Act, the Authority:

(1) shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act,

(2) shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Authority,

(3) shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

- i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
- ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
- iii. the total benefit assessment payments made to the Authority in respect of all qualifying commercial real properties; and

- iv. for each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
  - A. the date of the financing agreement,
  - B. the outstanding amount of the financing,
  - C. the total principal balance and accrued interest outstanding, and
  - D. the annual payment(s) due to the Authority (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) shall establish the position of commercial sustainable energy program liaison within the Authority,

(5) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property,

(6) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and

(7) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) **Project Requirements.** If a benefitted property owner requests financing from the Authority for energy improvements under the Act, the Authority shall:

(1) require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing,

(2) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program, and

(3) require that the property owner provide written notice, not less than thirty days prior to the recording of any lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to the Act.

(c) **Financing Agreement for Project.** The Authority may enter into a financing agreement with the property owner of qualifying commercial real property. The financing agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property upon completion of the energy improvements. The Authority shall disclose to the property owner the costs and risks associated with participating in

the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment provided for in the financing agreement. The Authority shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Authority shall notify the property owner that such owner may rescind any financing agreement entered into not later than three business days after such financing agreement is executed by the property owner and delivered to the Authority. The financing agreement shall provide for the consent of existing mortgage holders for the benefit assessment lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

**(d) Determination of Estimated and Final Benefit Assessments and Payments.**

(1) In connection with the completion and execution of the financing agreement, the Authority shall determine the estimated benefit assessment and provide written notice of the estimated benefit assessment to the Municipality.

(2) Upon completion of the energy improvements to the qualifying commercial property, the Authority shall determine the final benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Authority shall provide written notice of the final benefit assessment and interest rate to the Municipality.

(3) It is anticipated that the Authority will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Authority will change its practices to the extent possible to correspond with the Municipality's practices.

**Section 3 - Obligations of the Municipality.**

(a) **Placing of Caveat on Land Records.** Upon receiving written notice from the Authority of the estimated benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly place a caveat on the land records (on a form provided by the Authority after consultation with the municipality) indicating that a benefit assessment and lien is anticipated upon completion of energy improvements for the qualifying commercial real property. The Authority will reimburse the municipality the cost charged by the Town Clerk for recordation of the caveat.

(b) **Levy of Benefit Assessment.** Upon receiving written notice from the Authority of the final benefit assessment as provided in Section 2(d)(2) herein, the Municipality shall promptly levy on the next grand list the benefit assessment against the qualifying commercial

real property especially benefitted by the energy improvements financed by the Authority, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment. As provided in the Act, the benefit assessments levied (on a form provided by the Authority after consultation with the municipality) pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Authority will reimburse the municipality the cost charged by the Town Clerk for recording the lien. Such lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(c) **Continuation, Recording and Release of Lien.** As provided in the Act, each benefit assessment lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such benefit assessment lien. The Authority shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(d) **Assignment of Benefit Assessment Lien.**

(1) Upon the written request of the Authority, the Municipality shall assign to the Authority any and all liens filed by the Municipality's tax collector, as provided in this Agreement. The Authority may sell or assign, for consideration, any and all liens received from the Municipality. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as the Authority and the Municipality and its tax collector would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Authority may sell or assign any and all liens received from the Municipality under Section 3(d) of this Agreement to a trustee for the benefit of the holders of the Authority's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Authority's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Authority. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(e) **Billing and Collection; Payment to the Authority.**

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Authority and identifying the Authority as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Authority or its assignee no later than the last business day of the second month after the month that the amounts are collected. The Municipality will provide monthly collection reports to the Authority, and the Authority, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Authority and Municipality agree to provide each other with such reasonable information as they may request and the Authority and the Municipality agree to provide such information in a computer format satisfactory to the other.

**(f) Collection of Delinquent Payments.**

(1) If (i) the benefit assessment liens have not been assigned to the Authority pursuant to Section 3(d) of this Agreement, or (ii) the Authority makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Authority may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the lien securing delinquent benefit assessments. The agreement may also provide that the Authority shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(2) The Municipality will provide written notice to the Authority of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Authority shall provide

written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

**(g) Promotion of Program; Assistance for Authority Financing.**

(1) The Municipality shall use good faith efforts to assist the Authority in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Authority to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

**Section 4 - Indemnification.**

The Authority agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees to the extent of available proceeds derived from the benefit assessments from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the performance of the services to be provided by the Municipality under this Agreement. This provision shall survive termination of this Agreement.

**Section 5 - Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding.

**Section 6 -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, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 7(c) of this Agreement.

**Section 7 - Miscellaneous Provisions.**

(a) **Assignment or Transfer.** Except as provided in Section 3(d) hereof, 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 and, if required, the prior approval of the holders of the Authority's bonds, notes or other obligations. If approval of the assignment by the holders of the Authority's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(b) **Amendment and Termination.** After the Authority sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Authority's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(c) **Severability.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) **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 Municipality:

Mr. Theodore Grabarz  
Morton Government Center  
Department of Public Facilities  
999 Broad Street  
Bridgeport, CT 06604

If to the Authority:

Clean Energy Finance and Investment Authority  
865 Brook Street  
Rocky Hill, Connecticut 06067  
Attention: President

(g) **Amendment and Waivers.** Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Authority and the Municipality.

(h) **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.

(i) **Entire Agreement.** This instrument constitutes 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.

(j) **Headings.** The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(k) **Affirmation of Applicable Executive Orders.** To the extent applicable to this Agreement, Municipality acknowledges that it will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

**[Remainder of this Page Intentionally Left Blank]**

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

(SEAL)

ATTEST:

**CITY OF BRIDGEPORT**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

As to the signatory of the Municipality above,  
Signed and delivered in the presence of:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CLEAN ENERGY FINANCE AND  
INVESTMENT AUTHORITY**

By: \_\_\_\_\_  
Bryan T. Garcia, President

As to the signatory of the Authority  
above, signed and delivered in the  
presence of:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

2396839v1

145-11

*Referrals:*

**COMMUNICATION**

**FROM:** Mark T. Anastasi  
City Attorney

**RE:** Proposed Loan Agreement with State of Connecticut,  
Department of Education.

**REFERRED TO: IMMEDIATE CONSIDERATION**

**CITY COUNCIL:** September 17, 2012

**ADOPTED:** \_\_\_\_\_

**ATTEST:** *Hector S. Stubbins*

**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
Mayor

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY

Mark T. Anastasi

DEPUTY CITY ATTORNEY

Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte

Betsy A. Edwards

Richard G. Kascak, Jr.

Russell D. Liskey

John R. Mitola

Ronald J. Pacacha

Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano

R. Christopher Meyer

Edmund F. Schmidt

Froll V. Skyles

Telephone (203) 576-7647

Facsimile (203) 576-8257

COMM. #145-11 Referred For IMMEDIATE CONSIDERATION  
on 09/17/2012 September 14, 2012

**HAND-DELIVERED**

Fleeta C. Hudson, City Clerk  
Frances Ortiz, Asst. City Clerk  
Office of the City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

***Re: Proposed Loan Agreement Between the City of Bridgeport and the State of Connecticut***

Dear Ms. Hudson & Ms. Ortiz:

Kindly prepare an Addendum to the Agenda for the City Council meeting of Monday, September 17, 2012 for the above-referenced matter - **FOR IMMEDIATE CONSIDERATION.**

As Asst. City Clerk Frances Ortiz is aware from conversation earlier this afternoon with my office and Council President Thomas McCarthy, the Council President has authorized this Addendum request, submitted on behalf of the City Administration for the benefit of the Bridgeport BOE.

Enclosed herewith are the requisite 25 copies of the Loan Agreement and the enabling state legislation. This is a time sensitive matter requiring prompt City action in order secure substantial State funding to the Bridgeport public school system.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

cc: Mayor Bill Finch  
Thomas McCarthy, City Council President  
Adam Wood, COS  
Andrew Nunn, CAO  
Joshua Thompson, Deputy Chief Admin. Officer for Edu.  
Dr. Jacqueline Kelleher, BOE President  
Paul G. Vallas, Superintendent  
Thomas Sherwood, OPM Dir.  
Arthur Laske, Deputy City Atty.

RECEIVED  
SEP 14 12 15

## LOAN AGREEMENT

WHEREAS the Connecticut General Assembly enacted Public Act 12-1, "An Act Implementing Provisions of the State Budget for the Fiscal Year Beginning July 1, 2012"; and

WHEREAS Public Act 12-1 of the June Special Session authorizes the Commissioner of Education ("Commissioner"), with the approval of the Office of Policy and Management ("OPM"), to provide a loan of up to \$3.5 million to the City of Bridgeport (the "City") for the fiscal year ending June 30, 2012 to cover education expenditures incurred by the Bridgeport Board of Education ("BBOE") during such fiscal year; and

WHEREAS the terms of such loan shall be subject to conditions set forth in Section 289(d) of Public Act 12-1 of the June Special Session;

NOW THEREFORE, pursuant to Public Act 12-1 of the June Special Session, it is agreed as follows:

1. The State Department of Education ("SDE") shall provide the City with a loan of up to \$3.5 million by September 30, 2012, for the purpose of inclusion in the budgeted appropriation for education for the fiscal year ending June 30, 2012, to cover education expenditures incurred during such fiscal year.
2. When the term of the current Superintendent of the Bridgeport Public Schools (the "BPS") expires, a new superintendent of schools of the BPS shall be selected by the BBOE from a pool of up to three candidates approved by the Commissioner.
3. When the term of the current Chief Financial Officer of the BPS expires, a new Chief Financial Officer of the BPS shall be selected by the BBOE from a pool of up to three candidates approved by the Commissioner.
4. The BBOE acknowledges and agrees that it shall be subject to additional processes or outcome targets and objectives to be included in the alliance district plan the BBOE submits pursuant to Section 34 of Public Act 12-116.
5. The City and the BBOE shall provide the Secretary of OPM, the Commissioner, and their staffs or agents full access to relevant City and BPS financial information and BPS staff members as deemed necessary by the Secretary and the Commissioner.
6. Not later than December 1, 2012, and annually thereafter until the loan is repaid, the City and the BBOE shall provide the Secretary of OPM and the Commissioner with a written report that includes the most recent expenditures to date and projections for the balance of the fiscal year in all general and special funds. Such annual reports shall be in a format approved by the Secretary and the Commissioner.
7. The City agrees that it shall repay the State of Connecticut for any funds loaned under this Agreement in accordance with the following schedule:
  - \$1 million on or before September 1, 2013;
  - \$1 million on or before July 1, 2014; and
  - \$1.5 million on or before July 1, 2015.

8. The BBOE acknowledges its obligations set forth herein, and it agrees that it shall comply with all of the conditions applicable to it.
9. The Commissioner, in his discretion and as permitted by Public Act 12-1 of the June Special Session, may agree to waive repayment, in whole or in part, upon finding that the City and the BBOE have complied with the conditions of such loan, the Commissioner has approved the alliance district plan submitted by the BBOE pursuant to Section 34 of Public Act 12-116, and the BBOE and BPS have made satisfactory progress toward achieving the additional requirements included in Bridgeport's alliance district plan submitted by the BBOE.
10. This loan agreement will be effective when it has been executed by all signatories, but not later than September 30, 2012.

APPROVALS AND ACCEPTANCES:

\_\_\_\_\_  
William Finch  
Mayor, City of Bridgeport

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Vallas  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stefan Pryor  
Commissioner, Department of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Benjamin Barnes  
Secretary, Office of Policy and Management

\_\_\_\_\_  
Date

Sec. 289. (Effective July 1, 2012) (a) The sum of \$ 2,300,000 appropriated in section 67 of public act 11-61 to the Department of Education, for Personal Services, for the fiscal year ending June 30, 2012, shall not lapse on June 30, 2012, and such funds shall continue to be available for the purpose of funding a loan to the city of Bridgeport to be included in the budgeted appropriation for education for the fiscal year ending June 30, 2012, for the city of Bridgeport during the fiscal year ending June 30, 2013.

(b) The sum of \$ 700,000 appropriated in section 67 of public act 11-61 to the Department of Education, for Sheff Settlement, for the fiscal year ending June 30, 2012, shall not lapse on June 30, 2012, and such funds shall continue to be available for the purpose of funding a loan to the city of Bridgeport to be included in the budgeted appropriation for education for the fiscal year ending June 30, 2012, for the city of Bridgeport during the fiscal year ending June 30, 2013.

(c) The sum of \$ 500,000 appropriated in section 67 of public act 11-61 to the Department of Education, for OPEN Choice Program, for the fiscal year ending June 30, 2012, shall not lapse on June 30, 2012, and such funds shall continue to be available for the purpose of funding a loan to the city of Bridgeport to be included in the budgeted appropriation for education for the fiscal year ending June 30, 2012, for the city of Bridgeport during the fiscal year ending June 30, 2013.

(d) The Commissioner of Education may, upon approval by the Secretary of the Office of Policy and Management, provide a loan of up to three million five hundred thousand dollars to the city of Bridgeport for the purposes of inclusion in the budgeted appropriation of education for the fiscal year ending June 30, 2012, to cover education expenditures incurred during such fiscal year. As a condition of making such loan under this section, the commissioner (1) shall require the selection of a superintendent of schools or chief financial officer of the Bridgeport school district from a pool of up to three candidates approved by the commissioner, and (2) may require additional process or outcome targets and objectives to be included in the alliance district plan submitted by the board of education pursuant to section 34 of public act 12-116. The city of Bridgeport shall repay such loan not later than June 30, 2015. The commissioner may permit the city of Bridgeport to repay such loan by reducing the equalization aid grant received pursuant to section 10-262h of the general statutes, as amended by this act, in each fiscal year of such repayment. The commissioner may, upon approval from the secretary, forgive all or a portion of such loan if the city of Bridgeport has complied with the conditions of such loan and the commissioner has approved the alliance district plan submitted by the board of education pursuant to section 34 of public act 12-116.

