

# AGENDA

## CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 7, 2010

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

- 112-09** Public Hearing regarding the Proposed Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a Corporate Headquarter Operations.

### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: July 6, 2010

### **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 131-09** Communication from Central Grants and Community Development re Grant Submission: Contract with WorkPlace, Inc for Pathways out of Poverty Grant, referred to Economic and Community Development and Environment Committee.
- 132-09** Communication from Central Grants and Community Development re Grant Submission: FY2010-2012 State Department of Social Services for an Elderly Health Screening Grant, referred to Economic and Community Development and Environment Committee.
- 133-09** Communication from Central Grants and Community Development re Grant Submission: State Department of Public Health for Regional Public Health Preparedness Advisor Grant, referred to Economic and Community Development and Environment Committee.
- 134-09** Communication from City Attorney re Twenty day notice to Settle Litigation pursuant to Municipal Code Section 2.10.130: Travis Rodriguez, **ACCEPTED AND MADE PART OF THE RECORD.**
- 135-09** Communication from City Attorney re Proposed Settlement of Pending Litigation with William Voight, referred to Miscellaneous Matters Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 136-09** Communication from Central Grants and Community Development re Grant Submission: Housing and Urban Development for An Earmark for Family Services of Woodfield (FSW) – Foreclosure Prevention Services, referred to Economic and Community Development and Environment Committee.
- 137-09** Communication from Airport Manager re Proposed Agreement with the State for Re-evaluation of Environmental Impact Statement Installation of Enhanced Taxiway Markings at Sikorsky Memorial Airport File No. AERO File No. 5800-1644, State Project No. DOT00150349CN, referred to Contracts Committee.
- 138-09** Communication from Labor Relations and Benefits Administration re Proposed Agreement with Universal Benefits Corporation to provide Medicare medical claims administrative services to covered retirees of the City and Board of Education for the period July 1, 2010 thru June 30, 2011, referred to Contracts Committee.
- 139-09** Communication from Central Grants and Community Development re Grant Submission: State Department of Environmental Protection (DEP) - America the Beautiful Grant Program, referred to Economic and Community Development and Environment Committee.
- 140-09** Communication from Central Grants and Community Development re Grant Submission: HUD/DOT/EPA Sustainable Communities Regional Planning Grant Program – Sustainable Communities Initiative Application, referred to Economic and Community Development and Environment Committee.
- 141-09** Communication from Central Grants and Community Development re Grant Submission: DOT TIGER II Planning/HUD Community Challenge Grant Program to fund planning activities along the Seaview Avenue transitway, referred to Economic and Community Development and Environment Committee.
- 142-09** Communication from Central Grants and Community Development re Grant Submission: TIGER II Infrastructure Surface Transportation Grant to fund the Steel Pointe Harbor Roadway Improvements Project, referred to Public Safety and Transportation Committee.

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

- \*128-09 Budget and Appropriations Committee Report re Modification of the state section of FY 2010-2014 Capital Plan to utilize LoCIP entitlement funds for roadway paving and City Beautification/Improvement projects including rehabilitation caused by recent storm damage (\$5,804,000).
- \* 44-09 Economic and Community Development and Environment Committee Report re Disposition of City Owned Property by Auction, Sale to Abutter or Bridgeport Housing Authority.
- \* 46-09 Economic and Community Development and Environment Committee Report re Disposition of City Owned Property 751 Kossuth Street to The Boys and Girls Clubs of Bridgeport, Inc. (BGC).
- \*121-09 Miscellaneous Matters Committee Report re Reappointment of Jose Tiago (D) to the Planning and Zoning Commission.
- \*122-09 Miscellaneous Matters Committee Report re Appointment of Bruce Gallo (D) to the Energy Improvement District Board.
- \*123-09 Miscellaneous Matters Committee Report re Appointment of Adrienne Houel (R) to the Energy Improvement District Board.
- \*124-09 Miscellaneous Matters Committee Report re Appointment of Jack E. McGregor (R) to the Energy Improvement District Board.
- \*125-09 Miscellaneous Matters Committee Report re Appointment of Joseph Giaquinto (D) to the Ethics Commission.
- \*126-09 Miscellaneous Matters Committee Report re Appointment of Walter Faherty (D) as an Alternate to the Zoning Board of Appeals.

**MATTERS TO BE ACTED UPON:**

- 103-09 Miscellaneous Matters Committee Report re Resolution requiring City Department and Staff Directory be made available in document form, **DENIED.**

**MATTERS TO BE ACTED UPON CONTINUED:**

- 113-09** Miscellaneous Matters Committee Report re Refund of Excess Payments.
- 114-09** Miscellaneous Matters Committee Report re Refund of Excess Payments.
- 127-09** Miscellaneous Matters Committee Report re Refund of Excess Payments.
- 119-09** Contracts Committee Report re (Ref. #94-07) First Amendment to Agreement with the State of Connecticut for Airport Improvement Projects at Sikorsky Memorial Airport, State File No. AERO 5800-1569.
- 129-09** Contracts Committee Report re Lease and Option to Purchase Agreement with Four Kids Enterprise, LLC for property located at 485 Howard Avenue to be used by the Police Department.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, SEPTEMBER 7, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

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Larry D. Robinson  
Community Independent Living  
Advocate & Peer Monitor Specialist  
566 Wood Avenue  
Bridgeport, CT 06604

Update: Recreation of the  
Commission for People with  
Disabilities

Cecil C. Young  
99 Carroll Avenue  
Bridgeport, CT 06607

Unethical tactics and update  
on the P.T. Barnum Apartments  
sewage condition

**CITY COUNCIL  
PUBLIC SPEAKING SESSION  
TUESDAY, SEPTEMBER 7, 2010  
6:30 pm**

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Taylor-Moye, T. McCarthy, Austin, Vizzo-Paniccia, Bonney, M. Ayala, Martinez, Paoletto, Baker, Holloway

**ABSENT:** Council members: A. Ayala, Brantley, Walsh, Lyons, Blum, Para, Silva, Curwen

Council President McCarthy called the public speaking session to order at 6:50 pm.

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

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, SEPTEMBER 7, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Larry D. Robinson Community Independent Living Advocate & Peer Monitor Specialist 566 Wood Avenue Bridgeport, CT 06604	Update: Recreation of the Commission for People with Disabilities

Mr. Robinson stated that he was there on behalf of the Commissioner for People with Disabilities. He thanked Mayor Finch, the city council and Council President McCarthy for their diligence and hard work through the process. He said he was there to give an update on the progress they've made in ten months and four days, noting that much has taken place with numerous people involved. He expressed that some great things have been accomplished and a lot was going in to help people with disabilities. And he recognized that the city officials do have their welfare at heart and he was very grateful. He said he wanted to reach out to others to give them a better understanding of what the commission is trying to accomplish.

Council President McCarthy commented that the city council appreciated all the work he was doing in the community and the City of Bridgeport.

RECEIVED  
CITY CLERK'S OFFICE  
2010 SEP 10 PM 1:37  
ATTEST  
CITY CLERK

Cecil C. Young  
99 Carroll Avenue  
Bridgeport, CT 06607

Unethical tactics and update  
on the P.T. Barnum Apartments  
sewage condition

Mr. Young began by saying that this was the last time he would be before the council in a while, because he would be going into the hospital to have surgery for a back problem. He went on to speak about not being offered an apology due to the previous incident nor did anyone ask if he was all right. He said he has not received a response about what happened to him as of July 14. He said he has been in front of the police commissioners to speak, but he was denied and told the matter would be investigated. He also mentioned the sewage problem in P.T. Barnum and emphasized that he offered a solution to the problem regarding putting a fence up.

The public hearing session ended at 7:00 pm.

**CITY COUNCIL MEETING**

**Tuesday, September 7, 2010**

**7:00 pm.**

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

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

**ABSENT:** Council members: A. Ayala, Lyons, Blunt, Silva, Curwen

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

The Mayor thanked everyone that participated Friday evening for the night march. He expressed that one of the largest groups that participated was Victory Outreach.

Prayer Patrick Kaplan offered the prayer.

Pledge of Allegiance Council member Walsh led the pledge.

Moment of Silence Council member Brantley asked to observe a moment of silence for three women that have dedicated their time and service to the foster care system: *Renee Powell, Joanne Walton and Beatrice Hudson.*

Council President McCarthy announced that the following council members were absent: Council member Lyons had surgery; Council member Curwen absent due to a personal issue and Council member Silva absent due to a personal issue.

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

**112-09** Public Hearing regarding the Proposed Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a Corporate Headquarter Operations. - ***see separate minutes attached.***

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: July 6, 2010

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

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER THE COMMUNICATIONS TO COMMITTEES**  
**\*\* COUNCIL MEMBER A. AYALA SECONDED**

- 131-09** Communication from Central Grants and Community Development re Grant Submission: Contract with WorkPlace, Inc for Pathways out of Poverty Grant, referred to Economic and Community Development and Environment Committee.
- 132-09** Communication from Central Grants and Community Development re Grant Submission: FY2010-2012 State Department of Social Services for an Elderly Health Screening Grant, referred to Economic and Community Development and Environment Committee.
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- 142-09      Communication from Central Grants and Community Development re Grant Submission: TIGER II Infrastructure Surface Transportation Grant to fund the Steel Pointe Harbor Roadway Improvements Project, referred to Public Safety and Transportation Committee.

\*\*            **MOTION PASSED UNANIMOUSLY**

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

Mayor Finch asked if there were any items to be removed.

Council member Vizzo-Paniccia requested to remove item \* 46-09      **Economic and Community Development and Environment Committee Report re Disposition of City Owned Property 751 Kossuth Street to The Boys and Girls Clubs of Bridgeport, Inc. (BGC).**

The city clerk read the remaining items into the record.

\*\*            **COUNCIL MEMBER HOLLOWAY MOVED TO APPROVE**

\*\*            **COUNCIL MEMBER M. McCARTHY SECONDED**

- \*128-09      Budget and Appropriations Committee Report re Modification of the state section of FY 2010-2014 Capital Plan to utilize LoCIP entitlement funds for roadway paving and City Beautification/Improvement projects including rehabilitation caused by recent storm damage (\$5,804,000).
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- \* 46-09      Economic and Community Development and Environment Committee Report re Disposition of City Owned Property 751 Kossuth Street to The Boys and Girls Clubs of Bridgeport, Inc. (BGC). - *removed*

- \*121-09      Miscellaneous Matters Committee Report re Reappointment of Jose Tiago (D) to the Planning and Zoning Commission.
- \*122-09      Miscellaneous Matters Committee Report re Appointment of Bruce Gallo (D) to the Energy Improvement District Board.
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- \*126-09      Miscellaneous Matters Committee Report re Appointment of Walter Faherty (D) as an Alternate to the Zoning Board of Appeals.
- \*\*            **MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON:**

- 103-09      Miscellaneous Matters Committee Report re Resolution requiring City Department and Staff Directory be made available in document form, **DENIED.**

\*\*            **COUNCIL MEMBER HOLLOWAY MOVED TO ACCEPT THE DENIAL**  
 \*\*            **COUNCIL MEMBER AUSTIN SECONDED**  
 \*\*            **MOTION PASSED UNANIMOUSLY**

- 113-09      Miscellaneous Matters Committee Report re Refund of Excess Payments.
- 114-09      Miscellaneous Matters Committee Report re Refund of Excess Payments.
- 127-09      Miscellaneous Matters Committee Report re Refund of Excess Payments.

