

AGENDA
CITY COUNCIL MEETING

MONDAY, APRIL 4, 2011

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: March 7, 2011

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 57-10** Communication from Tax Collector re State Reimbursement of Low and Moderate Income Housing Tax, referred to Miscellaneous Matters Committee.
- 58-10** Communication from Police Department re Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.20 Towing, amend Section 10.20.080 Qualified Towers - Storage Space, add new Subsection C, referred to Ordinance Committee.
- 59-10** Communication from City Attorney re Twenty day notice to Settle Litigation pursuant to Municipal Code Section 2.10.130: Scott Foss, **ACCEPTED AND MADE PART OF THE RECORD.**
- 60-10** Communication from Labor Relations and Benefits Administration re Proposed Agreement with Vision Service Plan Insurance Company to provide administrative services only for a group vision care plan to employees of the City and Board of Education for the period of January 1, 2011 thru December 31, 2014, referred to Contracts Committee.
- 61-10** Communication from WPCA re Financial Report/Annual Audit pursuant to Ordinance Section 13.04.420, **ACCEPTED AND MADE PART OF THE RECORD.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *41-10** Contracts Committee Report re Agreement with International Association of Firefighters AFL-CIO, Local 834 regarding the Firefighters Collective Bargaining Unit Agreement for the period of July 1, 2009 thru June 30, 2014.
- *23-10** Miscellaneous Matters Committee Report re Refund of Excess Payments.
- *52-10** Miscellaneous Matters Committee Report re Suit Settlement with Sherry Johnson.

MATTER TO BE LAID OVER UNDER THE RULES:

- 17-10** Miscellaneous Matters Committee Report re Amendment to City Council Rules of Order – New Rule XIII – EXPENDITURE OF CITY FUNDS. **LAI
OVER - No vote until April 18, 2011 pursuant to City Council Rule
XXII.**

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 4, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Bullard Havens Technical School
CGA Bill # 6385

CITY COUNCIL PUBLIC SPEAKING SESSION
CITY of BRIDGEPORT
APRIL 4, 2011
6:30 P.M.

ATTENDANCE: Brannelly, M. McCarthy, *A. Ayala, Taylor-Moye, *Brantley, *Walsh, T. McCarthy, Austin, *Lyons, Vizzo-Paniccia, dePara, M. Ayala, Martinez, Paoletto, *Curwen, Baker, Holloway

ABSENT: Council members: Bonney, Blunt, Silva
*= *arrived late*

Council President McCarthy called the public speaking session to order at 6:45 pm.

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

Council President McCarthy announced that Council member Silva had a work obligation and wasn't able to attend the meeting tonight.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 4, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Bullard Havens Technical School CGA Bill # 6385

Mr. Young spoke about keeping Bullard Havens School safe. He commented that this was important to assure that 99% of the students graduate.

He once again recalled the night he was attacked and his right to speak out about local government. He further referred to some documents that pertained to past claims, noting that he never received a response to any of them. He stated that as a taxpayer, he was upset about that. He mentioned the sewage problem at P.T. Barnum Apartments and he suggested that some type of container be installed to contain the sewage.

He recalled another incident regarding a tax issue and said he was exonerated on that matter. He noted that on April 21, he will be attending a hearing about losing his medical benefits after losing his sheriff's job. He mentioned other matters that he said would be addressed in court.

Joe Moranti signed up to speak prior to the session

Mr. Moranti stated that he had questions about the city's rainy day fund. He also questioned why there aren't any pay phones at the bus station or train station.

Council President McCarthy suggested that he submit his list of complaints to Tom White to be addressed.

Mr. Moranti further mentioned the problem with the Main Street/Congress Street sidewalks.

Hearing none, the public speaking session was closed.

**** COUNCIL MEMBER M. McCARTHY MOVED TO CLOSE THE PUBLIC HEARING
** COUNCIL MEMBER VIZZO-PANICCIA SECONDED
** MOTION PASSED UNANIMOUSLY**

The public speaking session ended at 6:50 pm.

CITY COUNCIL MEETING

Monday, April 4, 2011

7:00 p.m.

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

**Council President McCarthy called for a caucus prior to the meeting at 6:55 pm.
The caucus ended at 7:30 pm.*

ATTENDANCE: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh,
T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, dePara,
M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: Blunt. Silva

Mayor Finch called the meeting to order at 7:35 pm.

Pray - the prayer was offered by Council member A. Ayala.

Pledge of Allegiance- the pledge was led by Council member Brannelly.

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

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 7, 2011

** COUNCIL MEMBER BONNEY MOVED TO ACCEPT THE MINUTES
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY

** COUNCIL MEMBER CURWEN MOVED TO SUSPEND THE RULES FOR
THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE (ITEM # 62-
10)
** COUNCIL MEMBER LYONS SECONDED
** MOTION PASSED UNANIMOUSLY

** COUNCIL MEMBER CURWEN MOVED TO REFER THE 2011-2012
BUDGET TO THE BUDGET & APPROPRIATIONS COMMITTEE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY

Mayor Finch stated that the budget will be officially transferred to the city clerk's office. He noted that the budget binder was completely recyclable. He commended Tom Sherwood, OPM and his staff for all their hard work putting the budget together.

Mayor Finch read a statement regarding the 2011-2012 budget – see page 7

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER T. McCARTHY MOVED TO REFER
COMMUNICATIONS TO BE REFERRED TO COMMITTEES
** COUNCIL MEMBER PAOLETTO SECONDED**

57-10 Communication from Tax Collector re State Reimbursement of Low and Moderate Income Housing Tax, referred to Miscellaneous Matters Committee.

58-10 Communication from Police Department re Proposed Amendment to the Municipal Code of Ordinances, Chapter 10.20 Towing, amend Section 10.20.080 Qualified Towers – Storage Space, add new Subsection C, referred to Ordinance Committee.

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61-10 Communication from WPCA re Financial Report/Annual Audit pursuant to Ordinance Section 13.04.420, **ACCEPTED AND MADE PART OF THE RECORD.**

**** MOTION PASSED UNANIMOUSLY**

MATTER TO BE LAID OVER UNDER THE RULES:

17-10 Miscellaneous Matters Committee Report re Amendment to City Council Rules of Order – New Rule XIII – EXPENDITURE OF CITY FUNDS. **LAI D OVER - No vote until April 18, 2011 pursuant to City Council Rule XXII.**

Council President McCarthy stated no action was required for this item, due to the city council rule that it must be laid over. The item will be taken up for a vote on April 18, 2011.

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

**** COUNCIL MEMBER T. McCARTHY MOVED TO REFER ITEM 63-10 RE:
RESOLUTION OF THE CITY OF BRIDGEPORT SUPPORTING THE
COLLECTIVE BARGAINING RIGHTS OF WORKERS IN THE STATE OF
WISCONSIN *the appropriate committee to be determined*
** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar. There were none heard. The assistant city clerk read the items into the record:

***41-10** Contracts Committee Report re Agreement with International Association of Firefighters AFL-CIO, Local 834 regarding the Firefighters Collective Bargaining Unit Agreement for the period of July 1, 2009 thru June 30, 2014.

***23-10** Miscellaneous Matters Committee Report re Refund of Excess Payments.

***52-10** Miscellaneous Matters Committee Report re Suit Settlement with Sherry Johnson.

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

**Council President McCarthy recognized the fire union president in the audience. The Mayor and the city council members acknowledged his presence through applause.*

ADJOURNMENT

**** COUNCIL MEMBER T. McCARTHY MOVED TO ADJOURN
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:50 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

City of Bridgeport
City Council Meeting
April 4, 2011
Page 5 of 11

- Mayor's Proposed 2011-2011 Budget for the City of Bridgeport -

April 4, 2011

Honorable Council members:

In accordance with the City Charter, I am hereby presenting the Mayor's proposed 2011-2012 budget for the City of Bridgeport. The ongoing financial problems affecting the international national and state economies continue to impact our own city's finances. Despite all the issues we are facing, the budget I am proposing:

- Contains no tax increase
- After reducing the workforce by nearly 200 positions over the past two years it contains no additional layoffs; and,
- For the third straight budget year it reduces spending. Spending is reduced in this year s budget by \$1.3 million dollars

Once again, in the 2011- 2012 budget, I have reduced spending - by \$1.3 million dollars. We have reduced spending by reducing department budgets, reining in police overtime, and by working collaboratively with nearly every labor union in the City to gain concessions, which will save the City millions of dollars this year, and in the years to come.

The budget I am presenting to you reflects, in large part, the budget proposals sent to the Connecticut General Assembly by Governor Dannel Malloy. As the former Mayor of Stamford, Governor Malloy realizes the extreme challenges municipal governments are facing. For that reason, he has presented a budget plan where the City of Bridgeport suffers only a small cut in State of Connecticut funding levels. As Mayor I am supportive of the Governor's proposed budget and hope it receives legislative approval.

I further stand by Governor Malloy in his efforts to achieve concessions from the men and women who make up the State of Connecticut's various unions. He is attempting as we have in Bridgeport for the past three years, to work hand-in-hand with unions to gain concessions.

The budget I am presenting to you is based upon the assumption the City Council will give final approval to the contract negotiated between the City and Bridgeport Firefighters Union Local 834. This contract contains major concessions from the firefighters union that were vigorously pursued by my administration. The new contract will result in \$1.3 million in savings for the current year's (2010-2011) budget. Those savings will result from two

years of zero percent pay increases, overtime cost avoidance, a hiring freeze, and a change in healthcare cost sharing payments. The healthcare premium cost share payments over the life of the contract will save the city more than \$1 million dollars.

During the past year we have worked very closely with our department heads to ensure we are delivering the best service possible at the lowest possible cost to our taxpayers. The CitiStat program has proven to be an invaluable tool in helping us achieve this goal. It clearly measures departmental productivity, as well as how our employees are meeting the needs, suggestions and complaints of our fellow residents.

Providing excellent municipal service levels while keeping a check on taxes remains one of the cornerstones of my administration. Unfortunately, the short-term outlook for any increased federal or state funding to assist us in achieving this goal remains bleak. In fact, we are struggling to keep present funding levels coming to Bridgeport from both Washington and Hartford. For that reason, my administration has re doubled its efforts to provide the core services our citizens have every right to expect while remaining mindful of the increasing difficulty many are facing to pay their taxes.