**\*99-11 Consent Calendar**

Agreement with Bridgeport City Supervisor's Association (BCSA) regarding their bargaining unit contract for the period of July 1, 2003 thru June 30, 2004 and July 1, 2004 thru June 30, 2008.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: September 17, 2012**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*

City Clerk

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Approved \_\_\_\_\_

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Mayor

---

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

## **\*99-11 Consent Calendar**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and Bridgeport City Supervisor's Association (BCSA) for the period of July 1, 2003 thru June 30, 2004 and July 1, 2004 thru June 30, 2008, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
Carlos Silva, Co-chair

\_\_\_\_\_  
Susan T. Brannelly, Co-chair

\_\_\_\_\_  
M. Evette Brantley

\_\_\_\_\_  
James Holloway

\_\_\_\_\_  
Amy Marie Vizzo-Paniccia

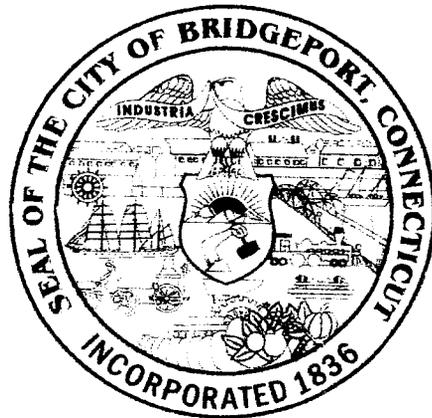
\_\_\_\_\_  
Angel M. dePara, Jr.

\_\_\_\_\_  
Richard Paoletto

AGREEMENT

between

THE CITY OF BRIDGEPORT



and

BRIDGEPORT CITY SUPERVISOR'S ASSOCIATION

July 1, 2003 to June 30, 2004

and

July 1, 2004 to June 30, 2008

Finalized and Printed May 21, 2012

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# AGREEMENT REGARDING 7/1/2003 - 6/30/2004 CONTRACT

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

1. Article 12 - Wages

Effective July 1, 2003 - 2% increase

2. One year contract July 1, 2003 to June 30, 2004

3. All other provisions of the Contract shall remain unchanged and in effect.

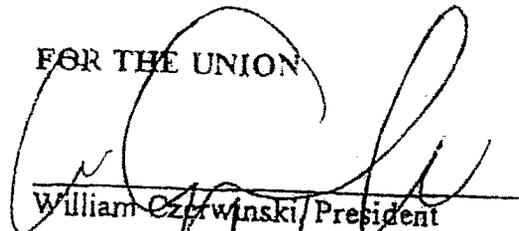
This TA is subject to City Council approval.

FOR THE CITY OF BRIDGEPORT

  
John Fabrizi, Mayor

12/4/03  
Date

FOR THE UNION

  
William Czerwinski, President

12/5/03  
Date

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

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

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

I. THE UNION AND UNION SECURITY

ARTICLE 1 – RECOGNITION

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

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

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

ARTICLE 2 – CHECK-OFF

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

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

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

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

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

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

### ARTICLE 3 - TOP SENIORITY

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

### ARTICLE 4 - SENIORITY

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

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

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

serve a probationary period.

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

#### ARTICLE 5 - LAY-OFF AND RECALL

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

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

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

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

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

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

## ARTICLE 6 – BARGAINING UNIT

- 6.1 This Agreement applies to and includes all employees of the City of Bridgeport listed in Exhibit A (Recognition) of this Contract, as amended by Article 13.6.
- 6.2 Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week are excluded.
- 6.3 The inclusion in the bargaining unit of a newly established supervisory or professional classification will be a subject for negotiations between the City and the Association.
- 6.4 Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute. If a newly established classification is determined to be a part of the bargaining unit, such classification shall be included as a part of the bargaining unit, such classification shall be included as a part of the bargaining unit without having to report to an election.

## ARTICLE 7 – ASSOCIATION ACTIVITIES

- 7.1 The City agrees that an Association Officer or Steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself from his/her work area may be withheld by the department head only, because of operation requirements, but in no event later than the start of the next regular shift. The Association agrees that the complaint will be handled as quickly as possible.
- 7.2 Four (4) Association officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.
- 7.3 Appropriate Association officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Director or his/her designee.
- 7.4 Association officers shall be able to consult with the Employer, his/her representative, Local Association officers, or other Association representatives concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relation Officer or his/her designee is notified in advance of such meetings and consultations.

## ARTICLE 8 - BULLETIN BOARDS

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

## II. MANGEMENT AND THE WORK PLACE

### ARTICLE 9 - MANAGEMENT RIGHTS

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

## ARTICLE 10 – SUB-CONTRACT

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

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

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

## ARTICLE 11 – HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

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

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

## ARTICLE 12 – DISCIPLINARY PROCEDURE

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

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

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

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

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

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

### ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 14 – TRANSFERS**

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

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

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

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

## **ARTICLE 15 – SHIFT PREFERENCE**

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

## **ARTICLE 16 – REST PERIODS**

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

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

## **ARTICLE 17 – DRUG TESTING**

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

### III. MONETARY PAYMENTS

#### ARTICLE 18 - WAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 19 - CALL BACK PAY

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

#### ARTICLE 20 - LONGEVITY

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

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

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

20.2 This longevity pay will be payable in each December.

### ARTICLE 21 - NIGHT BONUS

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

### ARTICLE 22 - RETROACTIVE PAYMENTS

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

### ARTICLE 23 - PUBLIC HEALTH NURSING SUPERVISORS

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

### ARTICLE 24 - PAYMENT OF TUITION

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

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

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

#### IV. BENEFITS

#### ARTICLE 25 - INSURANCE

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

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

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

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

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

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

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

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

#### 25.5

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

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

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

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

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

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

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

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

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

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

**25.12**

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

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

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

## ARTICLE 26 – PENSION PLAN

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

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

## ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 28 - WEARING APPAREL

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

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

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

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

job is required to perform manual labor.

## V. HOLIDAYS AND LEAVES

### ARTICLE 29 - HOLIDAYS

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

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

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

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

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

### ARTICLE 30 - VACATIONS

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

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

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

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

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

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

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

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

## ARTICLE 31 – SICK LEAVE

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

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

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

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

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

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

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

**31.5 Administration:**

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

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

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

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

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

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

### ARTICLE 32 - PERSONAL LEAVE

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

### ARTICLE 33 - BEREAVEMENT LEAVE

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

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

### ARTICLE 34 - LEAVES OF ABSENCES

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

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

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

### ARTICLE 35 - PREGNANCY LEAVE

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

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

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

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

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

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

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

## ARTICLE 36 – WORKER'S COMPENSATION

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

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

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

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

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

## ARTICLE 37 – JURY DUTY

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

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

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

## VI. MISCELLANEOUS

### ARTICLE 38 - CIVIL SERVICE APPLICABILITY

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

### ARTICLE 39 - NONDISCRIMINATION

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

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

### ARTICLE 40 - COPIES OF THE CONTRACT

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

## **ARTICLE 41 – SAVINGS CLAUSE**

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

## **ARTICLE 42 – TERMINATION**

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

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

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

## **ARTICLE 44 – AMERICANS WITH DISABILITIES ACT**

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

## **ARTICLE 45 – SUPERVISORY TRAINING**

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

New Probationary supervisory employees shall be required to complete

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

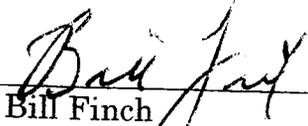
If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training.

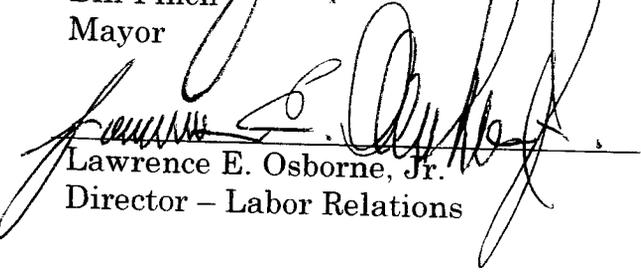
The selection of candidates, for training programs, shall be determined by the employee's expression of interest, aptitude, and work record. All requested training shall be approved by employee's Department Head. For qualified applicant, assignments to training will be determined by order of seniority.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

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

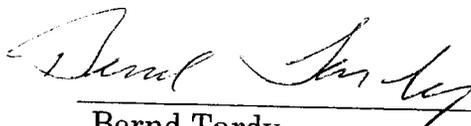
Signed this 21 day of May, 2012.

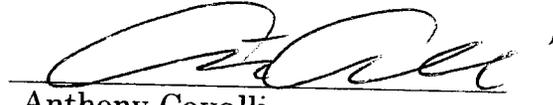
FOR THE CITY

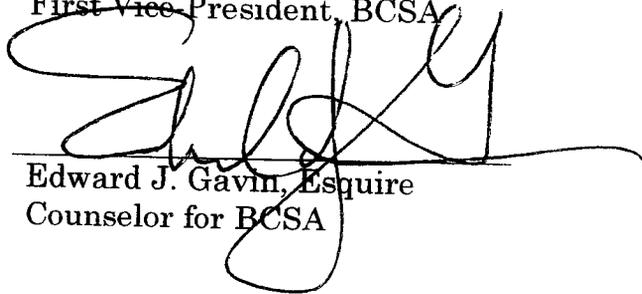
  
\_\_\_\_\_  
Bill Finch  
Mayor

  
\_\_\_\_\_  
Lawrence E. Osborne, Jr.  
Director - Labor Relations

FOR THE UNION

  
\_\_\_\_\_  
Bernd Tardy  
President, BSCA

  
\_\_\_\_\_  
Anthony Cavalli  
First Vice President, BCSA

  
\_\_\_\_\_  
Edward J. Gavin, Esquire  
Counselor for BCSA

## EXHIBIT A – JOB TITLES

### JOB TITLES

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

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

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

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

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

**EXHIBIT B - Thirty-Five Hour Per Week Employees**

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

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

## EXHIBIT C - EMPLOYEES SUBJECT TO CITY HALL HOURS

### STIPULATION RE: ALL CITY EMPLOYEES SUBJECT TO CITY HALL HOURS

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

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

## EXHIBIT D - OVERTIME

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

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

## EXHIBIT E - Distribution of Overtime

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

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

## EXHIBIT F – Compensatory Time/Flex Time

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

### General Provisions

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

### Flex/Compensatory Time

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

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<sup>1</sup> This limitation applies to all references to department heads

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

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

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<sup>2</sup> This limitation applies to all references in department heads who are BCSA members.

# EXHIBIT G

SEVEN YEARS OF BENEFIT

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



| Annual deductibles and maximums   | In-network   | Out-of-network   |
|---|--|--|
| <b>Lifetime maximum</b>   | Unlimited per individual                               |  |
| <b>Coinsurance</b>  | You pay 0%<br>Plan pays 100%                           | You pay 20%<br>Plan pays 80%                                 |
| <p><b>Maximum Reimbursable Charge</b></p> <ul style="list-style-type: none"> <li>• Determined based on the lesser of:               <ul style="list-style-type: none"> <li>• the health care professional's normal charge for a similar service; or</li> <li>• 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.</li> </ul> </li> <li>• 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"> <li>• the health care professional's normal charge for a similar service or supply; or</li> <li>• the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.</li> </ul> </li> <li>• Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations.</li> </ul> | N/A  | 200%   |
| <b>Calendar year deductible</b>   | <b>Individual</b><br>None<br><br><b>Family</b><br>None | <b>Individual</b><br>None<br><br><b>Family</b><br>None       |
| <b>Calendar year out-of-pocket maximum</b>  | <b>Individual</b><br>None<br><br><b>Family</b><br>None | <b>Individual</b><br>\$1,000<br><br><b>Family</b><br>\$2,000 |
| Benefits  | In-network   | Out-of-network   |
| <b>Physician services</b>   |  |  |
| <b>Office visit</b>   |  |  |
| <ul style="list-style-type: none"> <li>• Primary Care Physician</li> </ul>  | You pay \$20 per visit                                 | You pay 20%<br>Plan pays 80%                                 |
| <ul style="list-style-type: none"> <li>• Specialist</li> </ul>  | You pay \$20 per visit                                 | You pay 20%<br>Plan pays 80%                                 |



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



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



| Annual deductibles and maximums  | In-network   | Out-of-network   |
|--|--|--|
| <b>Hospice</b><br>Inpatient services<br><br>Outpatient services  | No Charge<br><br>No Charge   | You pay 20%<br>Plan pays 80%<br><br>You pay 20%<br>Plan pays 80%           |
| <b>Other health care services</b>  |  |  |
| <b>Durable medical equipment</b><br><ul style="list-style-type: none"> <li>• Unlimited calendar year maximum</li> </ul>  | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>External prosthetic appliances (EPA)</b><br><ul style="list-style-type: none"> <li>• Unlimited calendar year maximum</li> <li>• Includes foot orthotics</li> <li>• Includes Wigs</li> </ul>   | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>Hearing Aid for children to age 12</b><br><ul style="list-style-type: none"> <li>• \$1,000 calendar year maximum</li> </ul>   | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>Acupuncture</b>   | You pay \$20 per visit   | Not covered  |
| <b>Naturopathy Services</b>  | You pay \$20 per visit   | You pay \$20 deductible per visit, then plan pays 100%                     |
| <b>TMJ, surgical and non-surgical</b><br><ul style="list-style-type: none"> <li>• Office visits</li> <li>• Inpatient hospital facility</li> <li>• Outpatient facility</li> <li>• Physician services</li> </ul>   | 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 |
| <b>Oral Surgery</b><br><ul style="list-style-type: none"> <li>• Limited to removal of bony impacted teeth including wisdom teeth</li> <li>• Physician's Office</li> <li>• Inpatient Facility</li> <li>• Outpatient Surgical Facility</li> <li>• Physician's Services</li> </ul>  | Cost and reimbursement vary based on the facility in which it is performed | You pay 20%<br>Plan pays 80%   |
| <b>Infertility</b><br><ul style="list-style-type: none"> <li>• Office visit for testing, treatment and artificial insemination</li> <li>• Inpatient hospital facility</li> <li>• Outpatient hospital facility</li> <li>• Physician services</li> <li>• Surgical treatment limited to procedures to correct infertility</li> <li>• Excludes IVF, GIFT and ZIFT</li> </ul> | 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   |
|---|--|--|
| <b>Family planning</b> <ul style="list-style-type: none"> <li>Office visits</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Physician services</li> <li>Surgical services such as tubal ligation or vasectomy are covered (excluding reversals).</li> <li>Includes contraceptive devices</li> </ul>  | 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 |
| <b>Oxygen</b>   | No Charge  | No Charge  |
| <b>Mental health and substance abuse services</b>   |  |  |
| Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration: <ul style="list-style-type: none"> <li>Substance Abuse includes Alcohol and Drug Abuse services.</li> <li>Transition of Care benefits are provided for a 90-day time period.</li> </ul>   |  |  |
| <b>Inpatient mental health services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>  | \$200 copay per admission  | \$200 deductible, then you pay 20%, Plan pays 80%                          |
| <b>Outpatient mental health physician's office services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>  | You pay \$20 per visit   | You pay 20%<br>Plan pays 80%   |
| <b>Outpatient mental health outpatient facility services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>This includes group therapy mental health and intensive outpatient mental health</li> </ul> | You pay \$20 per visit   | You pay 20%<br>Plan pays 80%   |
| <b>Inpatient substance abuse services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>  | \$200 copay per admission  | \$200 deductible, then you pay 20%, Plan pays 80%                          |
| <b>Outpatient substance abuse - physician's office services</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> <li>Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>  | You pay \$20 per visit   | You pay 20%<br>Plan pays 80%   |

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



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



### Definitions

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

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

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

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

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

### Exclusions

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

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

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

#### **These are only the highlights**

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

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

## Additional Information

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

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

### Exclusions

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

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

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

Revised July, 2011

## Exclusions

covered under this Agreement.