\*\*            **COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ACCEPT**  
 \*\*            **COUNCIL MEMBER HOLLOWAY SECONDED**

Council member Walsh stated that he voted against these items in committee, because the total of refunds amounted to \$103k. He recalled that the Tax Collector relayed that these assessments were denied in court based on the assessment by the prior Tax Assessor. He said if the matter was that obvious to be dismissed in court, then he wondered how many more of these there might be.

Mayor Finch asked Attorney Liskov to reply to the questions. Attorney Liskov stated that these items involved a clerical mistake. The cases were settled in court and negotiated

with the city to refund the taxes. The previous Tax Assessor taxed the same amount but the refunds did not come out of the city coffer. He clarified that these entities shouldn't have been taxed and essentially there was no tax refund to anyone.

**\*\* MOTION PASSED WITH THIRTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS TAYLOR-MOYE and WALSH)**

**119-09** Contracts Committee Report re (Ref. #94-07) First Amendment to Agreement with the State of Connecticut for Airport Improvement Projects at Sikorsky Memorial Airport, State File No. AERO 5800-1569.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

**\*\* MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER HOLLOWAY)**

**129-09** Contracts Committee Report re Lease and Option to Purchase Agreement with Four Kids Enterprise, LLC for property located at 485 Howard Avenue to be used by the Police Department.

Council member Paoletto stated that as co-chair of the committee, he deferred to Council member Holloway.

**\*\* COUNCIL MEMBER HOLLOWAY MADE A MOTION TO TABLE THE ITEM AND REFER IT BACK TO COMMITTEE DUE TO UNANSWERED QUESTIONS TO BE CLARIFIED**

**\*\* COUNCIL MEMBER M. McCARTHY SECONDED**

Council member Walsh requested to add an amendment that they table the item until three competitive bids were received and presented to the committee. Council member Holloway acknowledged that he didn't have a problem with the request.

Council President McCarthy suggested that the amendment be discussed during committee when the item is referred back.

**\*\* MOTION PASSED UNANIMOUSLY**

The agenda returned to item \* **46-09** Economic and Community Development and Environment Committee Report re Disposition of City Owned Property 751 Kossuth Street to The Boys and Girls Clubs of Bridgeport, Inc. (BGC).

Council member Vizzo-Paniccia stated that this item was brought forward for a public hearing and opposed by her, due to certain unresolved situations and the existing legal issue involving the Madison Avenue site. One of the issues is the matter of the tax role. She explained that the entity being a non-profit, she felt it should be put on the tax role.

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**

**\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

Council member Holloway said he visited the property and he understands the issue, with a house to the left and a house to the right; he noted that usually the city will offer the property to the abutter. However, he was still in favor of the item.

**\*\* MOTION PASSED WITH THIRTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS BONNEY and VIZZO-PANICCIA)**

**ADJOURNMENT**

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

The meeting adjourned at 7:35 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

**CITY COUNCIL  
PUBLIC HEARING SESSION  
TUESDAY, SEPTEMBER 7, 2010  
7:00 pm**

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

ABSENT: Council members: Lyons, Blunt, Silva, Curwen

**112-09** Public Hearing regarding the Proposed Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a Corporate Headquarter Operations.

Mayor Finch asked if there was anyone to speak on behalf of this item.

John Ricci, Airport Commissioner approached the city council. He stated that they had the ability to lease the building to use as a Corporate Headquarter Operations. The Airport Commission approved the proposal and they will receive \$350k for the building. It's a four year lease and the best part is that the building will be occupied by a tenant to establish Corporate Headquarters at the airport.

Mayor Finch asked if there was anyone to speak in favor of the item.  
Mayor Finch asked if there was anyone to speak against the item.  
Hearing none, the public hearing was closed.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

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

A Public Hearing will be held before the City Council of Bridgeport at regular meeting to be held on Tuesday evening, September 7, 2010 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to Proposed Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a corporate headquarter operations.

Attest:

Fleeta C. Hudson  
City Clerk

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AD ENDS ABOVE LINE

**2 Editions, Connecticut Post:**

**PLEASE PUBLISH ON Friday, August 27, 2010 and Friday, September 3, 2010**

**Requires Certification**

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com  
P.O.: 245  
Account #: 11000218-00

Dated: August 17, 2010

**Sent By:**

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

**Cc:** City Council Members  
Mayor Bill Finch  
A. Nunn, CAO  
A. Wood, Chief of Staff  
M. Anastasi, City Attorney  
J. Ricci, Airport Manager  
L. Trachtenburg, Associate City Attorney



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

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

COMM#131-09 Referred to ECD&E Committee on 9/7/2010

August 11, 2010

To: Fleeta Hudson  
From: Renu Gupta  
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott  
Re: Pathways Out of Poverty

The Department of Health and Social Services seeks authorization for Mayor Finch to enter into contract with WorkPlace, Inc for Pathways out of Poverty Grant and to sign all related documents, contracts and resolutions.

The grant will train and promote green jobs in Bridgeport. BSS will provide case management, career advisement, support services, referral, occupational skills training, customer services training etc.

Please feel free to call me at 576-7732 with any questions.

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 13 2 11:15  
ATTEST  
CITY CLERK



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

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PROJECT TITLE: Pathways Out of Poverty

RENEWAL  NEW

DEPARTMENT SUBMITTING INFORMATION: Social Services

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

**PROJECT SUMMARY/DESCRIPTION:**

The grant will train and promote green jobs in Bridgeport. BSS will provide case management, career advisement, support services, referral, occupational skills training, customer services training etc.

**CONTRACT DATES:**

March, 2010 – Dec, 2011

**PROGRAM GOALS AND OBJECTIVES**

The goal of the Program is to improve the quality of life, social equity and economic competitiveness of the city's residents

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**IF APPLICABLE**

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

Federal:  
State:  
City:  
Other: \$185,000 (1.5 yrs)

(Subcontract from WorkPlace, Inc)

**FUNDS REQUESTED**

Salaries/Benefits: \$185,000

Office/Medical Supplies: \$

Refreshments: \$

Mileage: \$

Subcontracts: Yes  No

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

**WHEREAS**, the WorkPlace, Inc is authorized to extend financial assistance to municipalities in the form of grants and subcontracts; and,

**WHEREAS**, this funding has been made possible through a subcontract for Pathways out of Poverty and,

**WHEREAS**, funds under this grant will be used to provide case management, career advisement, support services, referral, occupational skills training, customer services training etc,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the WorkPlace, Inc in an amount not to exceed \$185,000 for the purpose of providing case management, career advisement, support services, occupational skills training, customer services training ; and

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

That it is cognizant of the City's grant application and contract to the WorkPlace, Inc to provide case management, career advisement, support services, referral, occupational skills training, customer services training etc and

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the WorkPlace, Inc for a Pathways out of Poverty and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

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

COMM#132-09 Referred to ECD&E Committee on 9/7/2010

August 12, 2010

To: Fleeta Hudson  
From: Renu Gupta  
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott  
Re: 2010 – 2012 Elderly Health Screening Grant

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 13 A 11:15  
ATTEST  
CITY CLERK

The Department of Health and Social Services seeks authorization for Mayor Finch to enter into contract with State Department of Social Services for an Elderly Health Screening Grant and to sign all related documents, contracts and resolutions.

The grant, in the amount of \$88,810 for two years provides health services including health education, assessments, early detection and follow-up services to Bridgeport senior citizens at various senior centers and housing sites. The program has been in operation since 1973. Through a contractual agreement with Bridgeport Hospital, a full time registered nurse staffs the program. Bridgeport Hospital pays the majority of the salary and fringe benefits for the RN which allows the City to operate the program full time.

Please feel free to call me at 576-7732 with any questions.



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

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PROJECT TITLE : Elderly Health Screening Grant

RENEWAL  X  NEW

DEPARTMENT SUBMITTING INFORMATION: Health Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

**PROJECT SUMMARY/DESCRIPTION:**

The Elderly Health Screening Program, funded through the State Department of Social Services, provides health services including health education, assessments, early detection and follow-up services to Bridgeport senior citizens at various senior centers and housing sites. The program has been in operation since 1973. Through a contractual agreement with Bridgeport Hospital, a full time registered nurse staffs the program. Bridgeport Hospital pays the majority of the salary and fringe benefits for the RN which allows the City to operate the program full time.

**CONTRACT DATES:**

July 1, 2010 – June 30, 2012

**PROGRAM GOALS AND OBJECTIVES**

The goal of the Bridgeport Elderly Health Screening Program is to improve and monitor the quality of health of 450 Bridgeport seniors, ages 60 and over, through education, prevention and early detection. At least 450 seniors will be served each year either at their senior center or housing complex or at community health fairs.

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**IF APPLICABLE**

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

Federal:  
State: \$88,810 (2 yrs)  
City:  
Other:

**FUNDS REQUESTED**

Salaries/Benefits:  
Office/Medical Supplies: \$ 2,810  
Refreshments: \$1,000  
Mileage: \$1,000  
Subcontracts: Yes  X  No    
If yes, supply listing and dollar amount (please attach)

\$84,000 per year is sub-contracted to Bridgeport Hospital to pay partial salary and fringe benefits for the registered nurse.

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

**WHEREAS**, this funding has been made possible through a grant for Elderly Health Screening and,

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

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Social Services in an amount not to exceed \$88,810 for the purpose of providing elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over; and

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

That it is cognizant of the City's grant application and contract to the State Department of Social Services to provide elderly health screening, testing and education for Bridgeport senior citizens, ages 60 and over and

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Social Services for an Elderly Health Screening Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

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

COMM#133-09 Referred to ECD&E Committee on 9/7/2010

August 11, 2010

To: Fleeta Hudson  
From: Renu Gupta  
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott  
Re: Regional Public Health Preparedness Advisors

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 13 A 11:15  
ATTEST  
CITY CLERK

The Department of Health and Social Services seeks authorization for Mayor Finch to enter into contract with State of Connecticut- Department of Public Health for Regional Public Health Preparedness Advisors Grant and to sign all related documents, contracts and resolutions.

The grant will assist local health departments and districts in region 1 in completing exercises and performance assessment tools to enhance regional public health response to emergencies.

Please feel free to call me at 576-7732 with any questions.



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

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PROJECT TITLE: Regional Public Health Preparedness Advisors

RENEWAL  NEW

DEPARTMENT SUBMITTING INFORMATION: Health Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

**PROJECT SUMMARY/DESCRIPTION:**

The grant will assist local health departments and districts in region 1 in completing exercises and performance assessment tools to enhance regional public health response to emergencies.

**CONTRACT DATES:**

August, 2010 – August, 2013

**PROGRAM GOALS AND OBJECTIVES**

The goal of the Program is to prepare to respond to public health emergencies

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**IF APPLICABLE**

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

Federal:  
State: \$125,000 /yr for 3 yrs  
City:  
Other:

**FUNDS REQUESTED**

Salaries/Benefits: \$52,090  
Office/Medical Supplies: \$7,910  
Refreshments: \$  
Mileage: \$  
Subcontracts: Yes  No   
If yes, supply listing and dollar amount (please attach) - \$65,000  
Connecticut Association of Director of Health

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

**WHEREAS**, this funding has been made possible through a grant for Regional Public Health Preparedness Advisors and,

**WHEREAS**, funds under this grant will be used to assist local health departments and districts in region 1 in completing exercises and performance assessment tools to enhance regional public health response to emergencies.