As we have done in prior budgets we are again including individual department goals. We believe providing this detailed information will assist the City Council and all Bridgeport citizens to fully appreciate the objectives, methods and service indicators of our various departments. Another cornerstone of my administration has been my desire for transparency in government, doing whatever we can to make government more open, understandable and accessible to the general public. We are continuing to modernize the appearance of the individual departmental budgets to make them easily understandable and adhere to commonly accepted accounting practices. Our diligence in this area has been recognized by the Government Finance Officers Association of the United States and Canada as they have awarded my administration the Distinguished Budget Presentation Award for a third consecutive year. We will continue to strive for excellence in this area.

We will continue to operate as a lean, well-focused team; manpower remains at 20:1 levels.

Highlights of the proposed 2011- 2012 budget include:

- **A balanced budget.** This achievement comes as a result of our never-ending efforts to cut government spending which has resulted in recurring savings.
- **Reduced spending.** This proposed budget reflects a fourth year of reduced spending, an accomplishment shared by no other city in our state. This year's budget calls for a spending reduction of .03%, or approximately \$1.2 million.
- **Overtime reductions.** I propose the reduction of police overtime of \$2million dollars. This is made possible in part, because a new class of police officers will be coming online this year thanks to the federal COPS Program instituted by President Obama.
- **No one time revenues.** Once again we are presenting you with a budget which contains no gimmicks or reliance upon one time revenues.

- **Lowered health care costs through collaborative union negotiations.** In recent years the City's healthcare costs have risen annually by about \$4 million. For fiscal year 2011-2012, we anticipate the increase will dramatically shrink to \$375, 000. My administration has successfully negotiated cost saving healthcare concessions with eight of our 11 unions. Working together with our unions, we have been able to double the amount union members contribute towards their individual healthcare premiums - increasing the amount from 12 percent to 25 percent in just two years. This is a recurring savings which will help the City of Bridgeport save money for many years to come.
- **Debt services reduction.** We have a \$900,000 reduction in debt services. This has been accomplished by our diligent review of ways to minimize our debts. We have also been very frugal as it pertains to bonding, going to the bond market (for short term borrowing) as little as possible.
- **Tax collection rate increase.** We have also continued to grow our tax collection rates despite the challenging financial environment. My administration anticipates we will have a tax collection rate of 97.3% at the conclusion of the present fiscal year. Our consistently high tax collection rate has allowed the City to retain its positive bond rating.
- **Fund balance increase.** The City of Bridgeport's fund balance also continues to increase. Each year my administration is applying the modest surplus into the fund. We have also adopted a new fund balance policy to help re-build the fund balance by mandating all future one-time revenues be deposited into the fund.
- **Sustainable projects move forward.** The city's BGreen 2020 plan is moving forward on many fronts: municipal consolidation efforts continue - Probate and Vital statistics office construction continues, environmental health and building code have moved into their new offices in first floor of City Hall Annex; solar leasing program will move forward; City is expanding its Energy Improvement district, which will include lower utility rates for businesses and homeowners; building out Library energy improvements; developing a green energy park at Seaside landfill; and selecting a developer for City Hall Annex sale/leaseback proposal. In addition, the city will expand its recycling efforts by adopting single stream recycling by Fall 2011, which will represent a significant cost savings once the entire city is online.
- **Comprehensive capital improvement program.** Last year, I presented a comprehensive capital improvement. This plan is targeted at neighborhood revitalization projects that will have a substantial impact on our City's neighborhoods. All of these projects will begin in the Spring/Summer of 2011. Some of the highlights of the plan include:
 - o Creating more access to the waterfront throughout the City including, the reopening of Pleasure Beach and a new riverfront park on Knowlton Street
 - o Improving Parks and Green spaces
 - o Creating a more Sustainable and walkable City (Bike Paths walking lanes connecting downtown to the South End and Black Rock including Seaside Park and St. Mary's by the Sea; Streetscape improvements in the Hollow, South End)

- o Citywide Paving Program (Comprehensive paving program throughout all city neighborhoods from the North End to Downtown)
 - o Anti Blight (Demolition of an additional 25 condemned properties as well as the continued aggressive targeting of blighted properties throughout the City)
 - o Downtown Improvements (Beautification and infrastructure improvements throughout downtown including paving, planting, signage and sidewalks)
 - o Citywide Beautification and Quality of Life Improvements (renovation of public pavilions and fountains, a new soccer field, new multipurpose field at Longfellow School, Citywide streetlight improvements, additional street sweeping and distribution of trash receptacles)
 - o Conduct new Parks Master Plan
- **Increasing green spaces.** Our Parks Master Plan will move forward in the coming months, as the firm chosen to develop the plan meets with constituents and stakeholders to formulate the plan which will guide our Parks planning for the next 20 years.
 - **Safe Asleep Program nears 30,000 installations.** The Fire Department, together with RYASAP and AmeriCorps continues to lead the nation in smoke detector installations through the City's Safe Asleep Program. Funding is secure through Sept 2011; grants are being pursued to continue this extremely public safety initiative.
 - **Public Safety Initiatives and Anti Crime Efforts.** A nationwide search culminated in the appointment of Joseph L. Gaudett Jr. as permanent Chief of Police. During his tenure as Acting Chief, Gaudett significantly reduced the police overtime budget. Chief Gaudett also has formulated a number of initiatives to increase public safety including, a new manpower allocation plan which will put police officers and command staff where they are most needed; expansion of the "Take Back Our Neighborhood" program, including increasing the number of Neighborhood Watch groups in the city and finding sponsors for a second round of a gun buyback program.
 - **Promote diversity at all levels and support minority business enterprise.** In 2010, prime contractors in the City were awarded \$17,720, 851 for physical development projects and of that amount \$2,277,123 or 12.85% of these contracts were awarded to minority or women owned businesses. In 2010, of the subcontracts that were awarded \$4,621,075 or 74.19% was awarded to minority or women owned businesses. Through aggressive monitoring efforts, the City of Bridgeport has placed five companies under review for violating the Minority Business Enterprise Ordinance; of those five, two companies (Connecticut Masons and Waterbury Masonry) have already been fined. Additionally, as a result of the City's prevailing wage investigation, Seakco Construction has paid more than \$47,000 in restitution to project employees for violating the Prevailing Laws and is at risk of being debarred their actions.

My administration and I are committed to making Bridgeport the cleanest, greenest, safest, most affordable city, with schools and neighborhoods that improve each year. In light of this, I am proposing a fiscally responsible budget that reflects regulatory requirements,

core operations, and those services essential to meeting the goals of my administration. A thorough examination of the existing programs and services the city provides has allowed us to evaluate those priorities that matter most to the health and well being of Bridgeport's residents. Core operations such as Police & Fire Services, Education Funding, and Public Health & Sanitation will always receive first priority in budgeting decisions because maintaining and securing the health & safety of our residents is central to the prosperity of our city.

We have once again ranked our priorities in order to make rational decisions about what services we provide and what services are necessary to ensure that Bridgeport remains a vibrant and diverse community. In lean years we work to fund mandated & core operations first, then fund departments and services essential to core operations. Services that contribute to quality of life are considered, and finally non-essential services are reviewed. To clarify what departments fall where, we have produced Table I (on the next page). Funding priority is weighted heavily towards the left side of this chart, order is alphabetical. Total personnel for each department appear in parentheses within each section.

Sincerely,

Bill Finch, Mayor

Mayor Finch thanked everyone for their help during the past year and for preparing the budget. He expressed that he looked forward to working with them this year.



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

ANNE KELLY-LENZ
Tax Collector

BILL FINCH
Mayor

COMM.#57-10 Referred to Miscellaneous Matters Committee
On 04/04/2011

Jan 14th 2011

To: Honorable William Finch Mayor
Honorable Members of the City Council

From: Anne Kelly-Lenz 
Tax Collector

Re: STATE REIMBURSEMENT OF LOW AND MODERATE INCOME HOUSING TAX

In accordance with the Connecticut General Statutes Public Act Number 522, Section 8-215, I ask permission to abate a portion of the taxes for the following projects of "Housing for Low or Moderate Income Persons" for the Grand List of 2009:

Bridgeport Rotary Club Housing Corp. 285 Maplewood Avenue, Block 1116, Lot 40	\$140,716.86
Cedar-Park, Inc. 151 Cedar Street, Block 844, Lot 2A	33,556.84
First Baptist Housing 115 Washington Avenue, Block 1058, Lot 15A	168,722.52
Marionville, Inc. 15-49 Hallett Street, Block 0847, Lot 10A	45,492.86
Seaview Gardens, Inc. 890 Seaview Avenue, Block 0601, Lot 04B	31,189.14
Union Village, Inc. 141 Union Avenue, Block 0626, Lot 08A	49,358.54
Unity Heights Co-Operative 200-436 Lyon Terrace, Block 0903, lot 01X	94,117.24
Total Reimbursement	<u>\$563,154.00</u>

ATTEST
CITY CLERK

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CITY CLERK'S OFFICE
2011 MAR 22 A 10:14

The amount to be abated would be identical to the amount actually reimbursed to the City from the State Of Connecticut. The remainder of the taxes due on each property would then be billed to the Tax Payer.

cc: Dawn Norton, Interim Director of Finance

CITY OF BRIDGEPORT
DEPARTMENT OF POLICE

300 CONGRESS STREET
BRIDGEPORT, CONNECTICUT 06604

JOSEPH L. GAUDETT, JR.
Chief of Police



COMM. # 58-10 Referred to Ordinance Committee (04/04/2011)

March 23, 2011

Fleeta C. Hudson, City Clerk
Office of the City Clerk
City of Bridgeport, Connecticut

RECEIVED
CITY CLERK'S OFFICE
2011 MAR 23 A 11:36
ATTEST
CITY CLERK

**RE: PROPOSED AMENDMENT TO MUNICIPAL CODE CHAPTER 10.20 TOWING
SECTION 10.20.080 QUALIFIED TOWERS – STORAGE SPACE.**

Dear Ms. Hudson:

It has come to our attention that at some point in time, a paragraph from the above mentioned ordinance section has been inadvertently omitted.

This omission should be rectified in order to properly enforce the ordinance section, and therefore, I respectfully request the referral of the attached proposed ordinance amendment for appropriate city council action.

Very truly yours,


Deputy Chief James Honis

**PROPOSED AMENDMENT TO MUNICIPAL CODE OF ORDINANCES
CHAPTER 10.20 TOWING
SECTION 10.20.080 QUALIFIED TOWERS—STORAGE SPACE**

BE IT ORDAINED: by the City Council of the City of Bridgeport that Chapter 10.20 Towing, Section 10.20.080 Qualified Towers—Storage Space, be and it hereby is amended to include the new language indicated below:

10.20.080. Qualified towers – Storage space.

A. The tower shall provide suitable on site secure outdoor storage space sufficient to accommodate all vehicles towed by the towing service, completely enclosed by metal fencing at least eight feet high and with suitable lighting.