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

## Exclusions

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

### **These are only the highlights**

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

## Exhibit H – Vision Plan

### VISION CARE BENEFITS FOR CITY OF BRIDGEPORT

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

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

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

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

USING your VSP benefit is easy.

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

Your Coverage with a VSP Doctor

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

Frame.....Every 24 months

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

-OR-

Contact Lens care

No copay applies.....every 12 months

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

**Extra Discounts and Savings**

Glasses and Sunglasses

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

Contacts

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

Laser Vision Correction

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

**Your Coverage with Other Providers**

Visit [vsp.com](http://vsp.com) for details, if you plan to see a provider other than a VSP doctor.

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

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

| Previous Article # - 1999-2003 contract | New Article # - Title (2004-2008 contract)       |
|---|--|
|   | <b>I. THE UNION AND UNION SECURITY</b>           |
| 1                                       | Article 1 – Recognition                          |
| 3                                       | Article 2 – Check-off                            |
| 5                                       | Article 3 - Top Seniority                        |
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| 9                                       | Article 5 - Lay-Off and Recall                   |
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| 7                                       | Article 11- Hours of Work and Overtime           |
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| 11                                      | Article 13 - Grievance and Arbitration Procedure |
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| 29                                      | Article 15 - Shift Preference                    |
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| 14                                      | Article 19 - Call Back Pay                       |
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| 19                                      | Article 25 - Insurance                           |

| <b>Previous Article # - 1999-2003 contract</b> | <b>New Article # - Title (2004-2008 contract)</b>                           |
|--|---|
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|  | <b>V. HOLIDAYS AND LEAVES</b>   |
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| 18   | Article 30- Vacations   |
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| 22   | Article 32 – Personal Leave   |
| 23   | Article 33 - Bereavement Leave  |
| 24   | Article 34 - Leaves of Absences   |
| 25   | Article 35 - Pregnancy Leave  |
| 26   | Article 36 - Worker's Compensation  |
| 27   | Article 37 - Jury Duty  |
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| 42   | Article 43 - Application to Retirees and Others Separated From City Service |
| 43   | Article 44 - Americans with Disabilities Act                                |
| 45   | Article 45 - Supervisory Training   |

**\*106-11 Consent Calendar**

Agreement with New England Health Care Employees<sup>4</sup>  
Union, Local 1199 regarding their bargaining unit  
contract.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: September 17, 2012**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*

City Clerk

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Approved \_\_\_\_\_

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*Mayor*

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

## **\*106-11 Consent Calendar**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and New England Health Care Employees Union, Local 1199, for the period of July 1, 2008 thru June 30, 2012, be and it hereby is, in all respects, approved, ratified and confirmed.

### **RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
Carlos Silva, Co-chair

\_\_\_\_\_  
Susan T. Brannelly, Co-chair

\_\_\_\_\_  
M. Evette Brantley

\_\_\_\_\_  
James Holloway

\_\_\_\_\_  
Amy Marie Vizzo-Paniccia

\_\_\_\_\_  
Angel M. dePara, Jr.,

\_\_\_\_\_  
Richard Paoletto

**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 (31<sup>st</sup>) 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 31<sup>st</sup> 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 VII - 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 MERA (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 Appendices 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 nursing 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 grade in 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 MERF 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 1<sup>st</sup>, 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 (4<sup>th</sup>) 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 (4<sup>th</sup>) to thirteenth (13<sup>th</sup>) 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

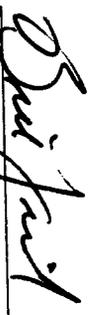
The City agrees to meet and consult with the Union before administering changes in the Department policies. Such consultations have the sole purpose of allowing input from the Union. In no way, however, is such input by the Union to be construed as in any way binding upon the City.

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

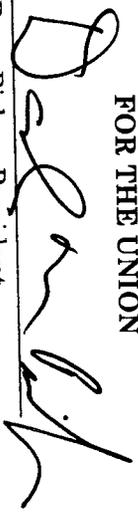


Thomas C. McCarthy  
Deputy Director of Labor Relations

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 Hayslope 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 in 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 **1199SEIU** 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

APPENDIX A

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<br>\$953.04   | \$51,251.00<br>\$985.60   | \$52,380.00<br>\$1,007.31 | \$53,533.00<br>\$1,029.48 | \$54,581.00<br>\$1,049.63 |
| N*     | 4512     | SCHOOL HEALTH NURSE   | \$49,558.00<br>\$953.04   | \$51,251.00<br>\$985.60   | \$52,380.00<br>\$1,007.31 | \$53,533.00<br>\$1,029.48 | \$54,581.00<br>\$1,049.63 |
| N      | 4514     | NURSE PRACTITIONER    | \$71,836.00<br>\$1,381.46 | \$75,659.00<br>\$1,454.98 | \$77,344.00<br>\$1,487.38 | \$78,874.00<br>\$1,516.81 | \$80,438.00<br>\$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 | \$52,799.00 | \$53,951.00 | \$55,139.00 | \$56,218.00 |
|        |          |                       | \$981.63    | \$1,015.17  | \$1,037.52  | \$1,060.37  | \$1,081.12  |
| N*     | 4512     | SCHOOL HEALTH NURSE   | \$49,558.00 | \$51,251.00 | \$52,380.00 | \$53,533.00 | \$54,581.00 |
|        |          |                       | \$953.04    | \$985.60    | \$1,007.31  | \$1,029.48  | \$1,049.63  |
| N      | 4514     | NURSE PRACTITIONER    | \$73,991.00 | \$77,929.00 | \$79,664.00 | \$81,240.00 | \$82,851.00 |
|        |          |                       | \$1,422.90  | \$1,498.63  | \$1,532.00  | \$1,562.31  | \$1,593.29  |

CITY OF BRIDGEPORT

July 1, 2010

2%

| NURSES |          | CITY OF BRIDGEPORT    |                           |                           |                           |                           | July 1, 2010              | 2% |
|--------|----------|-----------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|----|
| UNION  | JOB CODE | JOB TITLE             | STEP 1                    | STEP 2                    | STEP 3                    | STEP 4                    | STEP 5                    |    |
| N      | 4511     | PUBLIC HEALTH NURSE I | \$52,065.90<br>\$1,001.27 | \$53,844.78<br>\$1,035.48 | \$55,030.02<br>\$1,058.27 | \$56,241.78<br>\$1,081.57 | \$57,342.36<br>\$1,102.74 |    |
| N*     | 4512     | SCHOOL HEALTH NURSE   | \$49,568.00<br>\$953.04   | \$51,251.00<br>\$985.60   | \$52,380.00<br>\$1,007.31 | \$53,533.00<br>\$1,029.48 | \$54,581.00<br>\$1,049.63 |    |
| N      | 4514     | NURSE PRACTITIONER    | \$75,470.82<br>\$1,451.36 | \$79,487.58<br>\$1,528.61 | \$81,257.28<br>\$1,562.64 | \$82,864.80<br>\$1,593.55 | \$84,508.02<br>\$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<br>\$1,021.29 | \$54,922.00<br>\$1,056.19 | \$56,131.00<br>\$1,079.44 | \$57,367.00<br>\$1,103.21 | \$58,489.00<br>\$1,124.79 |
| N*     | 4512     | SCHOOL HEALTH NURSE   | \$49,558.00<br>\$953.04   | \$51,251.00<br>\$985.60   | \$52,380.00<br>\$1,007.31 | \$53,533.00<br>\$1,029.48 | \$54,581.00<br>\$1,049.63 |
| N      | 4514     | NURSE PRACTITIONER    | \$76,980.00<br>\$1,480.38 | \$81,078.00<br>\$1,559.19 | \$82,882.00<br>\$1,593.88 | \$84,522.00<br>\$1,625.42 | \$86,198.00<br>\$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 | \$54,169.00<br>\$1,041.71 | \$56,020.00<br>\$1,077.31 | \$57,254.00<br>\$1,101.04 | \$58,514.00<br>\$1,125.27 | \$59,659.00<br>\$1,147.29 |
| N*     | 4512     | SCHOOL HEALTH NURSE   | \$49,558.00<br>\$953.04   | \$51,251.00<br>\$985.60   | \$52,380.00<br>\$1,007.31 | \$53,533.00<br>\$1,029.46 | \$54,581.00<br>\$1,049.63 |
| N      | 4514     | NURSE PRACTITIONER    | \$78,520.00<br>\$1,510.00 | \$82,700.00<br>\$1,590.38 | \$84,540.00<br>\$1,625.77 | \$86,212.00<br>\$1,657.92 | \$87,922.00<br>\$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                                 |
|--|--|--|
| <b>Lifetime maximum</b>  | Unlimited per individual   | \$1,000,000 per individual                     |
| <b>Coinsurance</b>   | You pay 0%<br>Plan pays 100%   | You pay 20%<br>Plan pays 80%                   |
| <b>Maximum Reimbursable Charge</b> <ul style="list-style-type: none"> <li>Determined based on the lesser of: <ul style="list-style-type: none"> <li>the health care professional's normal charge for a similar service; or</li> <li>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.</li> </ul> </li> <li>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"> <li>the health care professional's normal charge for a similar service or supply; or</li> <li>the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.</li> </ul> </li> <li>Out-of-network services are subject to a calendar year deductible and maximum reimbursable charge limitations.</li> </ul> | N/A  | 200%   |
| <b>Calendar year deductible</b>  | Individual<br>None<br><br>Family<br>None   | Individual<br>None<br><br>Family<br>None       |
| <b>Calendar year out-of-pocket maximum</b>   | Individual<br>None<br><br>Family<br>None   | Individual<br>\$1,000<br><br>Family<br>\$2,000 |
| Benefits   | In-network   | Out-of-network                                 |
| <b>Physician services</b>  |  |  |
| <b>Office visit</b>  | Primary care physician<br>You pay \$25 per visit<br>Specialist<br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%                   |

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



| Annual deductibles and maximums   | In-network   | Out-of-network                                    |
|---|--|---|
| <b>Physician services (hospital)</b> <ul style="list-style-type: none"> <li>In hospital visits and consultations</li> <li>Inpatient</li> <li>Outpatient</li> </ul>                                  | <b>Inpatient services</b><br>No Charge<br><br><b>Outpatient services</b><br>No Charge                  | You pay 20%<br>Plan pays 80%                      |
| <b>Surgery (in a physician's office)</b>  | <b>Primary care physician</b><br>You pay \$25 per visit<br><b>Specialist</b><br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%                      |
| <b>Allergy Services</b>   | <b>Primary care physician</b><br>You pay \$25 per visit<br><b>Specialist</b><br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%                      |
| <b>Preventive care</b>  |  |   |
| <b>Children (through age 2)</b> <ul style="list-style-type: none"> <li>Immunizations are covered at no charge.</li> </ul>   | <b>Primary care physician</b><br>You pay \$25 per visit<br><b>Specialist</b><br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%                      |
| <b>Adults and children (age 3 and older)</b> <ul style="list-style-type: none"> <li>Immunizations are covered at no charge.</li> </ul>  | <b>Primary care physician</b><br>You pay \$25 per visit<br><b>Specialist</b><br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%                      |
| <b>Mammogram, PSA, Pap Smear</b> <ul style="list-style-type: none"> <li>Associated wellness exam subject to the office visit copay.</li> </ul>  | No Charge  | You pay 20%<br>Plan pays 80%                      |
| <b>Hearing Exams to age 18</b>  | <b>Primary care physician</b><br>You pay \$25 per visit<br><b>Specialist</b><br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%                      |
| <b>Routine Eye Exam</b><br><b>Limited to one per calendar year</b><br><b>Exclude refractions</b>  | You pay \$40 per visit   | You pay 20%<br>Plan pays 80%                      |
| <b>Inpatient hospital facility services</b>   |  |   |
| <b>Semi-private room and board and other non-physician services</b> <ul style="list-style-type: none"> <li>Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc.</li> </ul> | \$200 copay per admission  | \$200 deductible, then you pay 20%, Plan pays 80% |
| <b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>                       | No Charge  | You pay 20%<br>Plan pays 80%                      |

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



| Annual deductibles and maximums   | In-network   | Out-of-network                      |
|---|--|-------------------------------------|
| <b>Outpatient services</b>  |  |                                     |
| <b>Outpatient surgery (facility charges)</b>  | You pay \$25 per visit   | You pay 20%<br>Plan pays 80%        |
| <b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>  | No Charge  | You pay 20%<br>Plan pays 80%        |
| <b>Physical, occupational, and chiropractic therapy</b> <ul style="list-style-type: none"> <li>30 days per calendar year for all therapies combined</li> <li>Includes physical therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy</li> <li>Includes chiropractic therapy (Includes chiropractors)</li> </ul> | <b>Primary care physician</b><br>You pay \$25 per visit<br><b>Specialist</b><br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%        |
| <b>Speech Therapy</b> <ul style="list-style-type: none"> <li>60 days per calendar year</li> </ul>   | <b>Primary care physician</b><br>You pay \$25 per visit<br><b>Specialist</b><br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%        |
| <b>Cardiac Rehabilitation</b> <ul style="list-style-type: none"> <li>Unlimited days per calendar year</li> </ul>  | <b>Primary care physician</b><br>You pay \$25 per visit<br><b>Specialist</b><br>You pay \$40 per visit | You pay 20%<br>Plan pays 80%        |
| <b>Lab and X-ray</b>  |  |                                     |
| <b>Lab and X-ray</b> <ul style="list-style-type: none"> <li>Physician's office</li> <li>Outpatient hospital facility</li> <li>Emergency room</li> <li>Independent x-ray and/or lab facility</li> <li>Independent x-ray and/or lab facility as part of an ER visit</li> </ul>  | No Charge  | You pay 20%<br>Plan pays 80%        |
| <b>Advanced radiological imaging</b> <ul style="list-style-type: none"> <li>MRI, MRA, CT Scan, PET Scan, etc.</li> <li>Inpatient hospital facility, outpatient hospital facility, emergency room, urgent care facility or physician's office</li> </ul>   | No Charge  | You pay 20%<br>Plan pays 80%        |
| <b>Emergency and urgent care services</b>   |  |                                     |
| <b>Hospital emergency room</b> <ul style="list-style-type: none"> <li>Includes radiology, pathology and physician charges</li> <li>Emergency room copay waived if admitted</li> </ul>   | You pay a \$75 copay then no charge  | You pay a \$75 copay then no charge |
| <b>Ambulance</b>  | No Charge  |                                     |
| <b>Urgent care services</b> <ul style="list-style-type: none"> <li>Urgent care copay waived if admitted</li> </ul>  | \$25 copay per visit   | \$25 copay per visit                |