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut- Department of Public Health in an amount not to exceed \$125,000 per year to assist local health departments and districts in region 1 in completing exercises and performance assessment tools to enhance regional public health response to emergencies; and

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

That it is cognizant of the City's grant application and contract to the State of Connecticut- Department of Public Health to assist local health departments and districts in region 1 in completing exercises and performance assessment tools to enhance regional public health response to emergencies and

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State of Connecticut- Department of Public Health for a Regional Public Health Preparedness Advisors out of Poverty and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

COMM# 134-09 ACCEPTED AND MADE PART OF THE RECORD 9/7/2010

August 13, 2010

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

Re: **SETTLEMENT OF CLAIM**  
**TRAVIS RODRIGUEZ v. CITY OF BRIDGEPORT**

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 17 P 1:00  
ATTEST  
CITY CLERK

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 George H. Romania, Trustee for Travis Rodriguez. The action was brought due to personal injuries sustained by Mr. Rodriguez on February 8, 2007, in Bridgeport, Connecticut.

Pursuant to the City Council's 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, Terri Green, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time-period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi  
City Attorney

MTA/tg

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSISTANT CITY ATTORNEYS  
Christine Donahue Brown  
Salvatore C. DePiano  
R. Christopher Meyer  
Eroll V. Skyers



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Facsimile (203) 576- 8252

COMM#135-09 Referred to Miscellaneous Matters Committee on  
9/7/2010

August 13, 2010

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

**Re: William Voight v. City of Bridgeport**

Dear Honorable City Council Members:

I hereby recommend that the following be accepted and approved by you in settlement for the above referenced lawsuits.

**WHEREAS**, lawsuits in the following names were filed against the City of Bridgeport and/or its employees, and investigation discloses the likelihood on the part of the City for which, in the event of suits and trials, the City might be held liable, and

**WHEREAS**, negotiations with the Plaintiffs' attorneys have made it possible to settle these suits for the figures set forth below, and the City Attorney, therefore, recommends the following settlements 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>
William Voight	Thomas G. Ganim, Esq. 4666 Main Street Bridgeport, CT 06606	Slip & Fall	\$40,000.00

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 23 P 12:25  
ATTEST  
CITY CLERK

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

Very truly yours,



Mark T. Anastasi  
City Attorney

MTA/tg

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



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

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

BILL FINCH  
Mayor

ANDREW J. NUNN  
CAO

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

COMM#136-09 Referred to ECD&E Committee on 9/7/2010

August 18, 2010

To: Fleeta Hudson  
From: Renu Gupta  
CC: Andrew Nunn, Adam Wood, Alanna Kabel, Kelly McDermott  
Re: Earmark -FSW

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 23 P 12:26  
ATTEST  
CITY CLERK

Central Grants seeks authorization for Mayor Finch to enter into contract with Housing and Urban Development (HUD ) for an Earmark for FSW and to sign all related documents, contracts and resolutions.

The earmark grant, in the amount of \$475,000 for 18 months will initiate a pilot program by Family Services Woodsfield (FSW) to support residents that may be at risk of losing their homes due to financial impact of recession, unemployment and sub-prime mortgage. The proposed model will expand the highly successful Bridge Fund concept to provide outreach, advocacy, education, financial assistance and linkage with support services to stabilize families and decrease the negative social and market impact of the mortgage crisis. The project will improve the distressed and blighted areas and neighborhoods and will ultimately revitalize the community.

Please feel free to call me at 576-7732 with any questions.



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

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PROJECT TITLE : Earmark FSW-Foreclosure Prevention Services

RENEWAL \_\_\_ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants for FSW

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

**PROJECT SUMMARY/DESCRIPTION:**

The earmark grant, in the amount of \$475,000 for 18 months will initiate a pilot program by Family Services Woodsfield (FSW) to support residents that may be at risk of losing their homes due to financial impact of recession, unemployment and sub-prime mortgage. The proposed model will expand the highly successful Bridge Fund concept to provide outreach, advocacy, education, financial assistance and linkage with support services to stabilize families and decrease the negative social and market impact of the mortgage crisis. The project will improve the distressed and blighted areas and neighborhoods and will ultimately revitalize the community.

**CONTRACT DATES:**

October 1, 2010 – March 30, 2012

**PROGRAM GOALS AND OBJECTIVES**

The goal of the pilot is to prevent foreclosure in Bridgeport

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**IF APPLICABLE**

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

Federal: \$475,000  
State:  
City:  
Other:

**FUNDS REQUESTED**

Salaries/Benefits:  
Office/Medical Supplies:  
Refreshments:  
Mileage:  
Subcontracts: Yes \_\_\_ No \_\_\_  
If yes, supply listing and dollar amount (please attach)

Comment: \$475,000 will be allocated to FSW

**WHEREAS**, the Housing & Urban Development is authorized to extend financial assistance to municipalities in the form of earmarks and grants; and,

**WHEREAS**, this funding has been made possible through a grant for special earmark projects and,

**WHEREAS**, funds under this grant will be used to provide foreclosure counseling and support services to Bridgeport residents and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants, submit an application to the Housing & Urban Development in an amount not to exceed \$475,000 for the purpose of to provide foreclosure counseling and support services to Bridgeport residents; and

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

That it is cognizant of the City's grant application and contract to the Housing & Urban Development and to provide to provide foreclosure counseling and support services to Bridgeport residents by FSW and

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Housing & Urban Development for an Earmark for FSW and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



CITY OF BRIDGEPORT  
**SIKORSKY**  
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615  
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

COMM#137-09 Referred to Contracts Committee on 9/7/2010

MEMO

TO: Fleeta Hudson, City Clerk  
FROM: John K. Ricci, Airport Manager  
DATE: August 20, 2010

Please place the attached Resolution between the City of Bridgeport and the State of Connecticut, State Project No. DOT00150349CN before the City Council and all appropriate Committee's for approval to authorize the Mayor to sign on behalf of the City.

Please note, to comply with the State of Connecticut requirements, the Resolution must be approved exactly as submitted.

If you have any questions, please contact me.

JKR:n

attachment

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 23 P 1:11

Agreement No. \_\_\_\_\_

CORE ID # \_\_\_\_\_

**AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
CITY OF BRIDGEPORT  
FOR  
RE-EVALUATION OF ENVIRONMENTAL IMPACT STATEMENT  
INSTALLATION OF ENHANCED TAXIWAY MARKINGS  
AT  
SIKORSKY MEMORIAL AIRPORT  
FILE NO. AERO FILE NO. 5800-1644**

State Project No. DOT00150349CN

FAA Project No. 3-09-0002-26-2009

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ by and between the State of Connecticut, Department of Transportation, hereinafter referred to as the State, and the City of Bridgeport, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the Second Party has submitted to the State a Project Application dated June 25, 2010 for the Re-evaluation of Environmental Impact Statement and the Installation of Enhanced Taxiway Markings at Sikorsky Memorial Airport (hereinafter referred to as the Airport), and

WHEREAS, the State has approved a grant of State funds for the proposed improvements of the Airport (hereinafter referred to as the "Project"), summarized as follows:

- The Re-evaluation of Environmental Impact Statement and the Installation of Enhanced Taxiway Markings

WHEREAS, the State, pursuant to Section 13b-50(e) of the General Statutes of Connecticut, as revised, is authorized to render financial assistance by grant of funds to any municipality for improvement of an airport owned or controlled by such municipality.

NOW, THEREFORE, KNOW YE the parties hereto agree as follows:

1. The State, in consideration of:
  - a. The Second Party's adoption and ratification of the representations and assurances contained in said Project Application, and
  - b. The benefits to accrue to the State and the public from the accomplishment of the Project, and from the operation and maintenance of the Airport, and
  - c. The Second Party's acceptance of all the terms of the Agreement, shall pay to the Second Party an amount equal to seventy-five percent (75%) of the non-federal share of the total cost of all items deemed eligible by the Federal Aviation Administration (FAA), and authorize the Second Party to proceed with the Project.
  
2.
  - a. The maximum amount payable by the State under this Agreement shall be as follows for the Project, unless provided for by means of a Supplemental Agreement:
    - i FAA Project No. 3-09-0002-26-2009, State Project No. DOT00150349CN, Seven Thousand Eight Hundred Seventy Five Dollars.
  - b. Notwithstanding the foregoing, additional work authorized, in writing by the State that results in an accumulative fee of less than fifteen percent (15%) of the State share, as specified in Article (2) above, shall be reimbursed under the terms of this Agreement.
  - c. **SUMMARY OF PROJECT COSTS**

**Federal Project No. 3-09-0002-26-2009, State Project No. DOT00150349CN**

Federal Aviation Administration	95%-	\$ 199,500.00
State of Connecticut	3.75%-	\$ 7,875.00
Second Party	1.25%-	\$ 2,625.00
Total	100%-	<b>\$ 210,000.00</b>

3. Payments shall be made by the State upon verification of Project completion, and shall be based on final FAA determination of cost and reimbursement.

4. The State shall have the right to audit all data, accounts, charges, payrolls, and such other records as may have any bearing on the payments made or to be made by the State under the terms of this Agreement.
5. The State shall make final payment upon the acceptance by the Second Party of the completed Project and completion of all requirements of this Agreement, including requisite audits.
6. The State assumes no liability for payment under the terms of this Agreement until the Second Party is notified in writing by the State that said Agreement has been approved as to form by the Attorney General.
7. The Second Party's budget will provide funding for the Project as follows as the Second Party's share of the Project's funding.
  - a. FAA Project No. 3-09-0002-26-2009, State Project No. DOT00150349CN, Two Thousand Six Hundred and Twenty Five Dollars.
8. The Second Party shall permit the State to inspect, at any time, all work performed under the terms of this Agreement, at any stage of the work.
9. The Second Party, agrees that during the term of this Agreement including any extensions thereof, it shall, and it shall ensure any subcontractor(s) retained shall, indemnify and save harmless the State, its officers, agents and employees from all claims, suits, actions, damages, and cost of every name and description resulting from or arising out of operations conducted by, or capital purchases made by, the Second Party and/or any of its subcontractor(s) under this Agreement or prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage.
  - a. The Second Party shall not subcontract any portion of this Agreement without the written approval of the State. The form of the subcontractor's agreement shall be as developed by the Second Party and approved by the State.
  - b. If applicable, until the Project(s) is (are) completed, the Second Party shall maintain, or cause its subcontractor(s) hired to complete the Project(s) to maintain, builder's risk insurance in an amount not less than the amount of the Grant, or the Second Party shall maintain unrestricted reserves in an amount not less than the amount of the Grant. In addition, the Second Party shall carry, and ensure it's subcontractor(s) shall carry, Workers Compensation Insurance in accordance with the laws of the State of Connecticut.
10. With the execution of this Agreement, the Second Party acknowledges that it has sufficient funds to meet the requirements of the Second Party's share as specified in the Summary of Project Costs stated in this Agreement.