B. The tower shall have additional indoor secure storage sufficient to accommodate those vehicles requiring indoor storage as evidenced by the condition of the vehicle and/or specifically requested by the Bridgeport Police Department.

NEW:

C. **THE TOWER SHALL PROVIDE A MINIMUM OUTDOOR STORAGE SPACE FOR TWENTY (20) VEHICLES, AND A MINIMUM INDOOR STORAGE SPACE FOR TEN (10) VEHICLES.**

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

COMM.#59-10 ACCEPTED AND MADE PART OF THE RECORD
04/04/2011

March 24, 2011

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

Re: **SETTLEMENT OF CLAIM**
SCOTT FOSS v. CITY OF BRIDGEPORT

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$15,000.00 payable to Eric W. Chester, Esq. Trustee for Scott Foss. The action was claiming a failure to promote based upon an irregularity in calculating the plaintiff's score on a portion of the February 12, 2007 promotional examination for Fire Captain.

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

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

Very truly yours,

Mark T. Anastasi
City Attorney

ATTEST
CITY CLERK

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CITY CLERK'S OFFICE
2011 MAR 25 P 12:07



CITY OF BRIDGEPORT
LABOR RELATIONS AND BENEFITS ADMINISTRATION

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE
Director
(203) 576-7843

JANET M. FINCH
Human Resources
Manager
(203) 576-8474

BILL FINCH
Mayor

COMM.#60-10 Referred to Contracts Committee on 04/04/2011

RICHARD D. WEINER
Benefits Manager
(203) 576-7007

March 24, 2011

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

Dear Madam Clerk:

Attached please find an original and fifteen copies of an Agreement between Vision Service Plan Insurance Company and the City of Bridgeport to provide administrative services only for a group vision care plan to employees of the City and Board of Education.

The term of the Agreement is from January 1, 2011 to December 31, 2014.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of April 4, 2011.

Sincerely,

Richard D. Weiner
Benefits Manager

ATTEST
CITY CLERK

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2011 MAR 28 A 9:12



VISION SERVICE PLAN INSURANCE COMPANY
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

GROUP VISION CARE PLAN
ADMINISTRATIVE SERVICES PROGRAM

Group Name **CITY OF BRIDGEPORT/BRIDGEPORT BOARD OF EDUCATION**

Plan Number **12273197**

State of Delivery **CONNECTICUT**

Effective Date **JANUARY 1, 2011**

Plan Term **FORTY-EIGHT (48) MONTHS**

Administrative Fee Due Date **FIRST DAY OF MONTH**

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by Group of the administrative fees and other amounts due as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to provide certain individuals under this Group Vision Care Plan ("Plan") the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Plan is delivered in and governed by the laws of the State of Connecticut and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Plan.

Bill Finch, Mayor

Gary N. Brooks, Secretary

Date

Date

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I.
DEFINITIONS

Key terms used in this Plan are defined and shall have the meaning set forth as follows, unless the context of a term's usage clearly requires otherwise.

- 1.01. **ADMINISTRATIVE FEE**: The payments made to VSP by or on behalf of Group in consideration of administrative services rendered.
- 1.02. **ADMINISTRATIVE SERVICES PROGRAM**: A group vision care plan whereby Group pays VSP for the Plan Benefits in addition to a monthly Administrative Fee.
- 1.03. **ADVANCE PAYMENT**: The amount paid in advance to VSP by or on behalf of Group to cover the estimated benefit costs of Group for one (1) month.
- 1.04. **BENEFIT AUTHORIZATION**: Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.
- 1.05. **CLAIMS AMOUNT**: Total charges for benefits delivered, including the cost of professional services and ophthalmic materials, charges for VSP services related to materials purchased, and taxes.
- 1.06. **CONFIDENTIAL MATTER**: All confidential or personal information concerning the medical, personal, financial or business affairs of Covered Persons acquired in the course of providing Plan Benefits hereunder identified in HIPAA.
- 1.07. **COPAYMENTS**: Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered.
- 1.08. **COVERED PERSON**: An Eligible Member or an Eligible Dependent who meets the Group's and VSP's eligibility criteria and who is covered under this Plan.

1.09. **ELIGIBLE DEPENDENT**: Any legal dependent of an Eligible Member of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan.

1.10. **ELIGIBLE MEMBER**: An active, retired, or former employee or member of the group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan.

1.11. **EMERGENCY CONDITION**: A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.

1.12. **EXPERIMENTAL NATURE**: Procedure or lens that is not used generally or accepted by the American Optometric Association, as determined by VSP.

1.13. **GROUP**: The City of Bridgeport/Bridgeport Board of Education, which has contracted with VSP for coverage under this Plan in order to provide vision care coverage to its Eligible Members and their Eligible Dependents.

1.14. **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Eligible Members and their Eligible Dependents become Covered Persons of VSP.

1.15. **GROUP VISION CARE PLAN (also, "THE PLAN")**: The Plan provided by VSP in favor of a Group, under which its Eligible Members and their Eligible Dependents are entitled to receive Plan Benefits in accordance with the terms of such Plan.

1.16. **MEMBER DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.

1.17. **NON-MEMBER PROVIDER**: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.18. **PLAN BENEFITS**: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Plan, as defined in the Schedule of Benefits attached hereto as Exhibit A.

1.19. **RENEWAL DATE**: The date on which the Plan shall expire, that is, December 31, 2014 unless earlier terminated upon notice being given.

1.20. **SCHEDULE OF BENEFITS**: The document, attached hereto as Exhibit A, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of this Plan

1.21. **SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE**: The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

II.
TERM, TERMINATION, AND RENEWAL

2.01. **Plan Term:** This Plan shall become effective on the Effective Date and shall remain in effect for the Plan Term unless earlier terminated as provided herein. At the end of the Plan Term, it will renew on a month to month basis unless either party notifies the other in writing, at least sixty (60) days before the end of the Plan Term, that the party is unwilling to renew the Plan. If such notice is given, the Plan will terminate at 12:00 midnight on the last day of the Plan Term, unless the parties reach mutual agreement on its renewal. If the Plan continues on a month-to-month basis after the Plan Term, either Party may thereafter terminate the Plan upon ninety (90) days advance written notice to the other party

2.02. **Termination:** Upon termination Group agrees to pay all Claims Amounts and Administrative Fees for Plan Benefits provided pursuant to Benefit Authorizations issued prior to the Plan termination date, provided claims for such Plan Benefits are filed with VSP within six (6) months after termination of this Plan.

III.
OBLIGATIONS OF VSP

3.01. **Coverage of Covered Persons:** VSP will enroll each Eligible Member and his/her Eligible Dependents, if dependent coverage is provided, all of whom shall be referred to as "Covered Persons." To institute coverage, Group may be required to complete and sign a Group Application and forward such application to VSP, along with information regarding Eligible Members and Eligible Dependents, and applicable amounts due. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following enrollment, VSP will provide Group with Member Benefit Summaries for Covered Persons ("Member Benefit Summaries"). Such Member Benefit Summaries will summarize the terms and conditions of this Plan.

3.02. **Provision of Plan Benefits:** Through its Member Doctors (or through other licensed vision care providers in cases where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-Member Provider), VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto, subject to any limitations, exclusions, or copayments ("Copayments") therein stated.

Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a Member Doctor. When a Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person in order for the Member Doctor to obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the Member Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, allowing a specific period of time for the Covered Person to obtain Plan Benefits. Benefit Authorization shall be issued by VSP in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be

made. VSP shall not be held liable to Group for any Benefit Authorization issued in error in reliance on the latest eligibility information available to VSP as provided by the Group.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the Covered Person of the reasons for the extension.

3.03. **Provision of Information to Covered Persons:** Upon request, VSP will make available to Covered Persons necessary information describing Plan Benefits and procedures. A copy of this Plan will be placed with Group. The Plan will also be available at the offices of VSP for copying or inspection by Covered Persons. VSP shall provide Group with an updated list twice annually of Member Doctors' names, addresses, and telephone numbers for distribution to Covered Persons. Covered Persons may also obtain a copy of the latest Member Doctor list by contacting VSP's Customer Service Department in writing or via the toll-free Customer Service telephone line, or by visiting VSP's Web site at www.vsp.com.

3.04. **Preservation of Confidentiality:** VSP will hold in strict confidence all Confidential Matters and protect all information of Covered Persons protected from disclosure under HIPAA. VSP will also exercise its best efforts to prevent any of its employees, Member Doctors, or agents, from disclosing any Confidential Matter. An exception would be if disclosure is necessary to enable any of the above to perform their obligations under this Plan, including but not limited to sharing information with medical information bureaus, or as may otherwise be required by law. Covered Persons and/or Groups that want more information on VSP's Confidentiality Policy may obtain a copy of the policy by contacting VSP's Customer Service Department or by visiting VSP's Web site at www.vsp.com.

3.05. **Emergency Vision Care:** When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Non-Member Provider. No

prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plans for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

IV.
OBLIGATIONS OF THE GROUP

4.01. **Identification of Covered Persons:** A Covered Person is eligible for coverage under this Plan, if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. Group shall provide monthly eligibility information to VSP in a mutually agreed upon format and medium to identify all Covered Persons who are eligible for coverage under this Plan. Group will supply to VSP, on or before the last day of each month, eligibility information sufficient to identify all Covered Persons to be added to or deleted from VSP's coverage rosters for the coming month. The eligibility information shall include designation of family status for each such Covered Person, if dependent coverage is provided. Group shall, when requested, make available for inspection by VSP records having a bearing on the coverage of Covered Persons under this Plan.

4.02. **Claims Amounts and Advance of Payment:** Group shall provide all funds necessary to pay the Claims Amount associated with Covered Persons pursuant to this Plan. In order to assure timely and adequate payment, Group agrees to make an Advance Payment as outlined on the attached Schedule of Advance Payment and Administrative Fee, Exhibit B. This Advance Payment is an estimate of the Claims Amount for one (1) month. Group agrees to pay the actual Claims Amounts on a monthly basis within ten (10) days after receipt of VSP's statement. The Advance Payment amount may be adjusted each Plan Term if the average of monthly Claims Amount increases or decreases. The parties agree that such Advance Payment is reimbursable to the Group upon termination of this Plan, after the Group's indebtedness to VSP and/or its Member and Non-Member Providers has been satisfied. However, amounts paid to VSP as Advance Payments shall not be considered assets of the Group, and need not be held in trust by VSP.