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



| Annual deductibles and maximums  | In-network   | Out-of-network   |
|--|--|--|
| <b>Other health care facilities</b>  |  |  |
| <b>Skilled nursing facility, rehabilitation hospital and other facilities</b> <ul style="list-style-type: none"> <li>• Combined 60 days per calendar year</li> </ul>   | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>Home health care</b> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> </ul>   | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>Hospice</b>   |  |  |
| Inpatient services   | No Charge  | You pay 20%<br>Plan pays 80%   |
| Outpatient services  | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>Other health care services</b>  |  |  |
| <b>Durable medical equipment</b> <ul style="list-style-type: none"> <li>• \$500 calendar year maximum</li> <li>• Includes Wigs</li> </ul>  | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>External prosthetic appliances (EPA)</b> <ul style="list-style-type: none"> <li>• \$5,000 calendar year maximum</li> <li>• Includes foot orthotics</li> </ul>   | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>Hearing Aid for children to age 12</b> <ul style="list-style-type: none"> <li>• \$1,000 calendar year maximum</li> </ul>  | No Charge  | You pay 20%<br>Plan pays 80%   |
| <b>Acupuncture</b>   | You pay \$40 per visit   | Not covered  |
| <b>Naturopathy Services</b>  | You pay \$25 per visit   | You pay \$25 deductible per visit, then plan pays 100%                     |
| <b>TMJ, surgical and non-surgical</b> <ul style="list-style-type: none"> <li>• Office visits</li> <li>• Inpatient hospital facility</li> <li>• Outpatient facility</li> <li>• Physician services</li> </ul>  | 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 |
| <b>Infertility</b> <ul style="list-style-type: none"> <li>• Office visit for testing, treatment and artificial insemination</li> <li>• Inpatient hospital facility</li> <li>• Outpatient hospital facility</li> <li>• Physician services</li> <li>• Surgical treatment limited to procedures to correct infertility</li> <li>• Exclude IVF, GIFT and ZIFT</li> </ul> | 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><b>Family planning</b></p> <ul style="list-style-type: none"> <li>• Office visits</li> <li>• Inpatient hospital facility</li> <li>• Outpatient facility</li> <li>• Physician services</li> <li>• Surgical services such as tubal ligation or vasectomy are covered (excluding reversals).</li> <li>• Includes contraceptive devices</li> </ul>                                      | <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><b>Oxygen</b></p>   | <p>No Charge</p>  | <p>No Charge</p>  |
| <p><b>Mental health and substance abuse services</b></p>   |   |   |
| <p>Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:</p>   |   |   |
| <ul style="list-style-type: none"> <li>• Substance Abuse includes Alcohol and Drug Abuse services.</li> <li>• Transition of Care benefits are provided for a 90-day time period.</li> </ul>  |   |   |
| <p><b>Inpatient mental health services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network mental health services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>  | <p>\$200 copay per admission</p>  | <p>\$200 deductible, then you pay 20%, Plan pays 80%</p>                          |
| <p><b>Outpatient mental health physician's office services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>  | <p>You pay \$40 per visit</p>   | <p>You pay 20%<br/>Plan pays 80%</p>  |
| <p><b>Outpatient mental health outpatient facility services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>• This includes group therapy mental health and intensive outpatient mental health</li> </ul> | <p>You pay \$40 per visit</p>   | <p>You pay 20%<br/>Plan pays 80%</p>  |
| <p><b>Inpatient substance abuse services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>  | <p>\$200 copay per admission</p>  | <p>\$200 deductible, then you pay 20%, Plan pays 80%</p>                          |
| <p><b>Outpatient substance abuse - physician's office services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>  | <p>You pay \$40 per visit</p>   | <p>You pay 20%<br/>Plan pays 80%</p>  |

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



| Annual deductibles and maximums  | In-network                                     | Out-of-network                       |
|--|--|--------------------------------------|
| <p><b>Outpatient substance abuse outpatient facility services</b></p> <ul style="list-style-type: none"> <li>• Unlimited days per calendar year</li> <li>• Out of network mental health and substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>• This includes intensive outpatient substance abuse</li> </ul> | <p>You pay \$40 per visit</p>                  | <p>You pay 20%<br/>Plan pays 80%</p> |
| <p><b>Prescription drugs</b></p>   |  |                                      |
| <p><b>Pharmacy coverage</b></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.

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**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](http://vsp.com) or call 800-877-7195.
- Review your benefit information. Visit [vsp.com](http://vsp.com) to review your plan coverage before your appointment.
- At your appointment, tell them you have VSP. There's no ID card required.

Your Coverage with a VSP Doctor

**Your Coverage with a VSP Doctor**

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

Frame.....Every 24 months

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

-OR-

Contact Lens care

No copay applies.....every 12 months

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

**Extra Discounts and Savings**

- Glasses and Sunglasses
- Average 35-40% savings on all non-covered lens options
  - 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision exam
- Contacts
- 15% off cost of contact lens exam (fitting and evaluation)
- Laser Vision Correction
- Average 15% off the regular price of 5% off the promotional price.  
 Discounts only available from contracted facilities.
  - After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

**Your Coverage with Other Providers**

Visit [vsp.com](http://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

**APPENDIX H**

**LONGEVITY**

Effective July 1, 2005, each employee who has or will have five (5) or more years of continuous municipal service, of said contract year, shall receive an annual payment calculated by multiplying the sum of seventy (\$70) dollars by the number of years of such completed service.

Such payment shall not exceed eighteen hundred dollars (\$1,800) per annum.

**Side Letter of Agreement #1  
Regarding Seniority & Bidding  
Between the City of Bridgeport and District 1199**

The parties have agreed that for the purposes of bidding for assignments and vacancies only, seniority shall be defined as the length of continuous employment in an 1199 bargaining unit position in the City of Bridgeport covered under this collective bargaining agreement (i.e. Public Health Nurse or Nurse Practitioner).

This clarification shall not be construed as to increase or decrease any current or future employee' benefits, bidding rights, or working conditions but shall mean that any employee hired into the bargaining unit after the date of ratification shall have their bidding seniority defined differently than their bargaining unit seniority.

**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**

**Side Letter of Agreement #2  
Regarding Malpractice Coverage  
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.

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.

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

**FOR THE UNION**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**FOR THE CITY**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**\*125-11 Consent Calendar**

Agreement with Fairfield County Building Trades for the period of July 31, 2011 thru July 31, 2015, regarding their bargaining unit contract.

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**Report  
of  
Committee  
on  
Contracts**

**Submitted: September 17, 2012**

Adopted: \_\_\_\_\_

Attest: Fleeta S. Hudson  
City Clerk

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Approved \_\_\_\_\_

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*Mayor*

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

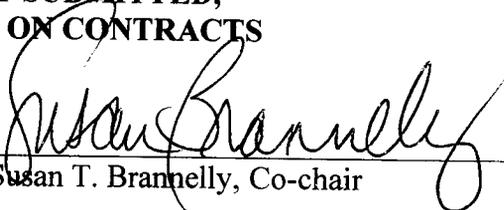
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

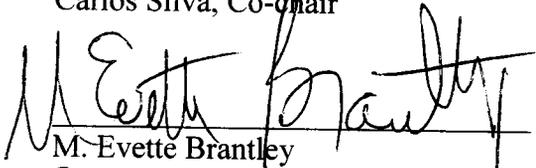
**\*125-11 Consent Calendar**

**RESOLVED**, That the attached collective bargaining agreement between the City of Bridgeport and Fairfield County Building Trades for the period of July 31, 2011 thru July 31, 2015, be and it hereby is, in all respects, approved, ratified and confirmed.

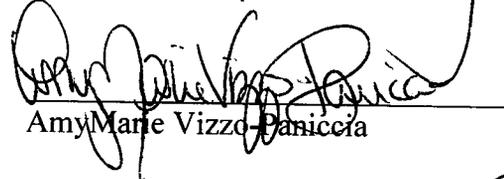
**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

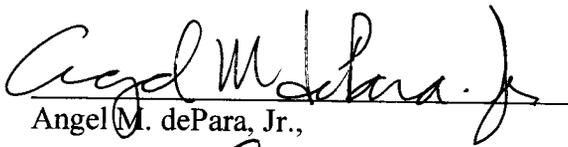
\_\_\_\_\_  
Carlos Silva, Co-chair

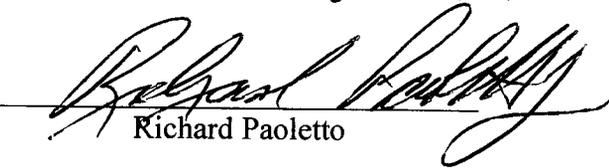
  
\_\_\_\_\_  
Susan T. Brannelly, Co-chair

  
\_\_\_\_\_  
M. Evette Brantley

\_\_\_\_\_  
James Holloway

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia

  
\_\_\_\_\_  
Angel M. dePara, Jr.,

  
\_\_\_\_\_  
Richard Paoletto

**Tentative Agreement  
Between  
City of Bridgeport  
And  
Fairfield County Building Trades**

This tentative agreement is a full and final agreement between the City of Bridgeport and the Fairfield County Building Trades Association (formerly Bridgeport Building Trades Council) as it relates to a successor Collective bargaining agreement for the period July 31, 2011 to July 31, 2015. The undersigned parties understand and agree to all items contained herein.

1. For members hired as regular full time employees prior to 8/1/2013, Premium Cost Share contributions for active employees shall be increased according to the following schedule:

| <b>Contract Dates</b>  | <b>Healthcare PCS</b> |
|------------------------|-----------------------|
| 9/1/2012 to 07/31/2013 | 20%                   |
| 8/1/2013 to 07/31/2014 | 22%                   |
| 8/1/2014               | 25%                   |

For these employees the PCS will be capped at 25%. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

2. Regardless of start date, any new bargaining unit member hired on or after August 1, 2013 shall pay a health care premium cost share (PCS) for the above named insurances, which shall be payroll deducted weekly according to the following schedule:

| <b>One year period beginning</b>  | <b>PCS Rate</b> |
|---|-----------------|
| August 1, 2013  | 25%             |
| August 1, 2014  | 26%             |
| August 1, 2015  | 27%             |
| PCS contributions shall increase by 1% per year on August 1 <sup>st</sup> of each year thereafter, until a cap of 50% is reached. |                 |

3. Effective 1/1/2013, for a benefits eligible employee waiving health benefits coverage in any benefit year, the City shall increase its payment in lieu of health benefits one thousand five hundred (\$1,500) dollars per benefit year. This amount shall be paid in two (2) equal installments: 50% in June, and 50% in December.
4. Any employee who leaves City employment and returns to City employment in a manner conforming to Section 210 – “Reemployment Lists” of the Charter of the City of Bridgeport shall, for the purposes of contributions to health care insurance premiums, return to the employee group to which they were formerly assigned as determined by their original date of hire, and shall not be considered a new hire.
5. Sections 12.3, 12.4 and 12.11 of the Collective Bargaining Agreement shall be changed as follows:

- 12.3 Retirees prior to the first day of this Agreement, and employees hired prior to 8/1/2013 who subsequently retire, and their enrolled eligible spouses at the time of retirement, 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 shall pay a 25% contribution of the annual premium cost, or equivalent cost as determined by the City, for this coverage

An employee hired on or after 8/1/2013 who subsequently retires, and his/her enrolled eligible spouse at the time of retirement, 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 percentage contributions for coverage, equal to the percentage contribution they were making at the time of retirement.

- 12.4 For employees, and their enrolled eligible spouse at the time of retirement, who retire subsequent to the first day 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, as provided for active employees, as the same may be modified from time to time under this or any future collective bargaining agreement. Coverage for surviving

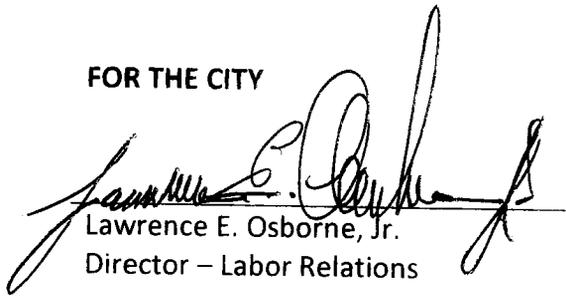
spouses shall terminate upon remarriage. Retired employees and their enrolled spouses must accept Medicare Part B if eligible.

For purpose of this Article "retiree" shall mean:

- A) For employees hired prior to 8/1/2013 a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal Employees Retirement System (CMERS) and who (a) has not less than fifteen (15) years of municipal service and is not less than fifty-five (55) years of age upon retirement; or (b) has not less than twenty-five (25) years of municipal service regardless of age. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their surviving spouses, shall make contributions for coverage equal to 25% of the annual premium cost, or equivalent cost as determined by the City, for this coverage.
  - B) For employees hired on or after 8/1/2013, a retiree is an employee who is eligible to receive full pension benefits in accordance with the requirements of Connecticut Municipal Employees Retirement System (CMERS) and who has not less than twenty five (25) years of municipal service. Benefits shall be as set forth or as said benefits may be changed by agreement of the City and the Union. Such retirees, and their enrolled eligible spouses at the time of retirement, shall make percent contributions for coverage equal to the percent contribution they were making at the time of retirement.
- 12.11 A) For employees who retire on or after June 30, 2001 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, a supplemental plan to Medicare Part B providing benefits equal to the Medical Plan, to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase or decrease in such contributions as such increase or decrease may exist from time to time in accordance with the provisions of subsections 3 and 4 of this article.

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 cost 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 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 alternate coverage or the retirees' 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.