11. It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Second Party, unless requested to do so by the State. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.
12. If this is a planning project, the Second Party shall establish a Citizen Advisory Committee consisting of a representative of the Connecticut Department of Transportation, airport users, local residents, business interests, planners, and airport representatives, to facilitate public participation in the planning process. The Citizen Advisory Committee shall receive working drafts or technical memoranda for their review and comment, and participate in Advisory Group and Public Information
13. The Second Party agrees to comply with all Federal, State and Municipal laws that apply to this Agreement.
14. Any misrepresentation or omission of a material fact by the Second Party concerning the Project or the Second Party's authority or ability to carry out the obligations assumed by the Second Party under the terms of this Agreement shall terminate the obligation of the State, and it is understood and agreed by the Second Party that if a material fact that has been misrepresented or omitted by the Second Party, the State may recover all payments made under this Agreement.
15. This Agreement shall remain in full force and effect throughout the Project. The Agreement shall terminate upon the close out of all construction work, financial record keeping, business, and other matters related to the Project. The Second Party agrees that it shall maintain and protect the Project for a period not to exceed twenty (20) years from the date of this Agreement and all similar requirements of the FAA and the State as may be provided elsewhere in this Agreement, the FAA assurances associated with the Project, and any similar requirements, unless said Agreement is terminated in accordance with Article 16 herein.
16. This Agreement may be terminated at any time by the State by giving the Second Party thirty (30) calendar days written notice to that effect, utilizing either certified mail or personal delivery. Upon expiration of the said notice period of time and in the absence of written agreement by the parties hereto to the contrary, this Agreement shall then be null and void.
17. It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:
  - a. Be in writing addressed to:

- i. When the State is to receive such notice-

Commissioner of Transportation  
Connecticut Department of Transportation  
P. O. Box 317546  
Newington, CT 06131-7546

- ii. When the Second Party is to receive such notice-

Bill Finch, Mayor  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

- b. Be delivered in person or be mailed United States Postal Service – “Certified Mail” to the address recited herein as being the address of the party to receive such notice; and ,
- c. Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term “official notice” as used herein, shall be construed to include, but not be limited to, any request, demand authorization, direction, waiver, and/or consent of the party (ies) as well as any ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this “official notice” specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 18. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities” (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

19. Maintenance and Audit of Records.

The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving State funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

(b) STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$100,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$100,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the audit report must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The audit report shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to the project shall be maintained for seven (7) years after issuance of the project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State and/or Federal Auditors upon request.** The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the work papers and reports of the independent CPA be maintained for a minimum of three (3) years from the date of the Audit Report.

The State reserves the right to audit or review any records/work papers of the entity or municipality and the CPA pertaining to the Agreement.

20. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.
21. This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Second Party's request, the State shall provide a copy of these Orders to the Second Party.
22. As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et. Seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement.
23. The Second Party's representative, authorized to execute this Agreement, shall upon request of the State, and on the certificate supplied by the State, certify that all work, including consultant agreements, contracts, subcontracts, plans, specifications,

estimates and other information developed for the Project for which the Second Party has or will receive monies, grants, reimbursements, etc., from Federal or State agencies was performed in accordance with the terms of this Agreement, grants or Federal and State laws under which the monies are being provided to the Second Party. In addition, the Second Party also will certify that as a condition of its acceptance of State and/or Federal monies, the Second Party will comply with all State and Federal Civil Rights laws, executive orders, and regulations.

24. The Second Party, notwithstanding any other provision of this Agreement, is solely responsible for the Project.
25. That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
  - a. The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
    - 1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 2) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
    - 4) Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
  - b. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- 1) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

26. This clause applies to those Second Parties who are or will be responsible for compliance with terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

27.

a. Insurance. With respect to the operations performed under the terms of this Agreement, and also those performed for the Second Party by subcontractors, the Second Party will be required to carry, and shall ensure its subcontractor(s) carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs 1) and 2) below, the following minimum insurance coverages at no direct cost to the State. In the event the Second Party and/or subcontractor(s) secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs 1) and 2) below, the State of Connecticut shall be named as an additional insured.

- 1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or

death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

- 2) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
- 3) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

- b. In conjunction with Section a of this Article, the Second Party agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. The certificate of insurance shall specify amounts deductible, if any, for each type of coverage in the policy or policies. For the Workers' Compensation insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, please indicate the policy number and term of the policy on the form or forms.
- c. The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

28. The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in the Office and Policy and Management's General Letter No. 97-1 when architects, engineers and/or consultants are retained. The Office and Policy Management's General Letter No. 97-1 is attached hereto and hereby made a part of this Agreement.

If the Federal Highway Administration's approval is required prior to entering a supplemental agreement, as stipulated in the attached Policy Statement, the Second Party must submit their request to the initiating unit. The initiating unit will forward the Second Party's request to the Federal Highway Administration for review and provide the Second Party with the Federal Highway Administration's decision.

The Second Party shall submit to the State for review and approval, any proposed Agreement between the Second Party and a consultant prior to its execution. No reimbursement costs may be incurred on consultant agreements prior to the State's written approval.

29. The Second Party shall assume full responsibility for accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's/Architect's Seal of any engineer/architect used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.
30. This Agreement, when fully executed by both parties, constitutes the entire Agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.
31. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.
32. Nothing herein shall be construed to waive any of the State's Immunities.
33. The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with the Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
34. The Agreement itself is not an authorization for the Second Party to provide goods or begin performance in any way. The Second Party may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Second Party providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Second Party's own risk.

The State shall issue a purchase order against the Agreement directly to the Second Party and to no other party.

Agreement No. \_\_\_\_\_

The parties hereto have set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT  
**DEPARTMENT OF TRANSPORTATION**  
Jeffrey A. Parker, Commissioner

BY: \_\_\_\_\_ (seal)  
Albert A. Martin  
Deputy Commissioner

DATE: \_\_\_\_\_

SECOND PARTY  
**City of Bridgeport**

BY: \_\_\_\_\_  
Bill Finch  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

DATE: \_\_\_\_\_



# CONNECTICUT DEPARTMENT OF TRANSPORTATION

## POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

**For questions, contact the Ethics  
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

*Gift Exchanges Between Subordinates and Supervisors/Senior Staff:* A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. *Acceptance of Gifts to the State:* A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. *Charitable Organizations and Events:* No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. *Use of Office/Position for Financial Gain:* DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. *Other Employment:* DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
  - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
\_\_\_\_\_  
Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

## TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

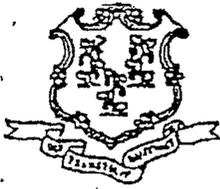
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary  
Office of Policy & Management *Michael W. Kozlowski*

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour
  - A. Corporations Principal is defined as follows:
    - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
    - b. A principal may also work on the contract in the "employee" classification, for example, as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.



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#138-09 Referred to Contracts Committee on 9/7/2010

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

August 24, 2010

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

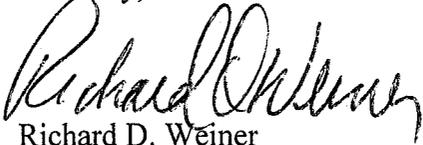
Dear Madam Clerk:

Attached please find an original and 15 copies of an Agreement between Universal Benefits Corporation and the City of Bridgeport to provide Medicare medical claims administrative services to covered retirees of the City and Board of Education.

The term of the Agreement is from July 1, 2010 – June 30, 2011.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of September 7, 2010.

Sincerely,

  
Richard D. Weiner  
Benefits Manager

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 25 A 9:13  
ATTEST  
CITY CLERK

## CLAIMS SERVICE AGREEMENT

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **UNIVERSAL BENEFITS CORPORATION** (hereinafter referred to as "**Administrator**") and **the City of Bridgeport**, municipal body politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter referred to as """) and is effective as of the 1<sup>st</sup> day of July, 2010

### RECITALS

**WHEREAS**, City is the plan sponsor of a self-funded group retiree medical benefits plan (hereinafter referred to as the "**Plan**"), whose terms are described and stated in the Summary Plan Description attached as Exhibit A hereto, as the same may be amended from time to time; and

**WHEREAS**, Administrator specializes in providing certain claims administration and adjudication functions; and

**WHEREAS**, City and Administrator desire to enter into an agreement reflecting the rights and obligations of the parties hereto with respect to processing and adjudication of claims under the Plan.

### WITNESSETH

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **ADMINISTRATOR'S DUTIES.** The Administrator shall specifically perform the following duties.

a. Administer and adjudicate claims for the Plan in general as being the amount of the claim for a retiree that has not been paid by Medicare and as follows:

- (i) All claims will be adjudicated according to the terms of the Plan documents provided by City to Administrator attached as Exhibit A hereto.
- (ii) Administrator shall forward by facsimile immediately upon receipt a copy of all lawsuits or inquiries received from individuals or attorneys. A complete copy shall be sent to City within one (1) business day of the date the lawsuit or inquiry is received. Within three (3) business days after receiving notice of the lawsuit or inquiry, Administrator shall provide City with all information needed by City to evaluate and respond to the lawsuit or inquiry. This information shall include copies of claim files, correspondence and

other pertinent data. The City shall be responsible for all actual defense costs and expenses of all litigation arising out of claims that the City asks the Administrator in writing to handle.

- (iii) Administrator shall pay all claims with respect to the Plan benefits. The City has advanced three hundred fifty thousand dollars (\$350,000) to the Administrator which the Administrator will use to pay claims. Administrator will advise the City at the end of each month of the amount necessary to maintain the \$350,000 balance. Administrator's obligation to pay claims under this Agreement is contingent upon City's replenishment of the three hundred fifty thousand dollar (\$350,000) amount on a monthly basis, or more frequently as reasonably required by Administrator. Administrator may increase the monthly account funding amount requirement or accelerate the bank account replenishment schedule at any time if such an increase is reasonable based upon the Plan's claims experience disclosed in writing to and approved by the City. The Administrator shall place such funds received from the City in a bank account or accounts so that such sums are fully insured by the FDIC. The Administrator is financially responsible for all such sums and must return to the City all unexpended portions of such sums, with a full accounting, within a reasonable period of time after all runout claims have been paid.
- (iv) Administrator shall provide City with a monthly reconciliation of the bank account, including a listing of all claims payments made. The monthly report will be submitted by Administrator to City in an electronic format and content agreeable to the parties.
- (v) It is understood and agreed that, upon termination of the Plan, Administrator shall retain the claim files for seven (7) years. In addition, Administrator shall mail a copy of any such claim file to City upon request to a location in Fairfield County, Connecticut.
- (vi) All information received through claims by Administrator will be held in the strictest of confidence in compliance with current HIPAA laws.
- (vii) Administrator shall retain in its possession all records, in any form, or on any and every media including but not limited to all individual enrollment materials, files and correspondence relating thereto, all printed materials including plan descriptions or benefit summary documents and all advertising material, and all accounting records relating to premium and business operating expenses, for a minimum of seven (7) years from the date of the generation of the records.

(viii) All records shall be maintained and used with due care and careful regard for the Plan participants' individual rights of confidentiality. Administrator shall maintain the confidentiality of these individuals' records as required by applicable laws and as otherwise deemed necessary or desirable by City to protect and safeguard such records from unauthorized use and disclosure, including compliance with any state privacy law or HIPAA. Administrator shall use the plan participants' records and information solely for the purpose of performing its obligations under this Agreement or the law.

2. The Administrator shall be compensated by City at a rate of sixteen dollars and fifty cents (\$16.50) a month for each person covered by the Plan.

3. The parties agree that compensation paid to the Administrator for services provided pursuant to this Agreement shall not be contingent on claim experience.

4. An eligibility list providing Administrator with the names of persons covered under the Plan shall be submitted by City to Administrator on a monthly basis. Administrator shall not be responsible for any claims payments it makes as a result of inaccurate information on the eligibility list which is provided to Administrator by City.

5. City shall issue plan summaries and communicate changes to the retiree population as required by law. Any change in the Plan or any summary plan description shall be immediately provided by City to Administrator, and within 15 calendar days thereafter the Administrator shall apply such changes in the Plan to all claims.

6. Each party hereto agrees to indemnify and hold harmless the other party hereto from and against any and all losses, claims, demands, liabilities, costs, damages, and expenses (including reasonable attorneys' fees) which the other party may incur by reason of any demand or action by any person arising out of or alleging the negligence or misconduct of the indemnifying party in the performance of its duties hereunder. (For example, an improper payment of a claim by the Administrator contrary to the provisions of the Plan shall be considered negligence under this indemnity provision.) The named party defendant in any demand or action shall manage and control the defense.