4.03. **Administrative Fee:** Additionally, on or before the first day of each month, Group shall pay to VSP an Administrative Fee as outlined on the attached Schedule of Advance Payment and

Administrative Fee, Exhibit B. Change will not be made to the Administrative Fee during the Plan Term unless there is a change in the Schedule of Benefits or a material change in any other terms and conditions of the Plan, provided any such change is mutually agreed upon in writing between VSP and Group.

Notwithstanding the above, VSP reserves the right to increase amounts due hereunder during a Plan Term by the amount of any tax or assessment not now in effect which is subsequently levied by any taxing authority, which is attributable to the amount due VSP from Group.

4.04. **Grace Period:** Group shall be allowed a grace period of thirty-one (31) days following the due date for making any payment of amounts due under this Plan. During the grace period, this Plan will remain in full force and effect for all Covered Persons. If Group fails to make any payment of amounts due by the end of any grace period, VSP may notify Group that the payment of amounts due has not been made, that coverage is canceled in accordance with Paragraph 2.02, and that the Group is responsible for payment for the Claims Amount associated with Plan Benefits provided to Covered Persons after the last period for which amounts due were fully paid, including the grace period and through the effective date of the termination. Group shall also remain responsible for payment, in accordance with Paragraph 2.02, of any Claims Amount associated with Benefit Authorizations outstanding at the time of termination, and for any legal and/or collection fees incurred by VSP in collecting amounts due under this Plan.

4.05. **Distribution of Required Documents:** Group agrees to distribute to Covered Persons any disclosure forms, plan summaries or other materials that may be required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after receipt or as otherwise required under state law.

V.
OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN

5.01. **General:** By this Plan, Group makes coverage available to its Eligible Members and their Eligible Dependents, if dependent coverage is provided. This Plan may be amended or terminated by agreement between VSP and Group as otherwise indicated herein. Consent or concurrence of Covered Persons for any such amendment or termination is not necessary. This Plan, and all Exhibits, attachments and amendments, constitute VSP's sole and entire undertaking to Eligible Members and their Eligible Dependents under this Plan.

All Covered Persons under this Plan shall have the following obligations as a condition of their coverage.

5.02. **Copayments for Services Received:** Where, as indicated on the Schedule of Benefits, Exhibit A hereto, Copayments are required for certain Plan Benefits, these Copayments shall be the personal responsibility of the Covered Person receiving the care and must be paid to the Member Doctor (or Non-Member Doctor if Non-Member Provider benefits are indicated on the attached Schedule of Benefits at Exhibit A) on the date the services are rendered.

5.03. **Obtaining Services from Member Doctors:** Benefit Authorization must be obtained prior to receiving Plan Benefits from a Member Doctor. When a Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person must select a Member Doctor, schedule an appointment, and identify himself as a Covered Person in order for the Member Doctor to obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the provider will be considered a Non-Member Provider and the benefits available will be limited to those for a Non-Member Provider, if any.

5.04. **Submission of Non-Member Provider Claims:** All claims for services received from Non-Member Providers (if Non-Member Provider coverage is indicated on the attached Schedule of Benefits at Exhibit A) shall be submitted by Covered Persons to VSP within one hundred eighty (180) days of the date of service. VSP reserves the right to reject such claims which are filed more than one hundred eighty (180) days after the date of service. Failure to submit a claim within one hundred eighty (180) days, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as was reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date.

5.05. **Complaints and Grievances:** Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his/her complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

5.06. **Claim Denial Appeals:** If, under the terms of this Plan, a claim is denied in whole or in part, a request may be submitted to VSP by the Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the Covered Person's name, Covered Person Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person as follows:

Denied Claims for Services Rendered: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

b) Second Level Appeal: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination within thirty (30) calendar days.

c) Other Remedies: When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation, or Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], a Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and the Covered Person disagrees with the outcome.

5.07. **Time of Action:** No action in law or in equity shall be brought to recover on the Plan prior to the Covered Person exhausting his/her appeal rights as described in Paragraphs 5.05 and 5.06 above and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices may be submitted to VSP, in accordance with the terms of this Plan.

VI.
ELIGIBILITY FOR COVERAGE

6.01. **Eligibility Criteria:** Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

(a) **Covered Person:** To be eligible for coverage, a person must be an Eligible Member or an Eligible Dependent .

(b) **Eligible Member**

(1) currently be an active retired or former employee or member of the Group, and

(2) meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

(b) **Eligible Dependents:** If dependent coverage is provided, the persons eligible for coverage as dependents shall include:

(1) the legal spouse of any Eligible Member, and

(2) Any child of an Eligible Member, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption or other child for whom a court holds the Eligible Member responsible. Such dependent child shall be eligible until the end of the month in which the child attains the age of 26.

If a dependent child, prior to attainment of the prescribed age for termination of eligibility, becomes and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate. Coverage will continue as long as he remains chiefly dependent on the Eligible Member for support and the Eligible Member's coverage remains in force; PROVIDED satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated, and at such other times as VSP may request proof, but not more frequently than annually.

6.02. **Documentation of Eligibility:** Persons satisfying the requirements for coverage under either of the above classes shall be eligible if:

(a) in the case of a Eligible Member's, the individual's name and Social Security Number have been reported by the Group to VSP in the manner provided hereunder, and

(b) in the case of changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As indicated in Paragraph 4.01 above, VSP may elect to inspect the Group's records in order to verify eligibility of Eligible Members and Eligible Dependents. Plan Benefits will be available only to persons on whose behalf applicable amounts due have been paid for the current period, or Grace Periods outlined above in Paragraph 4.04. If a clerical error is made, it will not affect the coverage to which the Eligible Member is entitled under the Plan.

6.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. If coverage is retroactively terminated for an individual, Group shall remain responsible for the Claims Amount associated with any Plan Benefits provided to that individual pursuant to the Benefit Authorization issued by VSP in reliance on the latest eligibility information available to VSP at the time of such Benefit Authorization.

6.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Covered Persons covered under the Plan, and Group's contribution and Group's eligibility requirements are all material to VSP's obligations under this Plan. During the term of this Plan, Group must provide VSP with written notice of changes to its composition, percentage of Covered Persons covered, contribution or eligibility requirements. Any such change which materially affects VSP's obligations hereunder must be mutually agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Plan for purposes of Paragraph 4.03. Nothing in this section shall limit Group's ability to add Eligible Members and/or Eligible Dependents in accordance with the terms of this Plan.

6.05. **Change in Family Status:** In the event Group is notified of any change in an Eligible Member's family status (by marriage, the addition (e.g., newborn or adopted child) or deletion of dependent children, etc.) Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If such notice is given, the change in the Eligible Member's status will be effective on the first day of the month following the request for change, or at a requested later date. Notwithstanding any other provision in this section, a newborn child will be covered for thirty-one (31) days after birth and an adopted child will be covered for thirty-one (31) days after the date the Eligible Member or Eligible Member's spouse acquires the right to control the health care of the child. To continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Eligible Member's change in family status and applicable amounts due must be paid to VSP on behalf of the child.

6.06. **Family and Medical Leave Act:** The federal Family and Medical Leave Act of 1993 (FMLA), requires that under certain circumstances health plan benefits available to an Eligible Member and his or her Eligible Dependents be made available during certain periods of leave. Benefits will be available at the level and under the conditions coverage would have been provided if the Covered Person had not gone on leave. If, and only to the extent, FMLA applies to the parties to this Plan, VSP shall make the statutorily-required continuation coverage available based on the eligibility information provided by the Group.

VII.
CONTINUATION OF COVERAGE

7.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Eligible Member and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

VIII.
ARBITRATION OF DISPUTES

8.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this Plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, either party may seek remedies from a court in Fairfield County Connecticut having jurisdiction over the parties.

8.02. **Choice of Law:** Disputes shall be resolved under applicable federal law or the laws of the State of Connecticut..

IX.
NOTICES

9.01. **Required Notices**: Any notices to be given under this Plan to either the Group or VSP shall be in writing and delivered by United States First Class Mail. Notices sent to the Group will be mailed to the address shown on the Group Application. Notices sent to VSP shall be sent to the address shown on this Plan. Any notices may be hand-delivered by either party to an appropriate representative of the party, with the burden being on the party effecting such hand-delivery, to prove, if questioned, that such delivery was made.

X.
MISCELLANEOUS

10.01. **Entire Plan:** This Plan, the Group Application, and all Exhibits and attachments, and any amendments hereto, constitute the entire understanding between the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Plan must be approved by an officer of VSP and attached to be valid. No agent has the authority to change this Plan or waive any of its provisions. Communication materials prepared by Group for distribution to eligible persons do not constitute a part of this Plan.

10.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers or employees to perform any of the duties or responsibilities specified herein. This indemnification provision shall survive expiration of the Term or the earlier termination of this Agreement.

10.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with Member Doctors, who are independent contractors responsible for exercising independent judgement. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Plan.

10.04. **Assignment**: Neither this Plan nor any of the rights or obligations of either of the parties may be assigned or transferred, except as noted herein, without the prior written consent of both parties.

10.05. **Severability**: Should any provision of this Plan be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. **Governing Law**: This Plan shall be governed by and construed in accordance with applicable federal and Connecticut state law. Any provision that is in conflict with, or not in compliance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulations, now or hereafter existing.

10.07. **Gender**: All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

10.08. **Communication Materials**: All Communication materials created by Group which relate to this vision care Plan must adhere to VSP's Member Communication Guidelines, distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval in advance of mailing to Covered Persons. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including, but not limited to, ERISA requirements.

EXHIBIT A

**VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF BENEFITS
Signature Plan**

GENERAL

This Schedule lists the vision care services and vision care materials to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers. This Schedule forms a part of the Plan or Certificate to which it is attached.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayments as stated below. When Plan Benefits are available and received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the second column below less any applicable Copayments.

COPAYMENT

The benefits described herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Copayments are required for Plan Benefits received from Member Doctors and Non-Member Providers. Covered Persons must also follow the proper procedures for obtaining Benefit Authorization.

There shall be a Copayment of \$ 20.00 for the examination payable by the Covered Person to the Member Doctor at the time services are rendered. If materials (lenses and frames) are provided, there shall be an additional \$ 30.00 Copayment payable at the time the materials are ordered. However, the Copayment for materials shall not apply to elective contact lenses.

PLAN BENEFITS

**MEMBER DOCTOR
BENEFIT**

**NON-MEMBER
PROVIDER BENEFIT**

VISION CARE SERVICES

Eye Examination

Covered in Full*

Up to \$ 40.00*

Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Subsequent regular eye examinations every 12 months.

*Less any applicable Copayment.