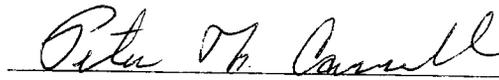
FOR THE CITY

  
Lawrence E. Osborne, Jr.  
Director – Labor Relations

Date

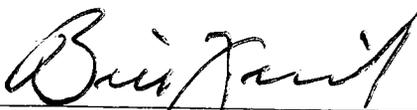
8/6/12

FOR THE UNION

  
Peter F. Carroll  
President – Fairfield County  
Building Trades Association

Date

8-3-12

  
Bill Finch, Mayor

Date

8/7/12



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

127-11

**RESOLVED**, That the attached Real Property Purchase Agreement with 125 Access Road LLC, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON CONTRACTS**

\_\_\_\_\_  
Carlos Silva, Co-chair

\_\_\_\_\_  
Susan T. Brannelly, Co-chair

\_\_\_\_\_  
M. Evette Brantley

\_\_\_\_\_  
James Holloway

\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

\_\_\_\_\_  
Angel M. dePara, Jr.,

\_\_\_\_\_  
Richard Paoletto

REAL PROPERTY PURCHASE AGREEMENT  
BETWEEN  
CITY OF BRIDGEPORT, CONNECTICUT, as Seller  
AND  
125 ACCESS ROAD, LLC, as Purchaser

DATED: July 24, 2012

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DEFINED TERMS

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**REAL PROPERTY PURCHASE AGREEMENT**

THIS REAL PROPERTY PURCHASE AGREEMENT (the "Agreement") is hereby made and entered into as of July \_\_\_\_\_, 2012 (the "Effective Date") by and between the CITY OF BRIDGEPORT, CONNECTICUT, a Connecticut municipal corporation (the "Seller"), and 125 ACCESS ROAD, LLC, a Connecticut limited liability company (the "Purchaser").

**WITNESSETH THAT:**

WHEREAS, Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth,

(a) that certain tract or parcel of located at 125 Access Road in Stratford, Connecticut, more particularly described on Exhibit A attached hereto and made a part hereof, together with all rights, privileges, and appurtenances pertaining thereto including, without limitation, all of Seller's right, title, and interest in and to all rights-of-way, open or proposed streets, highways, easements, strips or gores of land adjacent thereto (the property described in clause (a) of this Section 1.1 being herein referred to collectively as the "Land");

(b) all of Seller's right, title and interest, reversionary or otherwise, in and to the buildings, structures, fixtures, and any other improvements on the Land (the property described in this clause (b) being herein referred to collectively as the "Improvements");

(c) all of Seller's right, title, and interest in and to all tangible personal property upon the Land or within the Improvements, if any, including specifically, without limitation, those items described on Exhibit B, and any other items of personal property used exclusively in connection with the operation of the Land and the Improvements (the property described in clause this (c) being herein referred to collectively as the "Personal Property");

(d) all of Seller's right, title, and interest in and to that certain ground lease between Seller, as landlord, and Invest II, as tenant dated November 29, 1984 (the "Ground Lease").

The Land, Personal Property, Improvements and Ground Lease are hereinafter collectively referred to as the "Property".

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Purchase Price.** Subject to and pursuant to the following terms and conditions, Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller and pay to Seller the sum of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00) (the "Purchase Price"), by the delivery of immediately available and collectible funds (as hereinafter defined) and subject to adjustments, prorations and credits as provided herein. In addition, Purchaser shall make the \$50,000.00 Charitable Contribution as set forth in Section 19 below.

A. Earnest Money.

(a) Upon execution and delivery of this Agreement, Purchaser shall pay to the City of Bridgeport, in good funds, payable either by certified bank or cashier's check ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) as a non-refundable deposit (the "Non-Refundable Deposit as more particularly explained in Section 1(a)(f) below). Additionally, Purchaser shall deposit with Fidelity National Title Insurance Corporation (the "Escrow Agent"), the sum of SEVEN HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$765,000.00) in good funds, payable either by certified bank or cashier's check or by federal wire transfer to the Escrow Agent (the "Earnest Money"). The Escrow Agent shall hold the Earnest Money in an interest bearing account at People's United Bank or at such other bank having offices within the State of Connecticut as Escrow Agent may select. Purchaser's Federal Tax Payer Identification Number (which is \_\_\_\_\_) shall be assigned to the account for purposes of reporting the accrual of interest.

(b) The Earnest Money shall be held in escrow to be applied (together with the Non-Refundable Deposit) for Purchaser's benefit against the Purchase Price and Charitable Contribution at Closing or as otherwise provided for by this Agreement. All interest which has accrued on the Earnest Money shall become a portion of the Earnest Money to be held, disbursed, credited or applied as herein provided. Escrow Agent shall make disbursements of the Earnest Money in accordance with this Agreement and the Escrow Agreement or otherwise in reliance upon written directions of Purchaser and Seller. In the event that a dispute arises with respect to the distribution of any funds held, Escrow Agent may apply to a court of competent jurisdiction for an order determining the party or parties to whom such deposit shall be paid. All costs of such proceedings, together with all reasonable attorneys' fees and costs incurred by Escrow Agent and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceeding.

(c) In performing its duties as Escrow Agent holding the Earnest Money as provided in this Agreement, Escrow Agent shall not be held any liable to either party for any damages, losses or expenses, except for willful default, gross negligence or breach of trust, and it shall accordingly not incur any such liability with respect (a) to any action taken or omitted in good faith upon advice of its counsel, or (b) to any action taken or omitted in reliance upon any instrument, including written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement. In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction, all Earnest Money held under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof.

(d) If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money (exclusive of interest thereon, which interest shall be credited to the Purchase Price, as set forth in subsection (b) above) to, or upon the instruction of, Seller on the date of the Closing. If the Agreement terminates for any reason other than the default of Purchaser or as otherwise provided for herein, the Earnest Money and the Non-Refundable Deposit shall be payable to Purchaser upon demand (inclusive of interest thereon) and this contract shall terminate therewith. Otherwise, the Earnest Money and the Non-Refundable Deposit shall be disbursed in accordance with the provisions of this Agreement or on joint instructions of Seller and Purchaser. Upon receipt of any written certification from a party hereto claiming the Earnest Money pursuant to the operative provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other party hereto and, unless such party within ten (10) calendar days of receipt thereof notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

(e) If required by Escrow Agent, the parties shall each execute and deliver an escrow agreement separate from the within Agreement in form and content customarily utilized by Escrow Agent, which is a national title insurance company, when acting as escrow agent for commercial real estate transactions of similar monetary size and nature as the within transaction. Any customary fees and costs associated with Escrow Agent's services shall be born by Purchaser, any extraordinary shared equally by Seller and Purchaser, and shall be paid within ten (10) business days of receipt of an invoice from Escrow Agent or at the time of Closing, whichever first occurs.

(f) Notwithstanding anything to the contrary herein contained, in the event that closing of title fails to occur solely due to the denial of approval by the FAA as to the sale of the Property by the Seller to the Purchaser, and provided all other conditions of this Agreement have been satisfied or waived in writing by Purchaser (including but not limited to the conditions set forth in Section 18(a) and 18(b) below), the sum of \$135,000.00 which was paid by Purchaser directly to Seller as provided for in Section 1(A) above (the "Non-Refundable Deposit") shall be retained by Seller and shall be forfeited by Purchaser, with the full balance of the Earnest Money deposit, i.e. \$765,000.00, being paid over and returned to Purchaser together with any accrued interest thereon. In such latter event, the parties agree that \$50,000.00 of the Non-Refundable Deposit shall be treated as a Charitable Contribution as more particularly explained and set forth in Section 19 below.

2. **Closing Costs.** Unless the within transaction is determined to be exempt under Connecticut General Statutes, Seller shall be responsible for all Connecticut state and local realty transfer and conveyance taxes and tax collection fees, and all recording fees in connection with the satisfaction of record of all existing loans of Seller (if any), and related documents or other title clearance documents, all documentary stamps on deeds or conveyances that shall be payable in connection with this transaction, all costs and expenses in connection with the satisfaction of any and all mortgages, deeds of trust and other liens of Seller, if any, encumbering the Property, and the payment of its own attorney's fees. Purchaser shall be responsible for all recording fees

on the Deed (as hereinafter defined) and the payment of its own attorney's fees. Any closing costs not otherwise provided for herein shall be paid by the party legally responsible therefor and, if no law applies, according to prevailing custom for commercial transactions in the State of Connecticut.

3. **Prorations.** To the extent not paid or payable by Invest II as tenant under the Ground Lease, if applicable, real property ad valorem taxes, municipal, governmental and quasi-governmental assessments, sewer assessments and sewer use charges, and fuel oil (if any), for which taxes and other pass-through shall be prorated and adjusted), shall (be prorated and apportioned over the fiscal period for which levied between Purchaser and Seller as of the date of Closing. All rental paid or payable by Invest II shall likewise be prorated through Closing. All adjustments and prorations shall be made in accordance with local closing customs of the Bridgeport, Connecticut Bar Association. Any errors or omissions in computing apportionments or other adjustments at closing shall be corrected within thirty (30) days following the closing. The provisions of this Section shall survive the Closing and the delivery of the Deed.

4. **Closing.**

(a) Subject to the terms and conditions hereof, the closing of title on the sale and purchase contemplated by this Agreement ("Closing") shall take place within thirty (30) days following receipt of all Approvals (as that term is defined in Section 18 below) and the earlier of (i) the expiration of all appeal periods for Approvals if no appeals are filed, or (ii) dismissal or withdrawal with prejudice of all appeals if any are filed, without further right of appeal, or (3) on such earlier date as may be mutually agreeable to Seller and Purchaser (said date upon which the Closing is to occur being, for purposes hereof, the "Closing Date"). Notwithstanding the foregoing, Seller and Purchaser shall each have the right on notice to the other at or before Closing to adjourn the Closing Date for up to seven (7) days due to any factor beyond the adjourning party's reasonable control (said extended date upon which the Closing is so to occur being, for purposes hereof, the "Outside Closing Date"). Closing no later than the Outside Closing Date being of the essence to this Agreement.

(b) Closing shall be held at reasonable time designated by Purchaser to Seller in the offices of Seller's counsel or, if applicable, Purchaser's mortgagee or mortgagee's counsel in Fairfield County, or at such other place as may be reasonably designated by Seller in or about Bridgeport, Connecticut, or by overnight courier if acceptable to Purchaser's mortgagee. If the Closing Date or Outside Closing Date, as applicable and as determined in accordance with this Agreement; would occur on a weekend or holiday, the Closing Date shall instead occur on the next business day thereafter. Possession of the Property, subject to the Ground Lease and any subtenant or subtenants thereunder, shall be delivered to Purchaser on the Closing Date or Outside Closing Date, as applicable.

5. **Inspections Prior to Closing.** NONE. Purchaser has inspected the Property prior to the execution and delivery of this Agreement. Purchaser, however, shall have thirty (30) days from the date hereon to report any title concerns to Seller pursuant to Paragraph 7 of this Agreement.

6. **Conditions Precedent.**

(a) Closing of title hereunder, is expressly conditioned upon Seller obtaining the Approvals set forth in Paragraph 18 below.

(b) In addition, Purchaser's obligation to close shall at all times be conditioned upon the following (unless Purchaser waives such conditions): (i) Seller delivering fee simple title to the Property (and all improvements thereon) all in accordance with and subject to the conditions, limitations and provisions herein set forth; (ii) an assignment of the Invest II Ground Lease in form and content satisfactory to Purchaser; and (iii) the truth and accuracy, in all material respects, of Seller's warranties and representations hereunder. Should Seller fail to satisfy and Purchaser fail to waive any one or more of the contingencies set forth in clauses (i), (ii) and (ii) of this Subsection 6(b) on or before Closing, then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon any and all Earnest Money (and interest accrued thereon) shall be immediately returned to Purchaser.

7. **Conveyance of Title.**

(a) Seller shall convey fee simple title to the Property to Purchaser pursuant to a recordable warranty deed in Connecticut statutory form (the "Deed"). In addition to the Deed and any other documents described in this Agreement, the following documents shall be delivered by Seller at or prior to the Closing, to the extent applicable to this transaction: (i) an affidavit regarding liens and possession in customary form as necessary to permit Purchaser to obtain title insurance without exception for liens or encumbrances, the rights of parties in possession or any other so-called "standard exceptions" (ii) such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all title exceptions; (iii) State of Connecticut Department of Revenue conveyance tax forms properly executed by Seller; (iv) a Certification of Non-Foreign Status of Transferor to comply with the provisions of Section 1445 of the Internal Revenue Code; (v) All books and records, or copies thereof, concerning the Property; (vi) an assignment of all of Seller's right, title and interest in the Personal Property and the Ground Lease, free and clear of all liens, encumbrances and claims, together with original executed copies (or certified copies if an original copy is not in Seller's possession or control) of the Ground Lease along with any required written approval of the assignment by other party thereto or any third party; (vii) an affidavit of Seller dated as of the Closing stating that all representations and warranties of Seller contained herein are true and complete as of the Closing; and (viii) such other closing documents or instruments required by this Contract to be provided by Seller or as may be customary, as may be reasonably requested by Purchaser in order to consummate the transactions contemplated by the Agreement.

(b) Seller shall convey to Purchaser good, marketable, insurable fee simple title to the Property by the Deed, free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Title Exceptions (as defined in Section 7(c) hereof). The legal description to be incorporated into the aforesaid Deed shall be prepared pursuant to the Survey (as hereinafter defined), provided such Survey is prepared by a duly licensed Connecticut Land Surveyor and is certified to Seller at Purchaser's expense.