7. The Administrator shall have no authority to incur any expense or obligation of any kind or nature in the name of or on behalf of City without express written authority in each instance; nor shall the Administrator, or any person appointed by the Administrator, have any authority to alter, discharge, or waive any provision or condition of the Plan.

8. All Plan records, in any form, including film or electronic media, pertaining to each covered plan hereunder (including, but not limited to, all individual enrollment materials, files and correspondence relating thereto, all printed materials, including plan descriptions or benefit summaries, and all advertising material) are the joint property of City and Administrator to the extent necessary for the parties to meet their respective obligations with respect to the Plan or the

administrative services provided. It is understood that the records shall become the sole property of City should Administrator become insolvent or be subject to bankruptcy proceedings or this contract expires or otherwise terminates as provided herein. Upon such an event where the records become the sole property of the City it is agreed that Administrator shall be able to maintain its records for regulatory purposes only. The term of this Agreement shall be for a period of one (1) year commencing and shall expire on June 30, 2011, unless sooner terminated by either party. The effective date is the date on which the City delivers a fully-executed original of this agreement to the Administrator. Either party may terminate the Agreement at any time on or after the execution hereof by giving ninety (90) days' prior written notice to the other party.

9. Notwithstanding anything to the contrary, in the event of Administrator's fraud, bankruptcy, insolvency, or breach of any of the conditions or promises of this Agreement, or failure to perform any duties or comply with any reasonable rules and regulations of City or state insurance departments, this Agreement may be terminated immediately by City upon written notice to Administrator. No further compensation or allowances shall be payable after such termination.

10. In the event of termination of this Agreement, for any reason, the Administrator shall, at the option of City, continue to perform all duties and fulfill all obligations of Administrator in connection herewith which are required in order for it to fulfill its obligations under the terms of this Agreement at the time of termination. Compensation shall be payable for services rendered, in accordance with this Agreement. The Administrator will pay run-out claims for up to 24 months if requested. City shall pay Administrator monthly for run-out claims and Administrator's fee.

11. No rights or interests arising hereunder may be subcontracted or assigned except with the prior written consent of City.

12. Administrator is providing claims services only and is not responsible for Plan design or benefit design, or Plan's or City's compliance with any federal, state or local law or regulation. Administrator is not responsible for the Plan management or design and is not responsible for any plan registration or filing.

13. No amendment or modification of, or supplement to, this Agreement shall be binding unless in writing and duly executed by both parties with executed copies being delivered to both parties.

14. All notices hereunder shall be deemed to be given when sent by registered or certified U.S. mail with return receipt requested or by overnight courier with proof of delivery to the following addresses:

If to Administrator:

Universal Benefits Corporation  
520 Park Avenue  
Baltimore, Maryland 21201  
Attention: Colleen Gizinski

If to City:

Benefits Office  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

With a copy to:

City Attorney  
Office of the City Attorney  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, CT 06604

15. This Agreement and the attachments hereto or other documents referred to herein sets forth the full and complete understanding of the parties hereto. Nothing contained herein shall be construed as constituting a partnership or joint venture between Administrator and City. Administrator is an independent contractor. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

16. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

17. The parties' obligations under paragraphs 1(a)(v), 1(a)(vi), 1(a)(vii), 1(a)(viii), 6, 10 and 12 shall survive any termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**WITNESS:**

\_\_\_\_\_

**ADMINISTRATOR:  
UNIVERSAL BENEFITS CORPORATION**

By: \_\_\_\_\_  
**Scott King**

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**CITY OF BRIDGEPORT**

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

Title: \_\_\_\_\_

**EXHIBIT A**

**Plan**



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

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

COMM#139-09 Referred to ECD&E Committee on  
9/7/2010

August 25, 2010

To: City Clerk  
From: Alexandra McGoldrick, Grants Writer  
Re: Resolution - DEP America the Beautiful Grant Program

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

**Grant:** City of Bridgeport application to the State of Connecticut DEP - America the Beautiful Grant Program

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 26 A 10:34  
ATTEST  
CITY CLERK

**WHEREAS**, State of Connecticut Department of Environmental Protection is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this financial assistance has been made possible through the America the Beautiful Grant Program and,

**WHEREAS**, financial assistance under this grant will be used to assist the City's sustainability planning process and help to develop the first phase of a city-wide tree inventory. The goal of the project is to develop a progressive long range urban and community forestry maintenance plan based on preliminary research, inventory and study that will provide the foundation for an ongoing program that will result in a healthier and safer community in Bridgeport, and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut Department of Environmental Protection to develop and Urban Forest Study Model (UFORE Study) within the City of Bridgeport ; and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Environmental Protection to provide financial assistance and help to develop a Urban Forest Study Model that will be the first step in measuring the City's urban forest and developing the appropriate overall plan.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of CT Dept. of Environmental Protection for the America the Beautiful Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



## GRANT SUMMARY

---

PROJECT TITLE: \_\_\_\_\_ America the Beautiful Grant Program \_\_\_\_\_

RENEWAL \_\_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community  
Development\_

CONTACT NAME: \_\_\_\_\_ Alexandra B. McGoldrick \_\_\_\_\_

PHONE NUMBER:   203-332-5665  

### PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking financial assistance from the State of CT Dept. of Environmental Protection to develop and Urban Forest Study Model (UFORE Study) survey that will be the first step in measuring the City's urban forest and developing the appropriate overall plan. The report will provide the foundation will help to improve the economic vitality of the City, access to greenspace for residents, resident involvement and satisfaction and resident education about the benefits of trees.

**Project Period:** 1 year grant project period.

**PROJECT GOALS AND PROCEDURES:** The project will help to revitalize and improve their parks and neighborhoods and add to its natural assets through the promotion of the promotion of the carbon footprint.

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: \$8,000	Supplies:
City: \$11,500	
Other:	



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

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Telephone (203) 332-5662  
Fax (203) 332-5657

**ANDREW J. NUNN**  
CAO

**BILL FINCH** Mayor  
COMM#140-09 Referred to ECD&E Committee on 9/7/2010

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

**TO:** Honorable Members of the Bridgeport City Council  
**FROM:** Alanna Cavanagh Kabel,   
Deputy CAO for Central Grants & Community Development  
**RE:** Grant Submission: HUD/DOT/EPA Sustainable Communities  
Regional Planning Grant Program – Sustainable Communities  
Initiative Application  
**DATE:** August 25, 2010

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 26 AM 11:11  
CITY CLERK'S OFFICE  
ATTEST

For your review and consideration, attached please find a resolution supporting the New York-Connecticut Regional Sustainable Communities Initiatives' (SCI) \$6 million application for funding under HUD's Sustainable Communities Regional Planning Grant Program. Connecticut's members of this interstate planning initiative include the Cities of Bridgeport, New Haven, Stamford and Norwalk as well as three Metropolitan Planning Organizations (MPOs). New York members include the City of New York, eight additional cities, the Long Island counties of Nassau and Suffolk and the New York Metropolitan Transportation Council.

Submitted under the auspices of the Regional Plan Association (RPA), the SCI planning project consists of three primary tasks:

1. Gap analysis to undertake a review of all existing regional and municipal sustainability plans for consistency with HUD's livability principles, as well as for consistency between the various plans;
2. Enhancement of existing regional plans of conservation and development and municipal sustainability plans to address identified gaps and incorporate innovative strategies identified in Task 1;
3. Detailed execution plans to build on regional sustainable development plans and prepare detailed execution/implementation plans for key catalytic projects.

The New York-Connecticut Metropolitan Sustainable Communities Consortium will integrate and enhance the existing sustainability plans, fill gaps and more closely align them to the six Livability Principles. To execute these plans, the Consortium will link strategies to develop mixed-income housing, employment and infrastructure in locations connected by the region's two commuter rail networks – the MTA Metro-North Railroad and the MTA Long Island Rail Road. At the local level, the Consortium will support project planning to engage residents and stakeholders in developing implementation strategies. More specifically, \$225,000 of feasibility planning funds for the City of Bridgeport have been requested to determine the feasibility of a new Barnum train station in the East Side. If funded, the City will also benefit from additional planning dollars relative to Task #1 and Task #2.

A summary of the budget is attached for your review. Please be advised the City has committed \$25,000 of CDBG funds previously approved by the City Council for a Mill Hill NRZ Study as leverage

to the application and \$45,000 of in-kind match to meet the grant's 20% requirement. There is no cash match required from the City of Bridgeport.

The complete application may be accessed at  
<http://www.rpa.org/pdf/temp/david/SCI/FullApplicationWithReceipt.pdf>

Thank you for your consideration.

cc: Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Donald Eversley, OPED Director  
Tom White, Legislative Services

RESOLUTION

## RESOLUTION

**Whereas**, the City of Bridgeport, as a member of the New York-Connecticut Metropolitan Sustainable Communities Consortium, desires funding from the U.S. Department of Housing & Urban Development's Sustainable Regional Planning Grant Program ; and

**Whereas**, HUD, EPA and DOT have encouraged regional consortiums such as this to submit applications to HUD for funding under the auspices of its Sustainable Communities Initiative; and

**Whereas**, the purpose of this grant is to integrate and enhance existing sustainability plans, fill gaps and more closely align them to the six Livability Principles; and

**Whereas**, to execute these plans the Consortium will link strategies to develop mixed-income housing, employment and infrastructure in locations connected by the region's commuter rail networks;

**Whereas**, it is desirable and in the public interest that the City of Bridgeport apply under the auspices of the Regional Plan Association and as a member of the New York-Connecticut Metropolitan Sustainable Consortium for a grant amount not to exceed \$6 million.

### **Now Therefore Be It Resolved by the City Council:**

1. That it is cognizant of the Regional Plan Association's application which includes the City of Bridgeport to HUD's Sustainability Communities Initiative (SCI); and
2. That it hereby authorizes, directs and empowers the Mayor, or his designee(s) to execute and file such application with HUD, to provide such additional information and to execute and administer such other contracts and documents as may be necessary to execute this program.