VISION CARE MATERIALS

	<u>MEMBER DOCTOR BENEFIT</u>	<u>NON-MEMBER PROVIDER BENEFIT</u>
<u>Lenses</u>		
Single Vision	Covered in full*	Up to \$ 40.00*
Bifocal	Covered in full*	Up to \$ 60.00*
Trifocal	Covered in full*	Up to \$ 80.00*
Lenticular	Covered in full*	Up to \$ 125.00*

Available every 12 months.

Frames

Covered up to Plan Allowance*	Up to \$ 45.00*
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Available every 24 months.

*Less any applicable Copayment.

Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.

Lenses and frames include such professional services as are necessary, which shall include:

- Prescribing and ordering proper lenses;
- Assisting in the selection of frames;
- Verifying the accuracy of the finished lenses;
- Proper fitting and adjustment of frames;
- Subsequent adjustments to frames to maintain comfort and efficiency;
- Progress or follow-up work as necessary.

Contact Lenses

Contact lenses are available once every 12 months in lieu of all other lens and frame benefits available herein. When contact lenses are obtained, the Covered Person shall not be eligible for lenses again for 12 months and frames for 24 months.

Necessary –

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Member Doctor or Non-Member Provider. Review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.

**MEMBER DOCTOR
BENEFIT**

Professional Fees and Materials
Covered in full*

**NON-MEMBER
PROVIDER BENEFIT**

Professional Fees and Materials
Up to \$ 210.00*

Elective -

**MEMBER DOCTOR
BENEFIT**

Professional Fees and Materials**
Up to \$ 105.00*

**NON-MEMBER
PROVIDER BENEFIT**

Professional Fees and Materials
Up to \$ 105.00*

*Subject to Copayment

**15% discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.

LOW VISION BENEFIT

The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses.

	<u>MEMBER DOCTOR BENEFIT</u>	<u>NON-MEMBER BENEFIT</u>
Supplementary Testing	Covered in Full	Up to \$125.00

Complete low vision analysis/diagnosis which includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.

Supplemental Care Aids	75% of Cost	75% of Cost
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Subsequent low vision aids.

Copayment for Supplemental Aids: 25% payable by Covered Person.

Benefit Maximum

The maximum benefit available is \$1000.00 (excluding Copayment) every two years.

NON-MEMBER PROVIDER BENEFIT

Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and Copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Non-Member Provider his full fee. The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. NOTE: There is no assurance that this amount will be within the 25% Copayment feature.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

PATIENT OPTIONS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Photochromic lenses; tinted lenses except Pink #1 and Pink #2.
- Polycarbonate lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.
- A frame that costs more than the Plan allowance.
- Contact lenses (except as noted elsewhere herein).

NOT COVERED

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than a $\pm .50$ diopter power); or two pair of glasses in lieu of bifocals;
- Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available;
- Medical or surgical treatment of the eyes;
- Corrective vision treatment of an Experimental Nature;
- Costs for services and/or materials above Plan Benefit allowances;
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

VSP MAY, AT ITS DISCRETION, WAIVE ANY OF THE PLAN LIMITATIONS IF, IN THE OPINION OF VSP's OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.

EXHIBIT B

**VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE
Signature Plan**

VSP shall be entitled to receive amounts due for each month on behalf of each Eligible Member and his/her Eligible Dependents, if any in the amounts specified below:

ADVANCE PAYMENT:	0.00
ADMINISTRATIVE FEE:	Claims + 10%

NOTICE: The amount due under this Plan is subject to change upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.

VISION SERVICE PLAN INSURANCE COMPANY

**PLEASE ATTACH TO YOUR
GROUP VISION CARE PLAN**

AMENDMENT TO GROUP VISION CARE PLAN

To be attached to and made part of Group Vision Care Plan Number 12273197 issued to CITY OF BRIDGEPORT.

EXCEPT as specifically amended herein, said Plan shall remain in full force and effect.

IT IS HEREBY AGREED that effective April 1, 2011, the Group Vision Care Plan shall be amended as attached hereto.

EXHIBIT B

VISION SERVICE PLAN INSURANCE COMPANY
SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE
Signature Plan

VSP shall be entitled to receive amounts due for each month on behalf of each Enrollee and his/her Eligible Dependents, if any in the amounts specified below:

ADVANCE PAYMENT: \$ 0.00

ADMINISTRATIVE FEE: \$.51 PER ELIGIBLE ENROLLEE
(INCLUDES COVERAGE FOR ELIGIBLE DEPENDENTS)

Said rate(s) shall be guaranteed for a term of 45 months through December 31, 2014.

NOTICE: The amount due under this Plan is subject to change upon renewal (after the end of the Plan Term or any subsequent Plan Term) or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.



WATER POLLUTION CONTROL AUTHORITY
for the City of Bridgeport

695 Seaview Avenue • Bridgeport, Connecticut 06607-1628
Telephone (203) 332-5550 • Fax (203) 576-7005

WILLIAM E. ROBINSON
Acting General Manager

COMM. 61-10-ACCEPTED AND MADE PART OF THE RECORD, April 4, 2011.

MEMORANDUM

TO: Fleeta Hudson
City Clerk

FROM: William E. Robinson, Acting General Manager

DATE: March 24, 2011

SUBJECT: WPCA Financial Report for June 30, 2010

A handwritten signature in black ink, appearing to read 'W. Robinson', written over the 'FROM' line of the memorandum.

Attached are copies of the WPCA's Financial Report for June 30, 2010 which we are filing at your office pursuant to Bridgeport City Ordinance, Section 13.04.420.

Attachments

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2011 MAR 25 A 8:57

**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT, CONNECTICUT**

FINANCIAL REPORT

JUNE 30, 2010

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

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BlumShapiro

Accounting | Tax | Business Consulting

Independent Auditors' Report

To the Board of Directors
Water Pollution Control Authority of
the City of Bridgeport, Connecticut

We have audited the accompanying financial statements of the business-type activities of the Water Pollution Control Authority of the City of Bridgeport, Connecticut (the WPCA) as of and for the year ended June 30, 2010 as shown on pages 3-5. These financial statements are the responsibility of the WPCA's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the WPCA's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements of the Water Pollution Control Authority of the City of Bridgeport, Connecticut, are intended to present the financial position, the changes in financial position and cash flows information of only that portion of the business-type activities of the City of Bridgeport, Connecticut, that is attributable to the transactions of the WPCA. They do not purport to, and do not, present fairly the financial position of the City of Bridgeport, Connecticut, as of June 30, 2010, or the changes in its financial position or its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Water Pollution Control Authority of the City of Bridgeport, Connecticut, as of June 30, 2010 and the changes in its financial position and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Blum, Shapiro & Company, P.C.

February 18, 2011

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

STATEMENT OF NET ASSETS

JUNE 30, 2010

Assets:	
Current:	
Cash and cash equivalents	\$ 3,449,803
Accounts and liens receivable, net of allowances for doubtful accounts of \$4,471,345	6,297,482
Other receivables	1,954,790
Other assets	57,909
Total current assets	<u>11,759,984</u>
Noncurrent:	
Restricted cash and cash equivalents	820,556
Capital assets not being depreciated	4,882,395
Capital assets being depreciated, net of depreciation	118,712,798
Total noncurrent assets	<u>124,415,749</u>
Total assets	<u>136,175,733</u>
Liabilities:	
Current:	
Current portion of long-term debt	5,334,173
Accounts payable and accrued expenses	1,789,436
Accrued interest payable	145,225
Construction contracts payable	329,763
Due to other funds of the City of Bridgeport	3,412,114
Deferred revenue	3,500
Total current liabilities	<u>11,014,211</u>
Long-term debt, less current portion	<u>44,509,510</u>
Total liabilities	<u>55,523,721</u>
Net Assets:	
Invested in capital assets, net of related debt	73,751,510
Restricted for debt service and capital improvements	820,556
Unrestricted	<u>6,079,946</u>
Total Net Assets	<u>\$ 80,652,012</u>

The accompanying notes are an integral part of the financial statements

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2010

Operating Revenues:	
Sewer user fees	\$ <u>25,742,479</u>
Operating Expenses:	
Operation and maintenance	20,651,080
Depreciation	<u>6,270,827</u>
Total operating expenses	<u>26,921,907</u>
Operating Loss	<u>(1,179,428)</u>
Nonoperating Revenue (Expense):	
Interest income	25,087
Interest expense	(914,836)
Other income	<u>1,070,721</u>
Net nonoperating revenue	<u>180,972</u>
Loss Before Capital Contributions	(998,456)
Capital Contributions	<u>1,342,985</u>
Change in Net Assets	344,529
Net Assets at Beginning of Year	<u>80,307,483</u>
Net Assets at End of Year	<u>\$ <u>80,652,012</u></u>

The accompanying notes are an integral part of the financial statements

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2010**

Cash Flows from Operating Activities:	
Receipts from customers and users	\$ 25,087,429
Payments to suppliers	(19,559,722)
Payments to employees	(699,268)
Payments for interfund services used	(521,072)
Net cash provided by operating activities	<u>4,307,367</u>
Cash Flows from Capital and Related Financing Activities:	
Principal payments on debt	(5,259,868)
Interest paid on debt	(917,822)
Proceeds from notes payable	5,167,276
Proceeds received on capital grants	1,342,985
Purchase of capital assets	(5,368,072)
Net cash used in capital and related financing activities	<u>(5,035,501)</u>
Cash Flows from Noncapital Activities:	
Other income	<u>1,070,721</u>
Cash Flows from Investing Activities:	
Interest received on investments	<u>25,087</u>
Net Increase in Cash and Cash Equivalents	367,674
Cash and Cash Equivalents at Beginning of Year	<u>3,902,685</u>
Cash and Cash Equivalents at End of Year	<u>\$ 4,270,359</u>
Reconciliation to Statement of Net Assets:	
Cash and cash equivalents	\$ 3,449,803
Restricted cash and cash equivalents	<u>820,556</u>
	<u>\$ 4,270,359</u>
Reconciliation of Operating Loss to Net Cash Provided by Operating Activities:	
Operating loss	\$ (1,179,428)
Adjustments to reconcile operating loss to net cash provided by operating activities:	
Depreciation	6,270,827
Changes in assets and liabilities:	
Decrease in accounts receivable and unbilled usage charges	125,173
Increase in other receivables	(841,488)
Increase in other assets	(57,909)
Increase in provision for uncollectible accounts	61,765
Decrease in due to other funds of the City of Bridgeport	(521,072)
Increase in accounts payable and accrued expenses	449,999
Decrease in deferred revenues	<u>(500)</u>
Net Cash Provided by Operating Activities	<u>\$ 4,307,367</u>

The accompanying notes are an integral part of the financial statements

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Pursuant to an ordinance approved by the City Council (the Ordinance) of the City of Bridgeport, Connecticut (the City) on April 18, 1988, the Water Pollution Control Authority of the City of Bridgeport, Connecticut (the WPCA) was established, effective July 1, 1988, to operate and maintain the sewage system of the City as a self-sustaining activity. The Ordinance requires the WPCA to adopt its own budget and to be accounted for as a business-type activity of the City. The WPCA is governed by a Board of Directors consisting of nine members, four of whom are City officials and five of whom are appointed by the Mayor of the City and approved by the City Council. The financial statements present only the Water Pollution Control Authority of the City of Bridgeport, Connecticut, and do not purport to, and do not, present fairly the financial position of the City of Bridgeport, Connecticut, as of June 30, 2010, and the changes in its financial position and its cash flows, where applicable, thereof for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Certain operations of the WPCA are conducted by the City and its employees in accordance with an agreement of understanding. This agreement outlines the operating and financial responsibilities of the WPCA and the City and also stipulates the methods by which certain overhead costs incurred by the City for providing these services are to be reimbursed by the WPCA.