(c) With Seller's cooperation (and to the extent necessary), Purchaser at its sole cost and expense shall promptly following the date hereof order and obtain a title insurance commitment for the Property ("Title Report"). Further, with Seller's cooperation (and to the extent necessary), Purchaser at its sole cost and expense has the right to obtain an ALTA survey ("Survey") for the Property. Seller covenants and agrees with Purchaser that Purchaser shall have thirty (30) days from the date hereon to examine the Title Report and the Survey of the Property or otherwise to examine title to the Property and that Purchaser may notify Seller of any objectionable matter or defect which affects the marketability or insurability of the title to the Property. Delivery of a copy of the Title Report or Survey to Seller or Seller's attorney shall be deemed notice of objection by Purchaser to any objectionable matter or defect contained therein. In the event Seller is notified of any such objectionable matters, Seller agrees promptly to employ its good faith best efforts to procure a cure for same within thirty (30) days (with the exception of (i) any notice(s) of lease(s) other than the Ground Lease and subtenant's under said Ground Lease and/or (ii) the payoff of any mortgages owed by Seller, for which release of notices of leases and payoff(s) of mortgages shall occur at the time of closing). In the event, however, Seller is unable through the exercise of its good faith best efforts (which shall include the payment of money with respect to any existing mortgages owed by Seller, deeds of trust, liens or other matters caused by the Seller that can be removed by the payment of money) to cure prior to closing any material, objectionable matter which renders title unmarketable, then at Purchaser's option, Purchaser may either (i) take title to the Property despite the existence of such matter, subject to an agreed reduction of the Purchase Price sufficient to take into account the diminution of value of the Property resulting from such objectionable matter, (ii) cure such title defect and receive a credit against the Purchase Price for the costs thereof, or (iii) terminate this Agreement, in which event any Earnest Money and Non-Refundable Deposit paid shall be returned to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement, and this Agreement shall then become null and void and of no further force or effect (except for matters which by the express terms hereof survive termination and except that nothing shall limit Purchaser's remedies in case of any default by Seller hereunder). For purposes of this Agreement, the determination of marketability of title to the Property shall be in accordance with the Standards of Title of the Connecticut Bar Association now in force and effect. Any title exceptions to the Property as disclosed in Exhibit F annexed hereto, or revealed by the Title Report or Survey to which Purchaser does not object, or to which Purchaser waives its objection, are referred to herein as "Permitted Title Exceptions". In the event that any title exceptions or survey matters are timely disclosed (whether by updates of the Title Report or Survey or otherwise) that affect the marketability or

insurability of the title to the Property or which adversely affect the intended use or development of the Property by Purchaser, Purchaser may after the discovery thereof notify Seller of same, in which event Seller shall promptly employ its good faith best efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure, then Purchaser may elect any of the options set forth in subclauses (i), (ii) and (iii) above. Notwithstanding anything herein contained to the contrary, any deeds of trust, mortgages owed by Seller, mechanics' or materialmen's liens, judgment liens or similar monetary liens and encumbrances incurred by Seller, shall be automatically deemed matters to which objection is made by Purchaser, regardless of whether Purchaser gives written notice of objection thereto to Seller, and Purchaser under no circumstances shall be deemed to have waived any such matters, nor shall same be considered "Permitted Title Exceptions" hereunder, unless such waiver shall be an express waiver in writing executed by Purchaser, and Seller shall, at or before Closing, cause all of such deeds of trusts, mortgages, liens and encumbrances to be satisfied or discharged of record or, provided that Purchaser's title company will insure Purchaser's title free and clear of any such matters without additional premium, shall provide written proof and indemnification in customary form to secure that arrangements have been made to do so promptly post-closing. Notwithstanding any other provision of this Agreement, in the event Seller is presented with an objection to title hereunder (other than any mortgages or notice(s) of lease(s) which may appear of record), the Closing Date and all dates described in Sections 18 and 19 hereinbelow shall be extended on a day-for-day basis for each day during which Seller is attempting to cure such objection(s). Notwithstanding the foregoing, in no event shall Seller be entitled to extend the Closing Date beyond sixty (60) days. In the event that Closing is extended beyond sixty (60) days, Purchaser, as tenant under the Ground Lease, shall be entitled to an abatement in the payment of all rental under the Ground Lease until Seller cures said title objections and Closing of title occurs.

8. **Condemnation; Casualty.**

(a) In the event, at any time between the making of this Agreement and Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose or if notice of any such condemnation to occur after the date of such notice is sent by any governmental authority, then Purchaser may elect (i) to terminate this Agreement, in which event this Agreement shall be null and void and without further force or effect, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement (except for matters which by the express terms hereof survive termination) and except that all Earnest Money and Non-Refundable Deposit made by Purchaser under this Agreement and the interest thereon shall be immediately paid to Purchaser, or (ii) to close and, to collect at Closing (or at Closing receive a credit against the Purchase Price for) all proceeds from any condemnation relating the Property subject hereto and have the terms of this Agreement remain in full force and effect and binding on the parties hereto.

(b) All risk of loss or damage to the Land shall be the Seller's throughout the period between the date of this Agreement and the Closing Date. In the event of casualty loss or damage to the Property (other than the Improvements) which shall not have been

repaired to same quality as existing prior to the destruction within thirty (30) days after the date set herein for closing, the Purchaser shall have the following options only: (i) to rescind this Agreement by written notice received by Seller's attorney within ten (10) days of Seller's written notice of its inability to repair, in which event the Seller shall repay the Non-Refundable Deposit and shall instruct Escrow Agent to repay the Earnest Money and accrued interest to the Purchaser, and upon Purchaser's receipt of such payments all rights and liabilities of the parties hereto shall be terminated); or (ii) to accept title to the Property without reduction of the total purchase price, and receive the benefit of any insurance proceeds paid or payable to Seller in connection with said loss or damage, less any amounts which Seller has paid or become obligated to pay for said repairs, plus a credit to the purchase price in favor of Purchaser equal to the aggregate of Seller's deductible(s).

9. **Agreement Assignable by Purchaser.** This Agreement may not be assigned without the prior written consent of Seller, which may be withheld in its sole discretion.

10. **Seller's and Purchaser's Representations, Warranties and Covenants.**

(a) At time of Closing, Seller shall represent, warrant and covenant to Purchaser that, to the best of Seller's knowledge and belief:

(i) Seller is a municipal corporation organized and existing under the laws of the State of Connecticut. Seller (x) has complete and full authority to execute this Agreement and to convey to Purchaser good and marketable fee simple title to the Property, in accordance with Section 7 of this Agreement, which is free and clear of all liens, encumbrances and other exceptions to title except for the Permitted Title Exceptions, (y) will execute and deliver such other documents, instruments, and agreements, including (but not limited to) affidavits and certificates, as are reasonably necessary to effectuate the transaction contemplated herein, and (z) will take all such additional action necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein.

(ii) To the best of Seller's knowledge, all assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

(iii) Seller has received no notice of, nor has any knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof. The Property is vacant and free of any right of possession or claim of right of possession of any party other than the tenants listed on Exhibit C annexed hereto. There are no leases or occupancy agreements, or amendments thereto, currently affecting any portion of the Property other than the leases listed on

Exhibit C annexed hereto. Seller additionally hereby represents and warrants that no rights-of-first refusal, purchase options or similar agreements exist in connection with the Property. Unless otherwise agreed to by Purchaser in writing, and with the exception of the tenants listed on Exhibit C, at the Closing, possession of the Property shall be delivered free and clear of any fixtures, furnishings, equipment, and rights of tenants or others in possession.

(iv) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller, of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending which creates a lien or which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(v) Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, as regards to the Property, nor has any such organization, person, individual or governmental agency communicated to Seller anything which Seller believes to be a threat of any such action, litigation or proceeding to affect the Property.

(vi) Seller has not received notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon, which notices have not previously been forwarded by Seller to Purchaser.

(vii) Seller is not a "foreign person", "foreign corporation", "foreign trust" or "foreign estate" as those terms are defined in the I.R.C., Section 1445, nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including, but not limited to, Section 1445 thereof) or any comparable laws of the State of Connecticut.

(viii) Seller is not aware of any pending or threatened rezoning of all or any portion of the Property or any land use applications concerning any real property located in the vicinity of the Property that could materially and adversely affect the value or contemplated use of the Property.

(ix) the materials delivered or to be delivered by Seller to Purchaser pursuant to this Agreement constitute and shall constitute all of such materials in

Seller's possession or control and are and shall be complete and accurate copies of such materials;

In addition to all other rights and remedies of Purchaser set forth herein, Seller shall defend, indemnify and hold Purchaser, and Purchaser's designee, and its employees, officers, shareholders, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorneys' fees) resulting from a material breach by Seller of any of the representations, warranties and covenants contained in this Agreement. This Section shall survive Closing.

(b) Purchaser represents, warrants and covenants to Seller that, to the best of Purchaser's knowledge and belief:

(i) Purchaser is a Connecticut limited liability company duly organized and existing under the laws of the State of Connecticut which is qualified, to do business in the State of Connecticut. Purchaser is authorized to purchase and own the Property as contemplated hereby. Further, Purchaser (x) has complete and full authority to execute this Agreement and to purchase the Property in accordance with the terms of this Agreement (y) will execute and deliver such other documents, instruments, and agreements as are necessary to effectuate the transaction contemplated herein, including (but not limited to) affidavits and certificates, and (z) will take all such additional action necessary to effect and facilitate the consummation of the sale and purchase transaction contemplated herein;

(ii) Purchaser has received no notice of, nor has any knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof;

(iii) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any agreement to which Purchaser is a party or any applicable law, order, rule or regulation of any governmental authority.

(c) The representations and warranties of this Section 10 are expected to be made as of the Closing Date. Such representations shall survive the Closing and delivery of the Deed.

Purchaser shall have the right to terminate this Agreement on notice to Seller together with thirty (30) days opportunity to cure if any of Seller's representations or warranties are not true in all material respects as of the Closing (whether due to any change in facts and circumstances after the date hereof or otherwise), whereupon the Non-Refundable Deposit and Earnest Money shall be paid to Purchaser and neither party shall have any further obligations hereunder except as expressly set forth in this Agreement. If

any such representations or warranties are not true as of the Closing but can be made true by the payment of money or, if and to the extent within Seller's reasonable control, by the taking of any other action, Seller shall pay such money or take such action.

11. **Notices.** Any notice by either party hereto shall be in writing and shall be sent by personal delivery, by receipted express courier service (unless the recipient is not present to sign such receipt), sender paid, or by United States Certified Mail, Return Receipt Requested, postage prepaid addressed to the party being notified at the address set forth below or at any other address which a party may from time to time hereafter designate to the other in writing:

If to Seller: CITY OF BRIDGEPORT, CONNECTICUT  
Office of the City Attorney  
999 Broad Street, Suite 2  
Bridgeport, CT 06604-4328  
Attention: Lisa R. Trachtenburg, Esquire

Facsimile: (203) 576-8252  
Email: [lisa.trachtenburg@bridgeportct.gov](mailto:lisa.trachtenburg@bridgeportct.gov)

With a copy to: Airport Manager  
Sikorsky Airport  
1000 Great Meadows Road  
Stratford, CT 06615

If to Purchaser: 125 ACCESS ROAD, LLC  
P.O. Box 320128  
Fairfield, Connecticut 06825  
Attention: Mr. Donald Sherman

With a copy to: Quatrella & Rizio, LLC  
One Post Road  
Fairfield, Connecticut 06824  
Attention: David L. Quatrella, Esq.

Facsimile: 203-255-6618  
Email: [dquatrella@qrlaw.com](mailto:dquatrella@qrlaw.com)

Notice shall be deemed to be given as of the date postmarked on the letter when mailed, the date of deposit with the receipted express courier service or on the date of confirmed transmission of the facsimile or email or the personal delivery, as the case may be. The period in which a response to a notice must be given or taken, however, shall run from the date of receipt. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given or other factor beyond the reasonable control of the sending party shall be deemed receipt.

12. **Brokers.** Purchaser and Seller represent and warrant to each other that they have dealt with no broker or similar individual or entity in connection with this Property. Seller and

Purchaser each indemnify and hold harmless the other against and from any and all liabilities and expenses, including attorneys' fees, incurred in connection with all judicially proven claims for commissions or other compensation that may be made by anyone claiming through the indemnifying party in connection with the Agreement or the Property. Purchaser expressly agrees to pay its own broker, if any, a separate commission which Purchaser may owe to any such broker pursuant to any written buyer-broker agreement which Purchaser may have entered into with any such buyer-broker. The provisions of this Section 12 shall survive Closing and the delivery of the Deed or any sooner termination of the Agreement.

13. **Default.**

(a) In the event the purchase and sale contemplated by this Agreement is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, other than Purchaser's default hereunder, by Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Seller or reason provided herein for Purchaser's not consummating this transaction, all Earnest Money (and any interest accrued) and the Non-Refundable Deposit shall be returned to Purchaser, without prejudice to any other legal or equitable right or remedy of Purchaser against Seller including, but not limited to, specific performance.

(b) In the event the purchase and sale contemplated by this Agreement is not consummated because of Purchaser's default in its obligation to purchase the Property in accordance with the terms and conditions of this Agreement, other than Seller's default hereunder, then the Earnest Money and the Non-Refundable Deposit paid hereunder shall be the property of Seller as full, complete and final liquidated damages. Seller and Purchaser hereby agree that it would be difficult, if not impossible, to ascertain the damages accruing to Seller as a result of a default by Purchaser under this Agreement and agree that such liquidated damages are a reasonable estimate thereof. The payment of said liquidated damages, therefore, shall constitute Seller's sole remedy against Purchaser and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy which Seller may have against Purchaser as a result of Purchaser's default.

(c) In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party or parties reasonable attorneys' fees and expenses to be determined by the court in which the action is brought.

(d) In the event of a default by Seller under this Agreement, Purchaser may exercise any rights or remedies which may be available at law or in equity, including, without limitation, specific performance. In all instances, notwithstanding anything to the contrary set forth in this Agreement, termination of this Agreement under any provision shall not relieve Seller from any liabilities arising due to its default or misrepresentation.

14. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or

Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement. This Agreement may be executed in several counterparts, and by exchange of original and/or facsimile or email copies of signatures, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Seller and Purchaser, their heirs, successors, legal representatives and assigns, subject to the provisions of Section 9 above. The submission of this Agreement by Seller to Buyer for review and execution shall not be deemed or construed as an offer to sell the Property, and this Agreement shall not be binding upon the parties unless and until executed and delivered by both parties hereto. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought. All representations, warranties and covenants set forth herein shall not survive Closing except to the extent expressly provided for herein.

15. **No Recording.** Upon execution hereof, Seller and Purchaser have executed a Notice of Contract, which Purchaser may record at Purchaser's expense. Seller shall execute such modifications of such Notice or other documents that may be reasonably required in order to record such Notice. If this Agreement shall have been recorded or filed by either party, the Purchaser shall at Purchaser's expense, deliver to the Seller a Quit Claim Deed and/or other instrument or document of release as Seller may deem necessary, releasing any and all interest under this Agreement. If Purchaser has not delivered a Quit Claim Deed or other release as aforementioned, within ten (10) days after written notice of request therefor is received by Purchaser, Seller's recorded affidavit to the effect that this Agreement has been terminated under this provision shall constitute a release of any and all interest under this Agreement and shall operate as such release. If the Purchaser shall fail to deliver the required Deed to the Seller within thirty (30) days after the date set for closing, the Seller shall have the further right to commence an action to procure an adjudication of the termination of the Purchaser's rights, in which case the Purchaser shall pay all costs of the action, including reasonable attorneys' fees. Purchaser has signed and delivered to Escrow Agent upon execution hereof a termination of the Notice of Contract, which termination instrument may be released to Seller on at least ten days' prior notice to Purchaser in the event of termination of this Agreement for any reason other than Seller's default.