**Budget as of Aug. 18, 8:00 AM Without Across-the-Board Reduction**

PROPOSED GRANT RECIPIENT, RPA

Element #	Description	Item	Specific Component	\$ Retained by Grant Recipient	\$ Passed Through to Consortium Members	\$ Fee for Professional Services	\$ Contributed by Consortium Members and Grant Recipient	TOTALS	\$ Leveraged	Element Subtotals	% of Total Fund	Remarks
1	Gap Analysis	Identify and Prioritize Gaps and Strategy Innovations		\$ 66,700	\$ 133,400	\$ -	\$ 53,960	\$ 320,160	\$ -	\$ 480,240	8%	Reduced by 33% RPA resource itemization; not required for pass through to Consortium or local match
2	Enhancement of Existing Plans	Develop and Implement Enhancement Strategies and Actions	Public Engagement and Plan Enhancement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8%	Reduced by 33% RPA resource itemization; not required for pass through to Consortium or local match
		Regional Housing Assessment (Combines regional & U analysis)		\$ 75,000	\$ 100,000	\$ -	\$ 35,000	\$ 210,000	\$ -	\$ 210,000		Resource itemization required
		Climate Resilience Planning (New York City)		\$ -	\$ 457,000	\$ -	\$ 91,400	\$ 548,400	\$ -	\$ 548,400		Resource itemization required
		Implementation of Enhancement Action		\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ 500,000		Resource itemization required
3	Detailed Execution Plans	Eastern Sector		\$ -	\$ 200,000	\$ 200,000	\$ 100,000	\$ 500,000	\$ -	\$ 1,258,400	20%	Assumes unfunded actions by MTA and cities. Should we show it? Estimate by Suffolk County
		Sagtikos Regional Development Zone Transfer-of-Development-Rights Study		\$ -	\$ 342,150	\$ -	\$ 100,000	\$ 500,000	\$ -	\$ 500,000		Resource itemization required
		Nassau Hub Desire Growth Area; Grumman Site Feasibility Study		\$ -	\$ 515,800	\$ -	\$ 103,160	\$ 618,960	\$ -	\$ 618,960	26%	Revised estimate from NYC Reduced from \$1M
		Long Island Fair Housing Strategy		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Resource itemization required
		Brooklyn Sustainable Communities Study		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Resource itemization required
		Interstate 287/Thruway Zee Bridge Corridor TOD Execution Planning		\$ -	\$ 509,000	\$ -	\$ 101,800	\$ 610,800	\$ -	\$ 610,800		Resource itemization required
		Bronx Metro-North Network Studies		\$ -	\$ 550,000	\$ 500,000	\$ -	\$ 1,050,000	\$ 350,000	\$ 1,460,800	31%	Reduced to \$25K for 5 sites; includes \$250K in cash and \$100K in kind from CT DECD
		Interstate 95/New Haven Line Corridor Transit-Oriented Development (five projects)		\$ -	\$ -	\$ 100,000	\$ 20,000	\$ 120,000	\$ 100,000	\$ 220,000	2%	Includes \$100K in cash from LLC
		Housing Opportunities Fund		\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 101,000	\$ 101,000		Resource itemization required
		Knowledge Sharing and Capacity Building		\$ -	\$ -	\$ 250,000	\$ 60,000	\$ 360,000	\$ -	\$ 360,000		Resource itemization required
4	Project Management	Project Coordination and Committee Staffing		\$ 250,000	\$ 50,000	\$ -	\$ 60,000	\$ 360,000	\$ -	\$ 360,000		Resource itemization required
		Grant Administration		\$ 200,000	\$ -	\$ -	\$ 40,000	\$ 240,000	\$ -	\$ 240,000		Resource itemization required
		Data Repository		\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	14%	Estimates submitted by RPA
		TOTALS		\$ 775,100	\$ 2,895,450	\$ 1,692,450	\$ 4,281,400	\$ 6,338,400	\$ 550,000	\$ 6,288,400	100%	Estimates submitted by RPA
		Total HUD Request		\$ 21%	\$ 42%	\$ 27%	\$ 20%	\$ 700%	\$ 20%	\$ 100%		Itemization not required



BILL FINCH  
Mayor

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

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

ANDREW J. NUNN  
CAO

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

COMM. # 141-09 Referred to ~~ECD&E~~ Committee on 9/7/2010

TO: Honorable Members of the Bridgeport City Council

FROM: Alanna Cavanagh Kabel, *AKabel*  
Deputy CAO for Central Grants & Community Development

RE: Grant Submission: DOT TIGER II Planning/HUD Community Challenge Grant

DATE: August 25, 2010

---

For your review and consideration, attached please find a resolution supporting the City of Bridgeport's combined \$2.4 million grant application to the U.S. Department of Transportation and the U.S. Department of Housing and Urban Development's Tiger II Planning and HUD Community Challenge Grant Program.

The purpose of these grants is to fund planning activities along the Seaview Avenue Transitway related to the development of a multi-modal transportation corridor that promotes mixed-use, transit-oriented development with an affordable housing component on former Brownfield sites.

The project will support the sustainable revitalization of the Seaview Avenue transportation corridor and planning activities that will reactivate the waterway, connect isolated neighborhoods and provide new local and regional linkages.

The City's cash match to this \$2.4million grant request includes \$900,000 of City capital budget funds designated for Seaview Avenue.

Thank you for your consideration.

cc: Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Donald Eversley, OPED Director  
Alexandra McGoldrick, Grant Writer  
Tom White, Legislative Services

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 26 A 10:34  
ATTEST  
CITY CLERK

## RESOLUTION

**Whereas**, the City of Bridgeport desires funding from the U.S. Department of Transportation and the U.S. Department of Housing & Urban Development's Tiger II Planning and HUD Community Challenge Grant Program ; and

**Whereas**, the purpose of these grants is to fund planning activities along the Seaview Avenue Transitway related to the development of a multi-modal transportation corridor that promotes mixed-use, transit-oriented development with an affordable housing component on former Brownfield sites; and

**Whereas**, the project will support the sustainable revitalization of the Seaview Avenue transportation corridor and planning activities that will reactivate the waterway, connect isolated neighborhoods and provide new local and regional linkages; and

**Whereas**, it is desirable and in the public interest that the City of Bridgeport apply for an amount not to exceed \$2.4 million.

### **Now Therefore Be It Resolved by the City Council:**

1. That it is cognizant of the City's application to the U.S. Department of Transportation and the U.S. Department of Housing and Urban Development's Tiger II Planning and HUD Community Challenge Grant Program; and
2. That it hereby authorizes, directs and empowers the Mayor, or his designee(s) to execute and file such application with DOT and HUD, to provide such additional information and to execute and administer such other contracts and documents as may be necessary to execute this program.



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

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

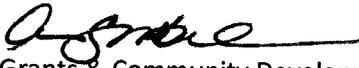
BILL FINCH  
Mayor

ANDREW J. NUNN  
CAO

ALANNA C. KABEL  
Deputy CAO of Central Grants  
and Community Development  
on ( 9/7/2010 ).

COMM. # 142-09 Referred to Public Safety & Transportation Committee on ( 9/7/2010 ).

TO: Honorable Members of the Bridgeport City Council

FROM: Alanna Cavanagh Kabel,   
Deputy CAO for Central Grants & Community Development

RE: Grant Submission: TIGER II Infrastructure Surface Transportation Grant

DATE: August 25, 2010

---

For your review and consideration, attached please find a resolution supporting the City of Bridgeport's \$44,720,000 grant application to the U.S. Department of Transportation under the TIGER II Discretionary Grants Program to fund the Steel Pointe Harbor Roadway Improvements Project.

The City, in partnership with Bridgeport Land Development, LLC, is requesting funds for the reconstruction and modernization of 4.6 lane miles of urban minor arterial roadways and .75 miles of pedestrian/bicycle pathways within the City of Bridgeport. Roadway improvements will follow the complete streets model creating pedestrian connections to the surrounding neighborhoods, Bridgeport's downtown intermodal center and public waterfront. The project elements include curbs, turning lanes, coordinated traffic signals, enhanced pedestrian crosswalks, and adequate drainage for storm water runoff that will add safety and foster economic development.

The City's cash match to this \$44,720,000 grant request includes \$24,720,000 being provided by Bridgeport Land Development, LLC. As such, there is no cash match required from the City of Bridgeport.

Thank you for your consideration.

cc: Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Donald Eversley, OPED Director  
Alexandra McGoldrick, Grant Writer  
Tom White, Legislative Services

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2010 AUG 26 A 10:34

## RESOLUTION

**Whereas**, the City of Bridgeport desires funding from the U.S. Department of Transportation's TIGER II Infrastructure Surface Transportation Grant to fund the Steel Pointe Harbor Roadway Improvements Project ; and

**Whereas**, the City, in partnership with Bridgeport Land Development LLC, is requesting funds for the reconstruction and modernization of 4.6 lane miles of urban minor arterial roadways and .75 miles of pedestrian/bicycle pathways within the City; and

**Whereas**, roadway improvements will follow the complete streets model creating pedestrian connections to the surround neighborhoods, Bridgeport's downtown intermodal center and public waterfront; and

**Whereas**, the project elements include curbs, turning lanes, coordinated traffic signals, enhanced pedestrian crosswalks, and adequate drainage for storm water runoff that will add safety and foster economic development; and

**Whereas**, it is desirable and in the public interest that the City of Bridgeport apply for an amount not to exceed \$44,720,000.

### **Now Therefore Be It Resolved by the City Council:**

1. That it is cognizant of the City's application to the U.S. Department of Transportation's TIGER II Infrastructure Surface Transportation Grant to fund the Steel Pointe Harbor Roadway Improvements Project ; and
2. That it hereby authorizes, directs and empowers the Mayor, or his designee(s) to execute and file such application with the U.S. Department of Transportation, to provide such additional information as requested and to execute and administer such other contracts and documents as may be necessary to execute this program.

**Consent Calendar**

Modification of the state section of FY 2010-2014 Capital Plan to utilize LoCIP entitlement funds for roadway paving and City Beautification/Improvement projects including rehabilitation caused by recent storm damage (\$5,804,000).

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: September 7, 2010**

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

*[Handwritten Signature]*

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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

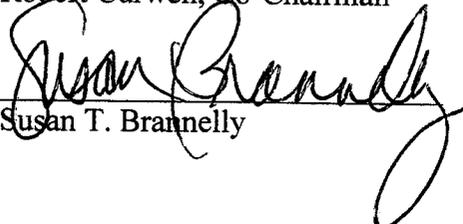
The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

**\*128-09 Consent Calendar**

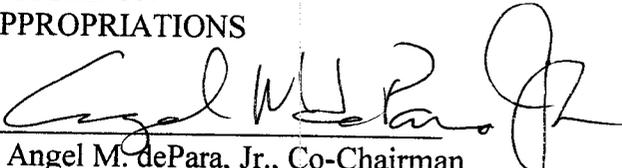
**BE IT RESOLVED**, That the attached Modification of state section of FY 2010-2014 Capital Plan to utilize LoCIP entitlement funds for roadway paving and City Beautification/Improvement projects including rehabilitation caused by recent storm damage (\$5,804,000), be and hereby is, approved, ratified and confirmed.

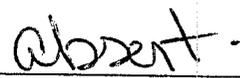
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

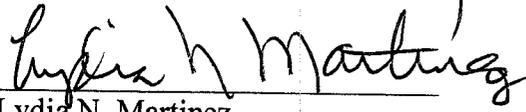
\_\_\_\_\_  
Robert Curwen, Co-Chairman

  
\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
Carlos Silva

  
\_\_\_\_\_  
Angel M. dePara, Jr., Co-Chairman

  
\_\_\_\_\_  
AmyMarie Vizzo-Paniccia

  
\_\_\_\_\_  
Lydia N. Martinez

\_\_\_\_\_  
Howard Austin, Sr.