B. Basis of Presentation

The accounts of the WPCA are organized on the basis of an enterprise fund, which is considered a separate accounting entity. The operations of the fund are accounted for through a separate set of self-balancing accounts that comprise its assets, liabilities, net assets, revenues and expenses.

C. Basis of Accounting

The WPCA utilizes the accrual basis of accounting, under which revenues are recognized when earned and expenses are recognized when incurred.

D. Accounting Estimates

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses and expenditures during the reporting period. Actual results could differ from those estimates.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

E. Cash and Cash Equivalents

For purposes of reporting cash flows, the WPCA considers all unrestricted and restricted highly liquid investments with an original maturity term of three months or less when purchased to be cash equivalents.

F. Accounts Receivable

Accounts receivable are carried at the original amount billed less an estimate made for doubtful accounts based on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. Recoveries of accounts receivable previously written off are recorded when received.

G. Capital Assets

Property, plant and equipment are stated at cost. Normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Assets being constructed over a period of time are classified as construction in progress. No depreciation is computed on these assets until they are complete and placed into service. Property, plant and equipment are depreciated over the following estimated useful lives:

Facilities and improvements	20-50 years
Equipment	5-20 years

The WPCA capitalizes interest during the period of construction.

H. Compensated Absences

Vacations earned during the year and not taken can be, subject to certain restrictions, carried over to the following fiscal year or partly paid in cash. A liability is accrued for that portion of vacation pay that vests. Unused sick pay is accumulated, subject to certain limitations, for future absences or paid upon death or retirement.

Vested sick leave and accumulated vacation leave is recognized as an expense and liability as the benefits accrue to employees. Nonvested sick leave is recognized to the extent it is expected to be paid.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

I. Due from Other Funds of the City of Bridgeport and Self-Insurance

The City's general fund pays for all expenses on behalf of the WPCA and bills the WPCA monthly for such expenses, as well as for certain overhead costs incurred by the City in connection with the WPCA's operations. The City also makes the principal and interest payments on its outstanding debt and bills the WPCA for such payments.

The City self-insures for employee health benefits and workers' compensation. The WPCA is charged a premium for health benefits based on rates set by the City. Any underfunding at the City level will result in increased premiums in later years, but is not believed to be material to the WPCA. The WPCA is charged for the workers' compensation claims attributable to its employees based on actual costs. The WPCA recognizes a liability for workers' compensation claims payable and for claims incurred but not reported.

J. Revenues

Revenues are based on the WPCA authorized minimum charges and rates per hundred cubic feet applied to customer consumption of water. The WPCA accrues an estimate for services delivered but not billed at the end of each accounting period. The WPCA distinguished operating revenues and expenses from nonoperating. Operating revenues result from charges to customers for sewer treatment and related services. Operating expenses include the cost of operations, maintenance, sales and service, administrative expenses and depreciation. All revenues and expenses not meeting this definition are reported as nonoperating or capital contributions.

Interest is levied on accounts that are 30 days past due. The WPCA has the authority to file liens on past due accounts. The liens are payable second to property taxes upon transfer of the respective properties.

The WPCA also has an agreement with the Town of Trumbull (Trumbull) for sewage treatment services provided. Trumbull, which is billed for services monthly, has three mains that pass wastewater to the WPCA's Westside treatment facility.

K. Proprietary Fund Accounting

The WPCA follows Statement No. 20 of the Governmental Accounting Standards Board (GASB), *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities that Use Proprietary Fund Accounting*. This Statement provides guidance on the applicability of accounting pronouncements from other standard setting organizations. Under the WPCA's election, it must apply all GASB pronouncements and the following pronouncements issued before November 30, 1989 unless they contradict GASB pronouncements: Statements and Interpretations of the Financial Accounting Standards Board, Accounting Principles Board Opinions and Accounting Research Bulletins of the Committee on Accounting Procedures.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

L. Net Assets

Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt, consists of capital assets, net of accumulated depreciation, reduced by any outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the WPCA or through external restrictions imposed by creditors, grantors or laws or regulation of other governments. Restricted resources are used first to fund appropriations.

2. CASH AND CASH EQUIVALENTS

As of June 30, 2010, cash and cash equivalents, including balances restricted for repayment of principal and interest on State loans and for capital improvements, consist of the following:

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Demand accounts	\$ 3,448,603	\$ 820,556	\$ 4,269,159
Petty cash	<u>1,200</u>	<u>-</u>	<u>1,200</u>
	<u>\$ 3,449,803</u>	<u>\$ 820,556</u>	<u>\$ 4,270,359</u>

Responsibility for custodial credit risks of deposits rests with the City; accordingly, separate disclosure is not possible.

Disclosure of the City's custodial credit risk of deposits is contained in the City's basic financial statements.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

3. CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2010 was as follows:

	<u>Beginning Balance</u>	<u>Additions/ Transfers</u>	<u>Disposals/ Transfers</u>	<u>Ending Balance</u>
Business-type activities:				
Capital assets not being depreciated:				
Construction in progress	\$ 2,147,181	\$ 4,326,328	\$ (1,591,114)	\$ 4,882,395
Capital assets being depreciated:				
Buildings and improvements	101,227,465		1,591,114	102,818,579
Machinery and equipment	14,129,150	444,348		14,573,498
Distribution and collection systems	69,054,766	627,894		69,682,660
Vehicles	2,327,389	81,728		2,409,117
Total capital assets being depreciated	<u>186,738,770</u>	<u>1,153,970</u>	<u>1,591,114</u>	<u>189,483,854</u>
Less accumulated depreciation for:				
Buildings and improvements	(41,108,025)	(4,085,651)		(45,193,676)
Machinery and equipment	(8,535,807)	(608,553)		(9,144,360)
Distribution and collection systems	(12,815,860)	(1,478,795)		(14,294,655)
Vehicles	<u>(2,040,537)</u>	<u>(97,828)</u>		<u>(2,138,365)</u>
Total accumulated depreciation	<u>(64,500,229)</u>	<u>(6,270,827)</u>	<u>-</u>	<u>(70,771,056)</u>
Total capital assets being depreciated, net	<u>122,238,541</u>	<u>(5,116,857)</u>	<u>1,591,114</u>	<u>118,712,798</u>
Business-Type Activities Capital Assets, Net	<u>\$ 124,385,722</u>	<u>\$ (790,529)</u>	<u>\$ -</u>	<u>\$ 123,595,193</u>

Total depreciation expense was \$6,270,827 for the year ended June 30, 2010.

Construction in progress consists primarily of costs for the Pump Station Rehabilitation and a separation of storm and sanitary sewers.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

4. LONG-TERM DEBT

Long-term debt at June 30, 2010 consists of the following:

2007 General Obligation Bonds issued by the City on behalf of the WPCA, bearing interest at 4% to 6%	\$ 410,000
2009 General Obligation Bonds issued by the City on behalf of the WPCA, bearing interest at 2% to 5.7%	1,845,000
State of Connecticut Clean Water Fund loans, bearing interest at 2%	<u>47,588,683</u>
	49,843,683
Less current portion	<u>5,334,173</u>
	<u><u>\$ 44,509,510</u></u>

The WPCA does not have the authority to issue debt on its own behalf. All debt issued on behalf of the WPCA is considered debt of the City. The WPCA pays the principal and interest due on its allocable portion of the City's debt.

The annual debt service requirements on the above debt at June 30, 2010 are as follows:

Fiscal Year	Principal	Interest	Total
2011	\$ 5,334,173	\$ 1,027,811	\$ 6,361,984
2012	5,223,810	1,012,250	6,236,060
2013	5,110,577	807,904	5,918,481
2014	4,943,656	705,699	5,649,355
2015	4,916,741	605,593	5,522,334
2016	4,885,958	505,339	5,391,297
2017	3,248,589	417,888	3,666,477
2018	2,988,003	352,848	3,340,851
2019	2,775,886	291,249	3,067,135
2020	2,623,994	235,251	2,859,245
2021	1,090,084	192,175	1,282,259
2022	1,028,667	168,047	1,196,714
2023	1,022,431	142,583	1,165,014
2024	850,168	121,401	971,569
2025	839,615	98,264	937,879
2026	768,989	77,148	846,137
2027	667,671	57,596	725,267
2028	632,184	39,063	671,247
2029	477,749	21,887	499,636
2030	307,493	8,056	315,549
2031	<u>107,245</u>	<u>919</u>	<u>108,164</u>
Total	<u>\$ 49,843,683</u>	<u>\$ 6,888,971</u>	<u>\$ 56,732,654</u>

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

Long-term liability activity for the year ended June 30, 2010 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Bonds and notes payable:					
General obligation bonds	\$ 450,000	\$ 1,845,000	\$ 40,000	\$ 2,255,000	\$ 103,277
Notes payable	<u>49,486,275</u>	<u>3,322,276</u>	<u>5,219,868</u>	<u>47,588,683</u>	<u>5,230,896</u>
Long-Term Liabilities	<u>\$ 49,936,275</u>	<u>\$ 5,167,276</u>	<u>\$ 5,259,868</u>	<u>\$ 49,843,683</u>	<u>\$ 5,334,173</u>

5. INTEREST COST

The total interest cost incurred during the year ended June 30, 2010 was approximately \$1,110,065, of which approximately \$195,230 was capitalized as part of the cost of various capital projects.

6. RISK MANAGEMENT

The WPCA is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The WPCA and the City have implemented a program to account for and finance its uninsured risks of loss. Under this program, the City provides coverage for general liability insurance and employee health insurance and the WPCA finances its own risks for workers' compensation. The WPCA purchases insurance coverage for its other insurable risks. Settled claims have not exceeded commercial coverage in any of the past three years.