16. **Like-Kind Exchange.** Seller acknowledges that Purchaser may desire to purchase the Property in a like-kind exchange and Seller agrees to cooperate and participate, at Purchaser's request, in transfer of the Property in such a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), so long as (a) such transaction is at no additional cost to Seller, and (b) Purchaser shall protect, defend, indemnify and hold Seller fully harmless from all loss, cost, expense, obligation, liability, and/or damages that Seller might ever experience or suffer (including costs of attorneys and other legal representation) in whole or in part related to or in connection with Seller's participation in such an exchange. It is

the intent of the parties that Seller incur no income tax or other liability as a result of cooperating with Purchaser or any persons comprising Purchaser in consummating a like-kind exchange, and that Seller shall have no responsibility or liability for the tax consequences to Purchaser or any such person of such efforts to effect a like-kind exchange, Seller making and being required to make no representations or warranties concerning the effectiveness of same.

17. **Date of Agreement.** In the event this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. The "Effective Date" of this Agreement shall be the date upon which it is accepted by the party to whom the offer is made.

18. **Governmental Approvals.**

A. Purchaser's obligation to close title hereunder is expressly contingent upon Seller obtaining all governmental permits, consents and approvals (collectively, the "Approvals") necessary to permit the sale of the Property by Seller to Purchaser. Said Approvals shall include the following:

- (a) Bridgeport City Council approval of the sale contemplated hereunder, upon terms and conditions satisfactory to Purchaser;
- (b) Bridgeport Planning and Zoning Commission approval of the sale of the Property pursuant to a Section 8-24, C.G.S. referral; and
- (c) Federal Aviation Administration ("FAA") approval of the sale of the Property, which is a part of the land comprising Sikorsky Memorial Airport, and release and/or waiver of any and all restrictions which may limit use of the Property to "airport related uses and purposes", upon terms and conditions satisfactory to Purchaser.

Seller agrees to use best efforts to pursue all of the above Approvals as expeditiously as possible, and in a commercially reasonable and continuous manner. Written proof shall be provided by Seller to Purchaser that Seller has initiated such actions as are necessary to obtain the Approvals, and Seller shall provide Purchaser with a status of Seller's progress in obtaining the Approvals on a periodic basis and upon Purchaser's request. In the event that Seller has not obtained the Approvals on or before November 1, 2012, Purchaser shall have the right and option to terminate this Agreement upon written notice to Seller sent anytime thereafter, after which notice Seller shall immediately return the Non-Refundable Deposit and Earnest Money to Purchaser whereupon this Agreement shall be null and void and without further force or effect.

B. Seller shall have a period of thirty (30) days following the Effective Date (the "Approval Submission Period") in which to submit applications for the Approvals, and thereafter shall have until November 1, 2012 (the "Approval Period") in which to (i) obtain the Approvals, and (ii) if one or more Approvals are appealed within any applicable appeal period (the "Appeal Period"), to defend and resolve such Appeal(s). Notwithstanding the foregoing, the Approval Period shall not extend beyond the Outside

Closing Date (time being of the essence), unless such Period was extended pursuant to Section 7(c) hereinabove or by the written agreement of Purchaser. Subject to the provisions of Section 1(A) (f), in the event the Approvals are denied, then in such event Seller and Purchaser shall each have the right and option to terminate this Agreement at any time thereafter upon written notice to the other, notwithstanding the fact that the Approval Period following the Effective Date may not have expired whereupon the Non-Refundable Deposit and Earnest Money shall be immediately returned and paid to Purchaser; provided, however, that (a) the Outside Closing Date may be extended by Purchaser for successive periods of sixty (60) days each unless any and all appeals of the granting of any Approvals shall have been rejected or denied without any further right to appeal remaining, and (b) if Seller sends notice of termination, Purchaser shall have successive periods of sixty (60) days each after receipt of such notice to seek to obtain the Approvals and, if it is able to obtain the Approvals within such period, the termination notice shall be deemed null and void and this Agreement shall remain in full force and effect.

19. **Charitable Contribution.** Purchaser agrees that at the time closing of title occurs Purchaser shall make a charitable contribution (the "Charitable Contribution") to Seller or to Seller's designee (provided such designee is a I.R.C. Section 501(c)(3) "qualified" charitable organization or entity) in the amount of Fifty Thousand (\$50,000.00) Dollars, which Charitable Contribution shall be used for the renovation, restoration, repair and maintenance of the Corsair airplane and monument located at Sikorsky Memorial Airport in Stratford, Connecticut. The parties agree to execute and deliver to each other all necessary tax forms (both State of Connecticut and Federal) at the time of Closing required to verify, confirm and document such Charitable Contribution, including but not limited to IRS Form 8283, as such may be revised.

20. **Stratford Zoning Variance.** The parties acknowledge that Invest II's subtenant, APTAR, has filed applications for governmental approvals to construct a 45,000± square foot additional (the "Addition") to the existing 135,000 square foot building, including but not limited to applications with the Federal Aviation Administration ("FAA") and the Stratford Zoning Board of Appeals to obtain certain variances of the required on-site parking spaces and the set-back distances necessary to allow the Addition to be constructed (all of the foregoing approvals being hereinafter referred to as the "Governmental Approvals"). The Seller has reviewed the plans and specifications for the Addition and agrees to cooperate fully with Purchaser Invest II and APTAR, at no cost and expense to Seller, in the pursuit of said Governmental Approvals. Seller agrees to sign and countersign all necessary applications for such Governmental Approvals, including but not limited to any applications for demolition and/or building permits in connection with the Addition and shall support, and not oppose, the applications for such Governmental Approvals both before and after closing of title occurs hereunder. In the event that said Governmental Approvals are obtained prior to closing of title hereunder, Seller agrees to cooperate, further, in executing and delivering all documentation required under the terms of the Ground Lease to allow Invest II to refinance its leasehold mortgage in connection with the financing of the construction of the Addition, including but not limited to execution and delivery of all estoppel certificates, instruments of subordination and collateral assignment of the Ground Lease as may be required by Invest II's mortgagee and as required under the terms of the Ground Lease. In this regard, Purchaser shall cause Invest II to provide a minimum of ten (10) days prior written notice of the forms necessary for Seller to

execute and deliver, and Seller agrees to execute and deliver said forms within ten (10) days immediately following receipt.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.***

IN WITNESS WHEREOF, the Purchaser has executed this Agreement as of the day and year written below.

WITNESSED AS TO PURCHASER:

PURCHASER:  
125 ACCESS ROAD, LLC

David L. Quatrella

By: Alfred Lenoci, Jr.  
Alfred Lenoci, Jr., President of PACA, Inc., the  
sole General Partner of The L/C Family Limited  
Partnership I, a Member of Purchaser

Maria Marino

By: Michael Schinella  
Michael Schinella, Member

By: Donald J. Sherman  
Donald J. Sherman, Member

By: Matthew Vetro  
Matthew Vetro, Member

STATE OF CONNECTICUT :

: ss. Fairfield

July 16, 2012

COUNTY OF FAIRFIELD :

Personally appeared, **Alfred Lenoci, Jr.**, President of PACA, Inc., Sole General Partner of **The L/C Family Partnership I**, a Member of 125 ACCESS ROAD, LLC, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said PACA, Inc., The L/C Family Partnership I and 125 ACCESS ROAD, LLC, before me.

David L. Quatrella  
David L. Quatrella  
Commissioner of the Superior Court

IN WITNESS WHEREOF, the Seller has executed this Agreement as of the day and year written below.

SELLER:

WITNESSED AS TO SELLER:

CITY OF BRIDGEPORT, CONNECTICUT

*Shurley C. Lazarus*  
*Elizabeth Zamora*

By: *Bill Finch*  
Name: Bill Finch  
Title: Mayor  
Duly Authorized

STATE OF CONNECTICUT )

) ss. Bridgeport

July 24, 2012

COUNTY OF FAIRFIELD )

Personally appeared Bill Finch, Mayor of the CITY OF BRIDGEPORT, CONNECTICUT, signer and sealer 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, Connecticut, before me.

*Shurley C. Lazarus*

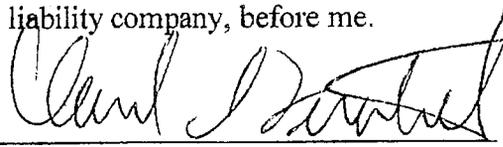
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Signatures Continue on Next Page)

**SHURLEY C. LAZARUS**  
**NOTARY PUBLIC**  
My Commission Expires Nov. 30, 2015

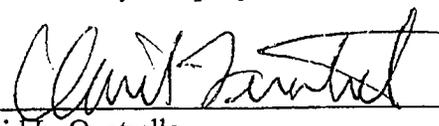
STATE OF CONNECTICUT :  
: ss. Fairfield July 16, 2012  
COUNTY OF FAIRFIELD :

Personally appeared, **Michael Schinella**, Member of **125 ACCESS ROAD, LLC**, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.

  
\_\_\_\_\_  
David L. Quatrella  
Commissioner of the Superior Court

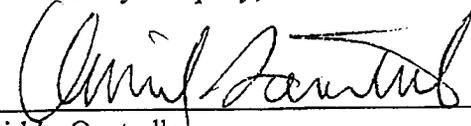
STATE OF CONNECTICUT :  
: ss. Fairfield July 16, 2012  
COUNTY OF FAIRFIELD :

Personally appeared, **Donald J. Sherman**, Member of **125 ACCESS ROAD, LLC**, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.

  
\_\_\_\_\_  
David L. Quatrella  
Commissioner of the Superior Court

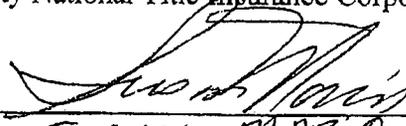
STATE OF CONNECTICUT :  
: ss. Fairfield July 16, 2012  
COUNTY OF FAIRFIELD :

Personally appeared, **Matthew Vetro**, Member of **125 ACCESS ROAD, LLC**, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company, before me.

  
\_\_\_\_\_  
David L. Quatrella  
Commissioner of the Superior Court

The undersigned does hereby execute and join the foregoing Agreement for the limited purpose of acknowledging and agreeing to the terms and conditions of Section 1A of the Agreement.

ESCROW AGENT  
Fidelity National Title Insurance Corporation

By:   
Name: SUSAN MARIA  
Title: Vice President  
Duly Authorized

Date signed: July 24, 2012

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

ALL that certain parcel of land designated as Parcel 1 on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn., January 11, 1983" made by The Huntington Company, Engineers & Surveyors, Fairfield, Connecticut. Said map is filed in the Stratford Town Clerk's Office as Map No. 2498. Said parcel being bounded and described as follows: Beginning at the northeasterly corner of said Parcel 1 where the boundary separating land N/F of RGT Associates from land herein described intersects the southerly street line of Access Road; said point is referenced to a concrete monument, which monument is 0.09' south and 0.11' east of the point of beginning:

Thence S 16 degrees 33 minutes 05 seconds East, 656.93 feet along land N/F of RGT Associates, N/F Giannattei Associates Limited Partnership and N/F of Gian Real Estate Co. each in part;

Thence S 50 degrees 41 minutes 15 seconds West, 3.10 feet and S 16 degrees 17 minutes 30 seconds East, 272.88 feet along land N/F of the City of Bridgeport;

Thence S 73 degrees 42 minutes 30 seconds West, 325.0 feet;  
N 16 degrees 17 minutes 30 seconds West 56.65 feet;  
S 73 degrees 42 minutes 30 seconds West, 167.62 feet and  
N 69 degrees 13 minutes 50 seconds West, 165.90 feet, said last four distances being along land of the City of Bridgeport.

Thence N 16 degrees 17 minutes 30 seconds West, 596.49 feet along land of the City of Bridgeport and N/F of John S. Gentile each in part;

Thence easterly by a curve to the left having a radius of 1004.93 feet and an arc distance of 226.32 feet said curve has a chord bearing of N 62 degrees 01 minutes 50 seconds East, 225.84 feet and N 55 degrees 34 minutes 45 seconds East, 424.80 feet along the southerly street line of Access Road to the point of beginning.

Said parcel contains 11.415 acres.

TOGETHER WITH the right to drain, discharge, disperse and emit water upon, under, through and across that certain parcel of land adjacent to the above described parcel of land and more particularly described as follows (hereinafter called the "Drainage Parcel"):

ALL that certain parcel of land designated as "Drainage Parcel" shown on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn.", dated July 1, 1986 revised to March 30, 1998 made by The Huntington Company, Engineers & Surveyors, Fairfield, Connecticut. Said parcel is a strip of land 20' wide running southwesterly from the southerly boundary of Parcel 1 to the headwall at the end of a 42" Reinforced Concrete Pipe as shown on a map entitled "Map of Property for 125 ACCESS ROAD, LLC, Stratford, Conn., January 11,

1986" made by The Huntington Company, Engineers & Surveyors, Fairfield, Conn., which map is on file in the Stratford Town Clerks office as map No. 2498. Said parcel commences at a "Point of Beginning" which "Point" is located from the intersection of the boundary separating land now or formerly of RGT Associates from land of 125 ACCESS ROAD, LLC, and the southerly street line of Access Road, the following courses and distances, S 16 degrees 33 minutes 05 seconds East, 656.93 feet along land now or formerly of RGT Associates, now or formerly of Giannattei Associates Limited Partnership and now or formerly of Gian Real Estate Co., each in part.

Thence S 50 degrees 41 minutes 15 seconds West, 3.10 feet, S 16 degrees 17 minutes 30 seconds East, 272.88 feet,  
S 73 degrees 42 minutes 30 seconds West, 325.0 feet, N 16 degrees 17 minutes 30 seconds West, 56.65 feet, and  
S 73 degrees 42 minutes 30 seconds West, 60.5 feet to the "Point of Beginning". Said last five distances being along land now or formerly of the City of Bridgeport.

Thence S 25 degrees 24 minutes 15 seconds West, 299.45 feet, N 64 degrees 35 minutes 45 seconds West, 20.0 feet and  
N 25 degrees 24 minutes 15 seconds East, 281.63 feet. Said last three distances again being along land now or formerly of the City of Bridgeport, and

Thence N 73 degrees 42 minutes 30 seconds East, 26.79 feet along land of 125 ACCESS ROAD, LLC to the "Point of Beginning".