Council Date: September 7, 2010

**Fiscal Year 2010-2014  
Five Year Capital Plan**

**LoCIP Funds**

**State Entitlement Section**

STATE PROJ #	PROJECT DESCRIPTION	COUNCIL APPROVED	STATE REIMBURSED	BALANCE AVAILABLE
1988 Projects				
1989 Projects		465,928.25	465,928.25	0.00
1990 Projects		1,706,939.60	1,706,939.60	0.00
1992 Projects		575,000.00	575,000.00	0.00
1993 Projects		11,692,476.53	11,692,476.53	0.00
1994 Projects		225,000.00	225,000.00	0.00
1995 Projects		917,344.02	917,344.02	0.00
96-010	City Hall Roof	1,356,976.40	1,356,976.40	0.00
96-020	Cleveland Avenue Structure	400,000.00	384,096.48	15,903.52
96-030	Roadway 95-96	56,312.51	56,312.51	0.00
96-040	Madison Avenue Streetscape	999,999.91	999,999.91	0.00
1996 Projects		94,170.50	94,170.50	0.00
97-010	Misc. Bldg Improvements	1,550,482.92	1,534,579.40	15,903.52
97-020	Congress Street Bridge	105,468.56	105,468.56	0.00
97-030	Roadway 96-97	115,000.00	115,000.00	0.00
1997 Projects		2,000,207.75	2,000,207.75	0.00
98-010	Underwood Demolition	2,220,676.31	2,220,676.31	0.00
98-020	Army Reserve Building	1,499,999.80	1,499,999.80	0.00
98-040	Newfield Library	249,994.96	249,994.96	0.00
1998 Projects		124,819.91	124,819.91	0.00
00-010	1999-2000 Roads - Seaside Area	1,874,814.67	1,874,814.67	0.00
02-010	Public Facilities Garage (LoCIP Match)	2,400,162.00	2,400,162.00	0.00
03-010	Wonderland of Ice - Rink Complex	42,572.92	42,572.92	0.00
05-010	Wonderland of Ice - Final Phase	2,222,529.00	2,222,529.00	0.00
05-020	East Side Sidewalks - G1 Project	800,000.00	469,942.56	330,057.44
05-030	City Paving / Sidewalks / Streetscapes	1,000,000.00	661,358.42	338,641.58
05-040	ANIMAL SHELTER	2,500,000.00	2,473,145.22	26,854.78
05-050	Misc. Bldg Improvements	2,500,000.00	2,500,000.00	0.00
06-020	Black Rock Library Renovation	200,000.00	3,929.12	196,070.88
06-060	Fairchild Wheeler Golf Course Phase II	2,475,000.00	1,870,435.43	604,564.57
06-030	Animal Shelter Complex Improvements	1,000,000.00	1,000,000.00	0.00
06-040	City Paving / Sidewalks / Streetscapes	1,799,999.50	1,799,999.50	0.00
06-010	Public Park improvements	500,000.00	500,000.00	500,000.00
06-050	Beardsley Park Improvements	500,000.00	104,858.00	395,142.00
07-010	Emergency Communications Center Constr.	500,000.00	4,250.00	495,750.00
09-020	Communication Tower - City Hall	3,300,000.00	3,300,000.00	0.00
09-010	Communication Tower - Sylvan Avenue	383,900.00	383,900.00	383,900.00
NEW	Roadway Paving 2010-2011	245,980.00	245,980.00	245,980.00
NEW	City Beautification / Improvements	3,000,000.00	3,000,000.00	3,000,000.00
		2,804,000.00	2,804,000.00	2,804,000.00
<b>TOTALS FOR CURRENT PROJECTS 6/3/2010</b>		<b>50,759,782.12</b>	<b>41,422,917.35</b>	<b>9,336,864.77</b>
<b>TOTAL ENTITLEMENT</b>		<b>50,760,559.00</b>		
UNAPPROPRIATED BALANCE (JULY 2010)		<b>776.88</b>		

# Local Capital Improvement Program - Summary Report

6/3/2010

Town Name	Year	Project Number	Project Type	Approved Amount	Expended Amount	Project Balance	Total Entitlement	Available Balance
Bridgeport(15)	1988	015-88-010	BLDGS	\$200,000.00	\$200,000.00			
	1988	015-88-020	PARKS	\$56,453.25	\$56,453.25			
	1988	015-88-030	PARKS	\$209,475.00	\$209,475.00			
	1989	015-89-010	BLDGS	\$1,500,000.00	\$1,500,000.00			
	1989	015-89-020	PARKS	\$9,367.00	\$9,367.00			
	1989	015-89-030	PARKS	\$20,030.60	\$20,030.60			
	1989	015-89-040	PARKS	\$38,532.00	\$38,532.00			
	1989	015-89-050	PARKS	\$11,998.00	\$11,998.00			
	1989	015-89-060	PARKS	\$5,999.00	\$5,999.00			
	1989	015-89-070	PARKS	\$0.00	\$0.00			
	1989	015-89-090	PARKS	\$121,013.00	\$121,013.00			
	1990	015-90-010	BRIDGE	\$575,000.00	\$575,000.00			
	1992	015-92-010	PARKS	\$350,000.00	\$350,000.00			
	1992	015-92-020	BLDGS	\$123,287.00	\$123,287.00			
	1992	015-92-030	BLDGS	\$69,044.85	\$69,044.85			
	1992	015-92-040	PARKS	\$1,080,534.63	\$1,080,534.63			
	1992	015-92-050	ROADS	\$3,689,728.39	\$3,689,728.39			
	1992	015-92-060	ROADS	\$716,621.16	\$716,621.16			
	1992	015-92-070	ROADS	\$31,155.10	\$31,155.10			
	1992	015-92-080	BLDGS	\$0.00	\$0.00			
	1992	015-92-090	BLDGS	\$2,784.00	\$2,784.00			
	1992	015-92-100	BLDGS	\$107,341.94	\$107,341.94			
	1992	015-92-110	BLDGS	\$0.00	\$0.00			
	1992	015-92-120	BLDGS	\$0.00	\$0.00			
	1992	015-92-130	BLDGS	\$0.00	\$0.00			
	1992	015-92-140	BLDGS	\$21,708.70	\$21,708.70			
	1992	015-92-150	BLDGS	\$25,000.00	\$25,000.00			

Town Name	Year	Project Number	Project Type	Approved Amount	Expended Amount	Project Balance	Total Entitlement	Available Balance
	1992	015-92-160	BLDGS	\$1,175.01	\$1,175.01			
	1992	015-92-170	BLDGS	\$0.00	\$0.00			
	1992	015-92-180	BLDGS	\$0.00	\$0.00			
	1992	015-92-190	BLDGS	\$75,664.92	\$75,664.92			
	1992	015-92-200	BLDGS	\$0.00	\$0.00			
	1992	015-92-210	BLDGS	\$0.00	\$0.00			
	1992	015-92-220	BLDGS	\$30,233.19	\$30,233.19			
	1992	015-92-230	BLDGS	\$274,483.84	\$274,483.84			
	1992	015-92-240	BLDGS	\$1,980,135.00	\$1,980,135.00			
	1992	015-92-250	ROADS	\$2,835,928.81	\$2,835,928.81			
	1992	015-92-260	PARKS	\$89,322.82	\$89,322.82			
	1992	015-92-270	BRIDGE	\$15,069.32	\$15,069.32			
	1992	015-92-280	BLDGS	\$173,257.85	\$173,257.85			
	1993	015-93-010	BLDGS	\$0.00	\$0.00			
	1993	015-93-040	BLDGS	\$225,000.00	\$225,000.00			
	1994	015-94-010	BLDGS	\$638,000.00	\$638,000.00			
	1994	015-94-020	ROADS	\$200,200.00	\$200,200.00			
	1994	015-94-030	BLDGS	\$79,144.02	\$79,144.02			
	1995	015-95-010	ROADS	\$300,000.00	\$300,000.00			
	1995	015-95-020	BLDGS	\$56,976.40	\$56,976.40			
	1995	015-95-030	ROADS	\$1,000,000.00	\$1,000,000.00			
	1996	015-96-010	BLDGS	\$400,000.00	\$384,096.48			
	1996	015-96-020	ROADS	\$56,312.51	\$56,312.51			
	1996	015-96-030	ROADS	\$999,999.91	\$999,999.91			
	1996	015-96-040	ROADS	\$94,170.50	\$94,170.50			
	1997	015-97-010	BLDGS	\$105,468.56	\$105,468.56			
	1997	015-97-020	BRIDGE	\$115,000.00	\$115,000.00			
	1997	015-97-030	ROADS	\$2,000,207.75	\$2,000,207.75			
	1998	015-98-010	BLDGS	\$1,499,999.80	\$1,499,999.80			
	1998	015-98-020	BLDGS	\$249,994.96	\$249,994.96			
	1998	015-98-030	BLDGS	\$0.00	\$0.00			
	1998	015-98-040	BLDGS	\$124,819.91	\$124,819.91			
							\$15,903.52	

Town Name	Year	Project Number	Project Type	Approved Amount	Expended Amount	Project Balance	Total Entitlement	Available Balance
	2000	015-00-010	ROADS	\$2,400,162.00	\$2,400,162.00			
	2002	015-02-010	BLDGS	\$42,572.92	\$42,572.92			
	2003	015-03-010	PARKS	\$2,222,529.00	\$2,222,529.00			
	2005	015-05-010	BLDGS	\$800,000.00	\$469,942.56	\$330,057.44		
	2005	015-05-020	SIDEWALK/PA VE	\$1,000,000.00	\$661,358.42	\$338,641.58		
	2005	015-05-030	ROADS	\$2,500,000.00	\$2,473,145.22	\$26,854.78		
	2005	015-05-040	BLDGS	\$2,500,000.00	\$2,500,000.00			
	2005	015-05-050	BLDGS	\$200,000.00	\$3,929.12	\$196,070.88		
	2006	015-06-010	PARKS	\$500,000.00	\$104,858.00	\$395,142.00		
	2006	015-06-020	BLDGS	\$2,475,000.00	\$1,870,435.43	\$604,564.57		
	2006	015-06-030	BLDGS	\$1,799,999.50	\$1,799,999.50			
	2006	015-06-040	SIDEWALK	\$500,000.00	\$0.00	\$500,000.00		
	2006	015-06-050	PARKS	\$500,000.00	\$4,250.00	\$495,750.00		
	2006	015-06-060	PARKS	\$1,000,000.00	\$1,000,000.00			
	2007	015-07-010	BLDGS	\$3,300,000.00	\$3,300,000.00			
	2009	015-09-010	COMMUN	\$245,980.00	\$0.00	\$245,980.00		
	2009	015-09-020	COMMUN	\$383,900.00	\$0.00	\$383,900.00		
Subtotal for Bridgeport (15)				\$41,422,917.35	\$3,532,864.77	\$50,760,559.00	\$5,804,776.88	
<b>Grand Total</b>				<b>\$44,955,782.12</b>	<b>\$41,422,917.35</b>	<b>\$3,532,864.77</b>	<b>\$50,760,559.00</b>	<b>\$5,804,776.88</b>

**\*44-09 Consent Calendar**

Disposition of City Owned Property by auction, Sale to Abutter or Bridgeport Housing Authority.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: September 7, 2010**

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

Attest:   
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

## **\*44-09 Consent Calendar**

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

**WHEREAS**, the Bridgeport City Council has the legal authority to dispose of city-owned property; and these listed properties were approved for disposition by the City Planning and Zoning Commission on November 30, 2009; and subsequently approved for disposition by City Hall Committee on February 04, 2010; and

**WHEREAS**, it is essential that the sale of city-owned property adhere to a transparent and open process for all residents and businesses to participate, wherein a public auction for some buildable properties is the best way to achieve those means; and

**WHEREAS**, certain city-owned property is located between two abutting property owners and located on small silvers or non-buildable lots, of which the best use of such parcels would be to transfer the abutting property owner for the highest offer, increasing their land size while returning to the tax roles and decreasing the City's responsibility in maintaining said parcels; and

**WHEREAS**, it is important that prior to the locally advertised public auction, permission to sell upfront such city-owned properties to the highest and best offer; and should said property not close within the time set by auction guidelines, said property shall be offered to the next highest and best offer for a swift transaction; NOW, THEREFORE BE IT



Report of Committee on ECD and Environment  
 \*44-09 Consent Calendar

-2-

**RESOLVED**, that the City Council authorizes the Mayor and/or the Director of OPED to execute any contracts or agreements, or to take any other such necessary actions consistent with and to effectuate the purposes of this resolution said authorization conditional upon the contingency that all abutting property owners be notified of the potential sale or auction of this property by certified mail:

- (1) Offer the following properties to members of the community through a transparent public auction process, accepting the highest and best price for each property at the following locations;