The WPCA makes payments to the City for employee health claims based on actuarial estimates. The WPCA does not share in the exposure for the difference between payments to the City and actual claims paid; thus, no claim liability is reported by the WPCA.

For workers' compensation claims, the WPCA makes payments to the City based on actual claims paid by the City relating to WPCA employees. The WPCA recognizes a liability for workers' compensation claims payable and for claims incurred but not reported, based on an actuarial valuation.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

Changes in claims liabilities, primarily workers' compensation, during the past two years are as follows:

Fiscal Year Ended	Claims Payable July 1	Claims and Changes in Estimates	Claims Paid	Claims Payable June 30
2009	\$ 20,157	\$ 12,000	\$ 19,123	\$ 13,034
2010	13,034	12,000	10,423	14,611

7. EMPLOYEE BENEFITS

Employees of the WPCA are entitled to certain benefits through the City. These benefits include health care benefits and pension benefits. Information with respect to these benefits is contained in the City's basic financial statements.

8. COMMITMENTS AND CONTINGENCIES

The WPCA is a defendant in various legal actions principally involving property damage and other miscellaneous claims. Based upon the advice of legal counsel, management believes that the ultimate resolution of these matters will not have a material adverse effect on the financial condition or results of operation of the WPCA.

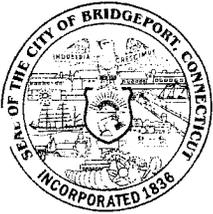
Under various consent decrees issued by the State of Connecticut Department of Environmental Protection (consent decrees), the WPCA is required to bring both of its treatment facilities in compliance with Federal standards and eliminate certain combined storm and sanitary sewers. The estimated cost of these improvements is \$203,000,000. As of June 30, 2010, approximately \$162,000,000 relating to these projects, including capitalized interest, has been incurred and included in property, plant and equipment. Based on current engineering estimates, completion of these projects will be within the next six years. Funding for these improvements is being provided by the State of Connecticut's Clean Water Fund in the form of loans and grants. As of June 30, 2010, the State is committed to providing the WPCA additional funding in the form of loans and grants of approximately \$3,100,000 and \$2,400,000, respectively.

**WATER POLLUTION CONTROL AUTHORITY
OF THE CITY OF BRIDGEPORT, CONNECTICUT**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2010**

9. PRIVATIZATION AGREEMENT

On April 11, 2003, the WPCA entered into a ten-year agreement (the Agreement) with an independent contractor (the Contractor) to provide operations, maintenance and management services to its two wastewater treatment facilities and systems. The WPCA may terminate the Agreement in its sole discretion, for its convenience and without cause at any time commencing on the third year anniversary of the commencement date upon 120 days prior written notice to the Contractor. If the WPCA exercises its convenience termination, the WPCA shall not be liable to the Contractor for any demobilization costs, termination fees or any other costs or expenses except for the portion of the service fee due to the Contractor pursuant to the terms of the agreement through the date of termination, the unamortized capital costs and certain other costs.



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

April 4, 2011

COMM. # 62-10 Referred to Budget & Appropriations Committee
(04/04/2011 OFF THE FLOOR)

Honorable Council members:

In accordance with the City Charter, I am hereby presenting the Mayor's proposed 2011-2012 budget for the City of Bridgeport. The ongoing financial problems affecting the international, national and state economies continue to impact our own city's finances. Despite all the issues we are facing, the budget I am proposing:

- Contains no tax increase
- After reducing the workforce by nearly 200 positions over the past two years, it contains no additional layoffs; and,
- For the third straight budget year, it reduces spending. Spending is reduced in this year's budget by \$1.3 million dollars

Once again, in the 2011-12 budget, we have reduced spending – by \$1.3 million dollars. We have reduced spending by reducing department budgets, reining in police overtime, and by working collaboratively with nearly every labor union in the City to gain concessions, which will save the City millions of dollars this year, and in the years to come.

The budget I am presenting to you reflects, in large part, the budget proposals sent to the Connecticut General Assembly by Governor Dannel Malloy. As the former Mayor of Stamford, Governor Malloy realizes the extreme challenges municipal governments are facing. For that reason, he has presented a budget plan where the City of Bridgeport suffers only a small cut in State of Connecticut funding levels. As Mayor, I am supportive of the Governor's proposed budget and hope it receives legislative approval.

I further stand by Governor Malloy in his efforts to achieve concessions from the men and women who make up the State of Connecticut's various unions. He is attempting, as we have in Bridgeport for the past three years, to work hand-in-hand with unions to gain concessions.

The budget I am presenting to you is based upon the assumption the City Council will give final approval to the contract negotiated between the City and Bridgeport Firefighters Union Local 834. This contract contains major concessions from the firefighters union that were vigorously pursued by my administration. The new contract will result in \$1.3 million in savings for the current year's (2010-11) budget. Those savings will result from: two years of zero-percent pay increases, overtime cost avoidance, a hiring freeze, and a change in healthcare cost sharing payments. The healthcare premium cost share payments over the life of the contract will save the city more than \$1 million dollars.

RECEIVED
CITY CLERK'S OFFICE
2011 APR - 5 A 9: 18
ATTEST
CITY CLERK

During the past year, we have worked very closely with our department heads to ensure we are delivering the best service possible at the lowest possible cost to our taxpayers. The CitiStat program has proven to be an invaluable tool in helping us achieve this goal. It clearly measures departmental productivity, as well as how our employees are meeting the needs, suggestions and complaints of our fellow residents.

Providing excellent municipal service levels while keeping a check on taxes remains one of the cornerstones of my administration. Unfortunately, the short-term outlook for any increased federal or state funding to assist us in achieving this goal remains bleak. In fact, we are struggling to keep present funding levels coming to Bridgeport from both Washington and Hartford. For that reason, my administration has re-doubled its efforts to provide the core services our citizens have every right to expect while remaining mindful of the increasing difficulty many are facing to pay their taxes.

As we have done in prior budgets, we are again including individual department goals. We believe providing this detailed information will assist the City Council and all Bridgeport citizens to fully appreciate the objectives, methods, and service indicators of our various departments. Another cornerstone of my administration has been my desire for transparency in government, doing whatever we can to make government more open, understandable, and accessible to the general public. We are continuing to modernize the appearance of the individual departmental budgets to make them easily understandable and adhere to commonly accepted accounting practices. Our diligence in this area has been recognized by the Government Finance Officers Association of the United States and Canada as they have awarded my administration the Distinguished Budget Presentation Award for a third consecutive year. We will continue to strive for excellence in this area.

We will continue to operate as a lean, well-focused team; manpower remains at 2011 levels.

Highlights of the proposed 2011 – 2012 budget include:

- **A balanced budget.** This achievement comes as a result of our never-ending efforts to cut government spending which has resulted in recurring savings.
- **Reduced spending.** This proposed budget reflects a fourth year of reduced spending, an accomplishment shared by no other city in our state. This year's budget calls for a spending reduction of .03%, or approximately \$1.2 million.
- **Overtime reductions.** I propose the reduction of police overtime of \$2 million dollars. This is made possible, in part, because a new class of police officers will be coming online this year thanks to the federal COPS Program instituted by President Obama.
- **No one-time revenues.** Once again we are presenting you with a budget which contains no gimmicks or reliance upon one-time revenues.
- **Lowered health care costs through collaborative union negotiations.** In recent years, the City's healthcare costs have risen annually by about \$4 million. For fiscal year 2011-2012, we anticipate the increase will dramatically shrink to \$375,000. My administration has successfully negotiated cost-saving healthcare concessions with eight of our 11 unions. Working together with our unions, we have been able to double the amount union members contribute towards their individual healthcare premiums – increasing the amount from 12 percent to 25 percent in just two years. This is a recurring savings which will help the City of Bridgeport save money for many years to come.

- **Debt services reduction.** We have a \$900,000 reduction in debt services. This has been accomplished by our diligent review of ways to minimize our debts. We have also been very frugal as it pertains to bonding, going to the bond market (for short-term borrowing) as little as possible.
- **Tax collection rate increase.** We have also continued to grow our tax collection rates despite the challenging financial environment. My administration anticipates we will have a tax collection rate of 97.3% at the conclusion of the present fiscal year. Our consistently high tax collection rate has allowed the City to retain its positive bond rating.
- **Fund balance increase.** The City of Bridgeport's fund balance also continues to increase. Each year my administration is applying the modest surplus into the fund. We have also adopted a new fund balance policy to help re-build the fund balance by mandating all future one-time revenues be deposited into the fund.
- **Sustainable projects move forward.** The city's BGreen 2020 plan is moving forward on many fronts: municipal consolidation efforts continue – Probate and Vital statistics office construction continues, environmental health and building code have moved into their new offices in first floor of City Hall Annex; solar leasing program will move forward; City is expanding its Energy Improvement district, which will include lower utility rates for businesses and homeowners; building out Library energy improvements; developing a green energy park at Seaside landfill; and selecting a developer for City Hall/Annex sale/leaseback proposal.
In addition, the city will expand its recycling efforts by adopting single stream recycling by Fall 2011, which will represent a significant cost savings once the entire city is online.
- **Comprehensive capital improvement program.** Last year, I presented a comprehensive capital improvement. This plan is targeted at neighborhood revitalization projects that will have a substantial impact on our City's neighborhoods. All of these projects will begin in the Spring/Summer of 2011. Some of the highlights of the plan include:
 - Creating more access to the waterfront throughout the City including, the reopening of Pleasure Beach, and a new riverfront park on Knowlton Street
 - Improving Parks and Green spaces
 - Creating a more Sustainable and walkable City (Bike Paths/walking lanes connecting downtown to the South End and Black Rock including Seaside Park and St. Mary's by the Sea; Streetscape improvements in the Hollow, South End)
 - Citywide Paving Program (Comprehensive paving program throughout all city neighborhoods from the North End to Downtown)
 - Anti Blight (Demolition of an additional 25 condemned properties, as well as the continued aggressive targeting of blighted properties throughout the City)
 - Downtown Improvements (Beautification and infrastructure improvements throughout downtown including paving, planting, signage and sidewalks)
 - Citywide Beautification and Quality of Life Improvements (renovation of public pavilions and fountains, a new soccer field, new multipurpose field at Longfellow School, Citywide streetlight improvements, additional street sweeping and distribution of trash receptacles)
 - Conduct new Parks Master Plan