Said parcel contains 5811 square feet

TOGETHER WITH the right to lay, construct, maintain, repair, service, operate, replace, reconstruct and/or remove within the Drainage Parcel drainage pipes and ditches (the "Drainage Lines"), together with the right to excavate and refill ditches and/or trenches for the location of the Drainage Lines and the further right to remove trees, bushes, undergrowth and obstructions within the Drainage Parcel that interfere with the location, construction and maintenance of the Drainage Lines.

TOGETHER WITH the right of ingress and egress over, along and across the Drainage Parcel for purposes of laying, constructing, maintaining, repairing, servicing, replacing, reconstructing, removing, altering and/or inspecting the Drainage Lines or operating the Drainage Lines.

**EXHIBIT "B"**

**LIST OF PERSONAL PROPERTY**

None

## EXHIBIT C

### LEASE SCHEDULE

There will be no oral or written leases in effect at the time of closing, nor will there be any tenants in possession of the Property at the time of closing, except for the following:

1. The following tenant now leases the entire premises: Invest II pursuant to that certain Ground Lease dated November 29, 1984.
2. The following subtenant now subleases the entire premises from Invest II: Aptar, Inc. f/k/a Emsar, Incorporated, which Sublease is dated July 10, 1997.

**EXHIBIT "D"**

**OPERATING AGREEMENTS SCHEDULE**

None

**EXHIBIT "E"**

**PERMITTED TITLE EXCEPTIONS**

**(to be discussed)**

131-11

Modification to the FY 2013-2017 Five Year Capital  
Plan concerning City Projects.

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted:** September 17, 2012  
(OFF THE FLOOR)

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

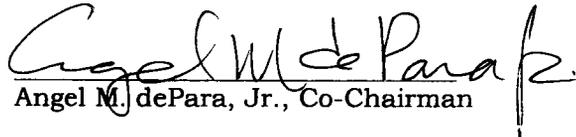
**131-11**

**Resolved**, That the attached Modification to the Fiscal Year 2013-2017 Five Year Capital Plan for several grant match projects and new City projects be, and hereby is APPROVED.

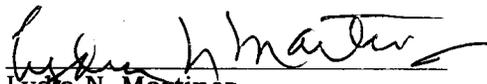
Respectfully submitted,

**THE COMMITTEE ON BUDGET & APPROPRIATIONS**

  
Robert P. Curwen, Sr., Co-Chairman

  
Angel M. dePara, Jr., Co-Chairman

  
Susan T. Brannelly

  
Lydia N. Martinez

  
Amy Marie Vizzo-Randocia

\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
Howard Austin, Sr.

Council Date: September 17, 2012 (OFF THE FLOOR)

| PROJECT DESCRIPTION                        | FY 2013                         |                              | TOTAL<br>Capital Plan<br>AMENDED |
|--|---------------------------------|------------------------------|----------------------------------|
|  | Capital Plan<br>Adopted to date | Capital Plan<br>MODIFICATION |                                  |
| Bridge - Capitol Avenue over Rooster River |                                 | 770,000                      | 770,000                          |
| Bridge - Artic Street over Pembroke Lakes  |                                 | 1,280,000                    | 1,280,000                        |
| Arena Scoreboard & Technology              |                                 | 1,000,000                    | 1,000,000                        |
| Sikorsky Airport Mitigation Projects       |                                 | 3,000,000                    | 3,000,000                        |
| CMAQ Bike Network & Share Program          |                                 | 400,000                      | 400,000                          |
| Barnum Museum                              | 500,000                         | 1,500,000                    | 2,000,000                        |
| <b>TOTAL BOE</b>                           | <b>500,000</b>                  | <b>7,950,000</b>             | <b>8,450,000</b>                 |

Approval of Additional Capital Project Authorization to  
the 2013-2017 Capital Plan.

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted:** September 17, 2012  
(OFF THE FLOOR)

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C Hudson*

City Clerk

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---

Approved \_\_\_\_\_

\_\_\_\_\_  
*Mayor*

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

132-11

## 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, as amended (the "2013-2017 Capital Plan"); and

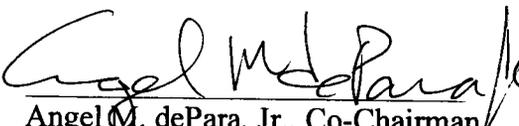
**WHEREAS**, the City Council has determined it to be in the best interest of the City to add additional capital plan authorization in the amount of \$7,950,000, for the capital projects more particularly listed on Exhibit A attached hereto, to the City's 2013-2017 Capital Plan (the "Projects"); and now therefore, be it

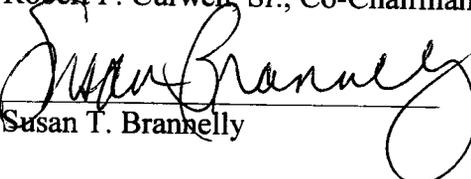
**RESOLVED**, That the City's 2013-2017 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the Projects as set forth herein.

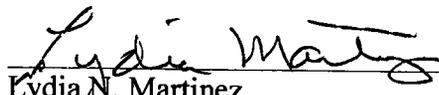
Respectfully submitted,

### THE COMMITTEE ON BUDGET & APPROPRIATIONS

  
Robert P. Curwen, Sr., Co-Chairman

  
Angel M. dePara, Jr., Co-Chairman

  
Susan T. Brannelly

  
Eydia N. Martinez

AmyMarie Vizzo-Paniccia

Carlos Silva

Howard Austin, Sr.

Council Date: September 17, 2012 (OFF THE FLOOR)

**Exhibit A**

**Additional Capital Projects**

| <b><u>Project Description</u></b>                       | <b><u>Capital Plan<br/>Authorization<br/>To Date</u></b> | <b><u>Additional<br/>2013-2017<br/>Capital Plan<br/>Authorization</u></b> | <b><u>Total Amended<br/>Capital Plan<br/>Authorization</u></b> |
|---|--|---|--|
| <i>Public Facilities</i>                                |  |   |  |
| Bridge - <sup>*</sup> Capital Avenue over Rooster River |  | \$770,000   | \$770,000  |
| Bridge - Artic Street over Pembroke Lakes               |  | \$1,280,000   | \$1,280,000  |
| Arena Scoreboard & Technology                           |  | \$1,000,000   | \$1,000,000  |
| Sikorsky Airport Mitigation Projects                    |  | \$3,000,000   | \$3,000,000  |
| CMAQ Bike Network & Share Program                       |  | \$400,000   | \$400,000  |
| Barnum Museum   | <u>\$500,000</u>   | <u>\$1,500,000</u>  | <u>\$2,000,000</u>   |
| <b>TOTAL</b>  | <b>\$500,000</b>   | <b>\$7,950,000</b>  | <b>\$8,450,000</b>   |

As Amended by Budget & Appropriations Committee on 9/17/2012:  
\*Item amended to correct Capital Avenue to read Capitol Avenue.

Approval of General Obligation Bonds – To Fund  
Certain Capital Improvement Projects.

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted:** September 17, 2012  
(OFF THE FLOOR)

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

133-11

## **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 \$7,950,000 for the capital projects more particularly listed on Exhibit A attached hereto (the "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 Projects in the amount of \$7,950,000; and now therefore, be it

**RESOLVED**, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) additionally fund the Projects in a principal amount not to exceed \$7,950,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$7,950,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, 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



Report of Committee on Budget and Appropriations  
133-11

-2-

**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



Report of Committee on Budget and Appropriations  
133-11

-3-

**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



Report of Committee on Budget and Appropriations  
133-11

-4-

**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

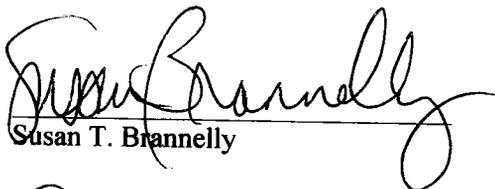
**RESOLVED**, That the Officials are hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the Projects, and to take all action necessary or proper in connection therewith.

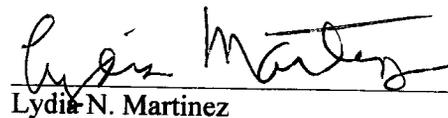
Respectfully submitted,

**THE COMMITTEE ON BUDGET & APPROPRIATIONS**

  
Robert P. Curwen, Sr., Co-Chairman

  
Angel M. dePara, Jr., Co-Chairman

  
Susan T. Brannelly

  
Lydia N. Martinez

  
Amy Marie Vizzo-Pariccia

\_\_\_\_\_  
Carlos Silva

\_\_\_\_\_  
Howard Austin, Sr.

Council Date: September 17, 2012 (OFF THE FLOOR)

**Exhibit A**

| <b><u>Project Description</u></b>           | <b><u>Additional Bonding<br/>Authorization</u></b> |
|---|--|
| <i><u>Public Facilities</u></i>             |  |
| Bridge - *Capital Avenue over Rooster River | \$770,000  |
| Bridge - Artic Street over Pembroke Lakes   | \$1,280,000  |
| Arena Scoreboard & Technology               | \$1,000,000  |
| Sikorsky Airport Mitigation Projects        | \$3,000,000  |
| CMAQ Bike Network & Share Program           | \$400,000  |
| Barnum Museum                               | <u>\$1,500,000</u>                                 |
| <b>TOTAL</b>                                | <b>\$7,950,000</b>                                 |

\*Item Amended by Budget & Appropriations Committee on 9/17/12:  
Item amended to correct Capital Avenue to read Capitol Avenue.

Resolution to enter into a grant agreement with the Federal Aviation Administration to pursue a runway safety area at the end of the Airport's Runway 6/24.

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**Report  
of  
Committee  
on  
CCB & Environment**

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**Submitted:** September 17, 2012  
(OFF THE FLOOR)

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# 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:

128-11

## **RESOLUTION**

### **THE CITY COUNCIL OF BRIDGEPORT, CONNECTICUT**

**WHEREAS**, the City of Bridgeport ("City") is under State issued Notices of Violation("NOV") regarding a tide gate and a culvert on Sikorsky Memorial Airport property ("Airport"); and

**WHEREAS**, the NOV's remedies are connected in time, effect, and cost to the City's commitment to pursue a runway safety area ("RSA") at the end of the Airport's Runway 6/24; and

**WHEREAS**, the creation of the RSA to incorporate a Engineered Materials Arrestor System ("EMAS") required the relocation of State Route 113 in Stratford, CT; and

**WHEREAS**, the State of Connecticut has agreed to be the lead agency in the actual construction of the relocation of Route 113, the RSA and the runways' narrowing and reconstruction ("Project") which Project is now at a time critical path for funding as it has been for safety improvements; and

**WHEREAS**, delays incurred which included State moratoriums and/or the extensions thereof have added scope and additional work to the permitting process; and

**WHEREAS**, the Federal Aviation Administration has approved a scope of work and cost for a grant to take the City through final design and permitting of the Project in the amount of \$2,610,000 with a local match requirement of 10%; and

**WHEREAS**, the Federal Aviation Administration has approved a scope of work and cost for a grant to take the City through final design and permitting of the Project in the amount of \$2,610,000 with a local match requirement of 10%; and

**WHEREAS**, the Federal Aviation Administration is reviewing and processing a State grant for the Project oversight in the amount of \$900,000 with a local match requirement of 10%; and



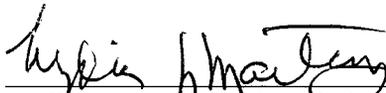
Report of Committee on ECD and Environment  
128-11

-2-

**WHEREAS**, the pursuit of the critical safety improvement project at the Airport is in the City's and the Region's best interests; Now, therefore be it hereby

**RESOLVED**, that the City Council of the City of Bridgeport does hereby authorize the Mayor and/or his authorized designee to accept the pending grants with the Federal Aviation Administration, to negotiate with State their respective obligations regarding the local match requirements, and to execute any and all grant agreements and contracts as may be approved by the Office of the City Attorney in order further the purpose of said grants toward the safety improvement project at the Airport.

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 C. McCarthy

Grant Submission: re State Department of Social Services for 2007-2013 Supplemental Nutrition Assistance Program Grant (SNAP).

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**Report  
of  
Committee  
on  
CCD & Environment**

---

**Submitted:** September 17, 2012  
(OFF THE FLOOR)

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*

City Clerk

---

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# 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:

134-11

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

**WHEREAS**, this funding has been made possible through a grant for Social Service Block Grant; and

**WHEREAS**, funds under this grant will be used to monitor provide SNAP employment and training activities for Bridgeport residents; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Social Services in the amount not to exceed \$155,491.00 for the purpose of providing SNAP employment and training activities for Bridgeport; Now, therefore be it

**RESOLVED BY THE City Council:**

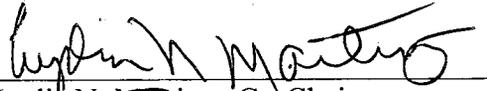
1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Social Services to provide SNAP employment and training activities for Bridgeport residents; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Social Services for Social Service Block Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

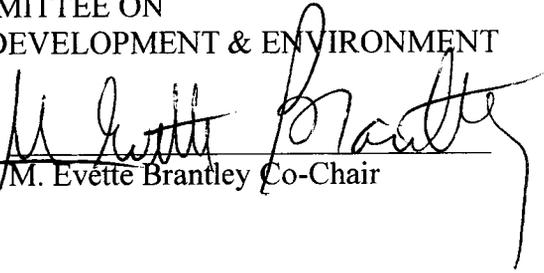


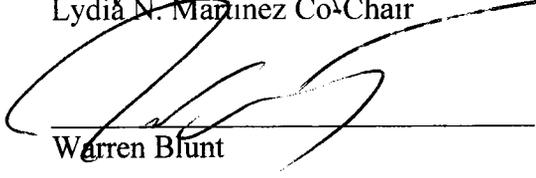
Report of Committee on ECD and Environment  
134-11

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

  
Lydia N. Martinez Co-Chair

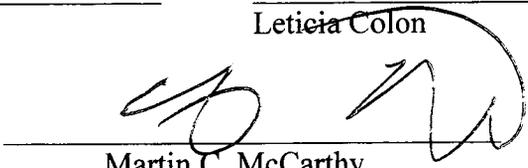
  
M. Evette Brantley Co-Chair

  
Warren Blunt

Robert Curwen, Sr.

Michelle A. Lyons

Leticia Colon

  
Martin C. McCarthy