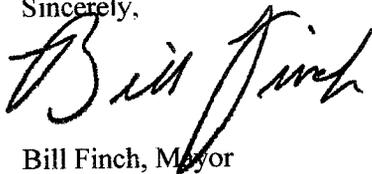
- **Increasing green spaces.** Our Parks Master Plan will move forward in the coming months, as the firm chosen to develop the plan meets with constituents and stakeholders to formulate the plan which will guide our Parks planning for the next 20 years.
- **Safe Asleep Program nears 30,000 installations.** The Fire Department, together with RYASAP and AmeriCorps continues to lead the nation in smoke detector installations through the City's Safe Asleep Program. Funding is secure through Sept. 2011; grants are being pursued to continue this extremely public safety initiative.
- **Public Safety Initiatives and Anti-Crime Efforts.** A nationwide search culminated in the appointment of Joseph L. Gaudett Jr. as permanent Chief of Police. During his tenure as Acting Chief, Gaudett significantly reduced the police overtime budget. Chief Gaudett also has formulated a number of initiatives to increase public safety including, a new manpower allocation plan which will put police officers and command staff where they are most needed; expansion of the "Take Back Our Neighborhood" program, including increasing the number of Neighborhood Watch groups in the city and, finding sponsors for a second round of a gun buyback program.
- **Promote diversity at all levels and support minority business enterprise.** In 2010, prime contractors in the City were awarded \$17,720,851 for physical development projects and of that amount \$2,277,123 or 12.85% of these contracts were awarded to minority or women-owned businesses. In 2010, of the subcontracts that were awarded, \$4,621,075 or 74.19% was awarded to minority or women-owned businesses. Through aggressive monitoring efforts, the City of Bridgeport has placed five companies under review for violating the Minority Business Enterprise Ordinance; of those five, two companies (Connecticut Masons and Waterbury Masonry) have already been fined. Additionally, as a result of the City's prevailing wage investigation, Seakco Construction has paid more than \$47,000 in restitution to project employees for violating the Prevailing Wage Laws and is at risk of being debarred for their actions.

My administration and I are committed to making Bridgeport the cleanest, greenest, safest, most affordable city, with schools and neighborhoods that improve each year. In light of this, I am proposing a fiscally responsible budget that reflects regulatory requirements, core operations, and those services essential to meeting the goals of my administration. A thorough examination of the existing programs and services the city provides has allowed us to evaluate those priorities that matter most to the health and well being of Bridgeport's residents. Core operations such as Police & Fire Services, Education Funding, and Public Health & Sanitation will always receive first priority in budgeting decisions because maintaining and securing the health & safety of our residents is central to the prosperity of our city.

We have once again ranked our priorities in order to make rational decisions about what services we provide and what services are necessary to ensure that Bridgeport remains a vibrant and diverse community. In lean years, we work to fund mandated & core operations first, then fund departments and services essential to core operations. Services that contribute to quality of life are considered, and finally

non-essential services are reviewed. To clarify what departments fall where, we have produced Table I (on the next page). Funding priority is weighted heavily towards the left side of this chart, order is alphabetical. Total personnel for each department appear in parentheses within each section.

Sincerely,

A handwritten signature in black ink that reads "Bill Finch". The signature is written in a cursive style with a large, prominent initial "B".

Bill Finch, Mayor

41-10 Consent Calendar

Agreement with International Association of Firefighters AFL-CIO, Local 834 regarding the Firefighters Collective bargaining unit agreement for the period of July 1, 2009 thru June 30, 2014.

**Report
of
Committee
on
Contracts**

Submitted: April 4, 2011

Adopted: _____

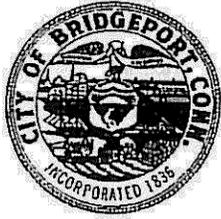
Attest: _____



City Clerk

Approved: _____

Mayor



City of Bridgeport, Connecticut

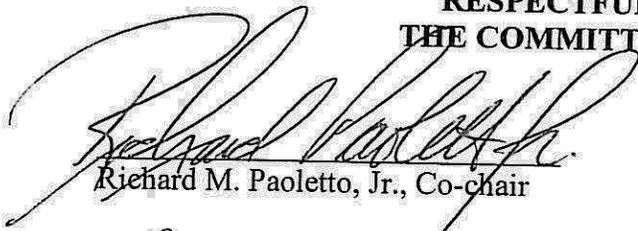
To the City Council of the City of Bridgeport.

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

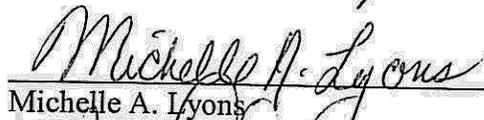
***41-10 Consent Calendar**

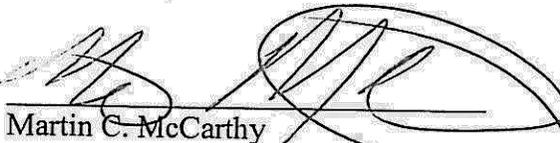
RESOLVED, That the attached collective bargaining agreement between the City of Bridgeport and International Association of Firefighters AFL-CIO, Local 834, for the period of July 1, 2009 thru June 30, 2014, be and it hereby is, in all respects, approved, ratified and confirmed.

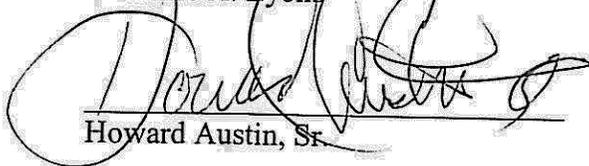
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**


Richard M. Paoletto, Jr., Co-chair

Carlos Silva, Co-chair


Michelle A. Lyons


Martin C. McCarthy


Howard Austin, Sr.


Robert P. Curwen, Sr.


James Holloway

HEM 41-10

EXECUTIVE SUMMARY
(MARCH 29, 2011)

CITY OF BRIDGEPORT AND FIRE UNION, LOCAL 834

ISSUE

TERMS

Duration 5 years 7/1/09 to 6/30/14

7/1/09 to 6/30/14

WAGES

7/1/09	0%
7/1/10	0%
4/1/11	2.5%
7/1/11	0%
1/1/12	3.0%
7/1/12	2.5%
1/1/13	3.0%
1/1/14	3.0%

ATTEST
CITY CLERK

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OVERTIME*

Effective 4/1/11 through 6/30/11 all overtime will be paid at straight time for all ranks. Back to time and a half 7/1/11

Ancillary personnel to work line overtime - see attached.

NIGHT DIFFERENTIAL

4/1/11	\$1.40 HR
7/1/11	\$1.55 HR
1/1/12	\$1.70 HR

LABOR RELATIONS OFFICE

MANPOWER*

PCS
PCS
PCS
PCS
PCS
PCS
PCS

Max - sunset 6/30/2014

7/1/09 12% (500) / SAME RETIREES
7/1/10 12% (500) / SAME RETIREES

PENSION PLAN

4/1/11 25% (2,000) / SAME RETIREES
1/1/11 NEW HIRES ONLY 25% + 1% P/Y TO
50% MAX

ASAP MERF (CURRENT AND FUTURE
MEMBERS) MUNICIPAL EMPLOYEES
RETIREMENT FUND

TAKE HOME CARS

Fire Chief's discretion

GRIEVANCE COMMITTEE

Union Members ONLY

LONGEVITY

New Hires 10 years

VACATION

New Hires 4 weeks maximum

***23-10 Consent Calendar**

Refund of Excess Payments.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: April 04, 2011

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***23-10 Consent Calendar**

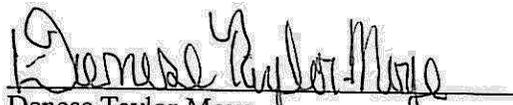
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

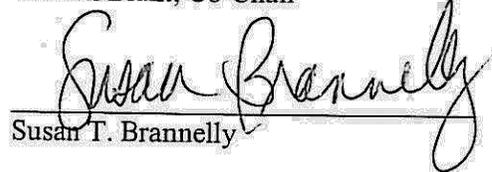
<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
Manafort Brothers Inc. C/O Robert J. King 414 New Britain Avenue Plainville, CT 06062	12-129	\$18,225.71

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS


Amy Marie Vizzo-Paniccia, Co-Chair

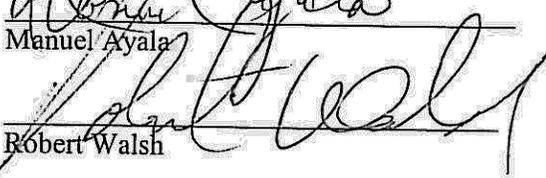
Warren Blunt, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly


Manuel Ayala

Carlos Silva


Robert Walsh

Thomas McCarthy, President
(Added to Make Quorum)

***52-10 Consent Calendar**

Suit Settlement with Sherry Johnson.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: April 4, 2011

Adopted: 

Attest: _____
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***52-10 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
Sherry Johnson	Joseph Delucia, Esq Delucia & Levine 1875 Park Avenue Bridgeport, CT 06604	Automobile Collision	\$130,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters
*52-10 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

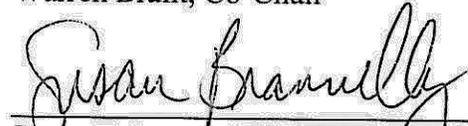


Amy Marie Vizzo-Pariccio, Co-Chair

Warren Blunt, Co-Chair



Denese Taylor-Moye



Susan T. Brannelly



Manuel Ayala

Carlos Silva



Robert Walsh

Thomas McCarthy, President
(Added to Make Quorum)



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***17-10 Consent Calendar (LAID OVER UNDER THE RULES 4/4/2011)**

NEW RULE XIII EXPENDITURE OF CITY FUNDS

Be it Resolved, that the Rules of the City Council of the City of Bridgeport be and hereby are amended to include the following new rule XIII.

15. All references to any committee by any City agency, board, commission and/or employee must include an executive summary that sets forth the following data: (a) title of submission, (b) submitting entity, (c) contact person and information, (d) deadline for approval and basis for same, (e) substantive summary of matter, (f) city council action requested, (g) financial impact analysis – to include best reasonable estimates as to all expenditure and revenue effects of the reference if approved as requested, (h) departmental budget line-item to which direct expenditures (including grant matching funds) are anticipated to be charged and (i) draft proposed motion(s) for city council adoption. Copies of all executive summaries shall be distributed to each councilperson electronically and by hardcopy when the matter is referred by the full city council to committee for review.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS**

AmyMarie Vizzo-Paniccia, Co-Chair

Warren Blunt, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Manuel Ayala

Carlos Silva

Robert Walsh

Thomas McCarthy, President
(Added to Make Quorum)

Council Date: April 4, 2011 (LAID OVER UNDER THE RULES)