**Disposition of City-Owned Parcels by auction or sale to Abutter or to Housing Authority of the City of Bridgeport**

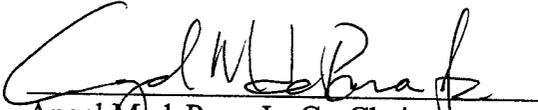
NUMBER	ADDRESS	HOUSE TYPE	Block/Lot	Recommendation
115	Dodd Avenue	Lot	2737-1B	Sell
216	Cloverhill Street	Lot	2797-45	Sell
329	Hollister Avenue	2-Fam	635-19	Sell
129	Washington ter	Lot	1059-14	Sell
415	Carroll Avenue	1-Fam	633-37	Sell
267	James Street	Lot	1036-15	Sell
145	Andover Street	Lot	308-36	Sell
117	Andover Street	Lot	308-28	Sell
94	Albion Street	Lot/blg	308-28	Sell



Report of Committee on ECD and Environment  
\*44-09 Consent Calendar

-3-

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

  
Angel M. dePara, Jr. Co-Chairman

\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

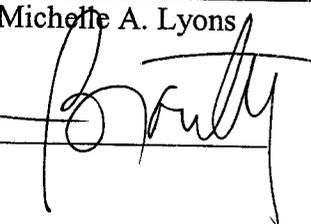
\_\_\_\_\_  
Lydia Martinez

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

\_\_\_\_\_  
Michelle A. Lyons

  
M. Evette Brantley



**\*46-09 Consent Calendar**

Disposition of City Owned Property 751 Kossuth Street  
to The Boys and Girls Club of Bridgeport, Inc. (BGC)

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**Report  
of  
Committee  
on  
ECB & Environment**

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**Submitted: September 7, 2010**

Adopted: 

Attest: \_\_\_\_\_  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

## **\*46-09 Consent Calendar**

### **A Resolution by the Bridgeport City Council Regarding the Disposition of 751 Kossuth Street**

**Whereas**, 751 Kossuth Street (the Property) is a small parcel with a history of illegal dumping and property tax delinquency; and

**Whereas**, the City of Bridgeport, acquired the Property via property tax foreclosure in 2007; and

**Whereas**, Property shares a boundary with the Jerome Orcutt Club (Orcutt), operated by the Boys and Girls Clubs of Bridgeport, Inc. (BGC), located at 88 Park Street, with a mailing address of 102 Park Street; and

**Whereas**, Orcutt's operations serve a significant number of the City's youth, yet there is no outdoor activity area; and

**Whereas**, the BGC has expressed a strong interest in incorporating the Property into Orcutt's operations; and

**Whereas**, it is in the best interests of the City to support the work of BGC; and

**Whereas**, BGC seeks no warranties from the City regarding the environmental condition, survey boundaries, physical condition or title of the Property; Now, therefore be it

**Resolved**, that the Bridgeport City Council authorizes the Mayor to take all necessary actions on behalf of the City of Bridgeport to transfer the ownership of the Property to the BGC for a price of \$1; and be it further



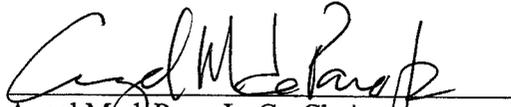
Report of Committee on ECD and Environment  
\*46-09 Consent Calendar

-2-

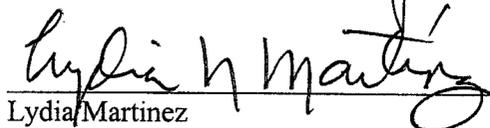
**Resolved** that the transfer of the property to the BGC is subject to:

1. BGC first providing the City with a mutually acceptable site plan for the Property; and
2. The City's rights of reversion, to be exercised at the sole discretion of the City at such a time when BGC ceases continuous operations of Orcutt, and/or BGC fails to adequately secure, maintain, and utilize the Property in accordance with the aforementioned site plan.

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

  
Angel M. dePara, Jr. Co-Chairman

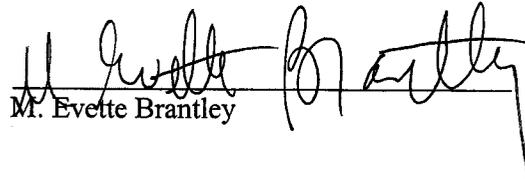
\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia Martinez

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

\_\_\_\_\_  
Michelle A. Lyons

  
M. Evette Brantley

Reappointment of Jose Tiago (D) to Planning & Zoning Commission.

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Report  
of  
Committee  
on

Miscellaneous Matters

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Submitted: September 7, 2010

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

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



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

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

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

**\*121-09 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, reappointed to the Planning & Zoning Commission in the City of Bridgeport and that said reappointment, be and hereby is, approved, ratified and confirmed.

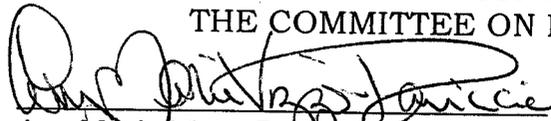
**NAME**

**TERM EXPIRES**

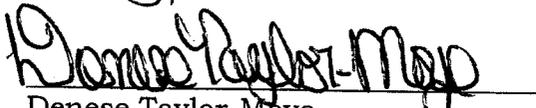
Jose Tiago (D)  
2445 Park Avenue, #50  
Bridgeport, CT 06604

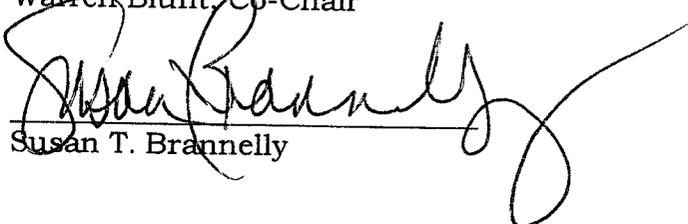
December 31, 2012

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Pantecia, Co-Chair

\_\_\_\_\_  
Warren Blunt, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

  
\_\_\_\_\_  
Robert Walsh

Council Date: September 7, 2010

**\*122-09 Consent Calendar**

Appointment of Bruce Gallo (D) to the Energy Improvement District Board.

**Report  
of  
Committee  
on**

**Miscellaneous Matters**

**Submitted: September 7, 2010**

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

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

*[Handwritten Signature]*

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:

**\*122-09 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Energy Improvement District Board in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

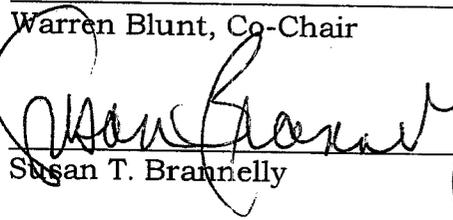
**TERM EXPIRES**

Bruce Gallo (D)  
50 Battery Park Drive  
Bridgeport, CT 06605

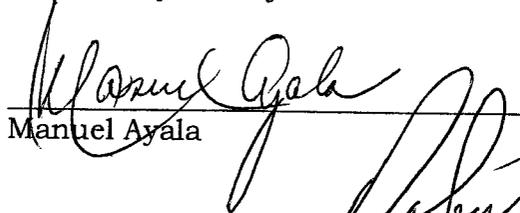
December 31, 2013

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Panfeia, Co-Chair

\_\_\_\_\_  
Warren Blunt, Co-Chair  
  
\_\_\_\_\_  
Susan T. Brannelly

\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

  
\_\_\_\_\_  
Robert Walsh

**\*123-09 Consent Calendar**

Appointment of Adrienne Houel (R) to the Energy Improvement District Board.

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**Report  
of  
Committee  
on**

**Miscellaneous Matters**

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**Submitted: September 7, 2010**

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



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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

**\*123-09 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Energy Improvement District Board in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

Adrienne Houel (R)  
1385 Chopsey Hill Road  
Bridgeport, CT 06606

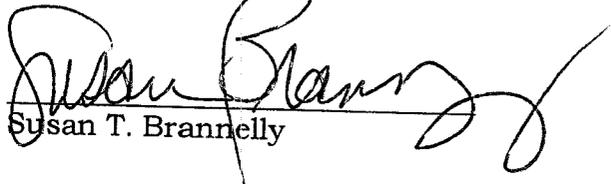
December 31, 2014

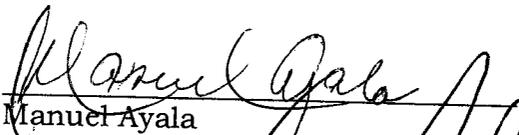
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Panuccia, Co-Chair

Warren Blunt, Co-Chair

  
Denese Taylor-Moye

  
Susan T. Brannelly

  
Manuel Ayala

Carlos Silva

  
Robert Walsh

**\*124-09 Consent Calendar**

Appointment of Jack E. McGregor (R) to the Energy Improvement District Board.

**Report  
of  
Committee  
on**

**Miscellaneous Matters**

**Submitted: September 7, 2010**

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

*Mark A. Korman*

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:

**\*124-09 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Energy Improvement District Board in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

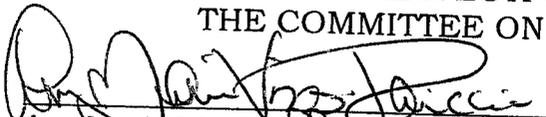
**NAME**

**TERM EXPIRES**

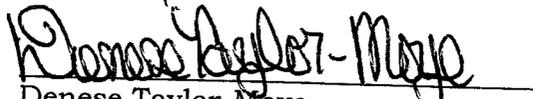
Jack E. McGregor (R)  
140 Anchorage Drive  
Bridgeport, CT 06605

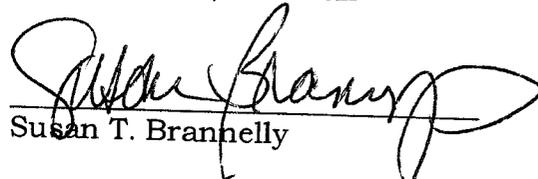
December 31, 2012

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Pariccia, Co-Chair

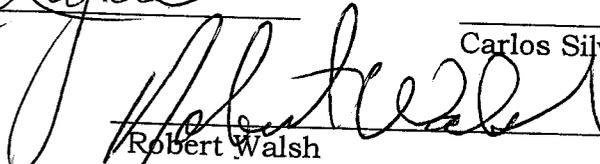
\_\_\_\_\_  
Warren Blunt, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

  
\_\_\_\_\_  
Robert Walsh

**\*125-09 Consent Calendar**

Appointment of Joseph Giaquinto (D) to the Ethics Commission.

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**Report  
of  
Committee  
on  
Miscellaneous Matters**

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**Submitted: September 7, 2010**

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

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



City Clerk

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Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

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

**\*125-09 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Ethics Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

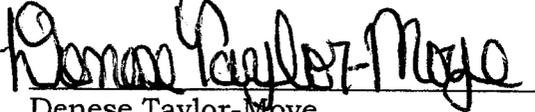
Joseph Giaquinto (D)  
253 Rosewood Place  
Bridgeport, CT 06610  
\*Replaces: Jeffrey Kohut

December 31, 2011

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Panizza, Co-Chair

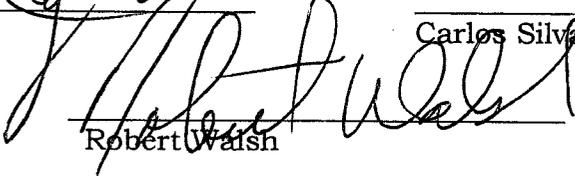
\_\_\_\_\_  
Warren Blunt, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

  
\_\_\_\_\_  
Robert Walsh

Council Date: September 7, 2010

**\*126-09 Consent Calendar**

Appointment of Walter Faherty (D) as an alternate to the Zoning Board of Appeals.

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**Report  
of  
Committee  
on**

**Miscellaneous Matters**

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**Submitted: September 7, 2010**

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



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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

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

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

**\*126-09 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed as an alternate to the Zoning Board of Appeals in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

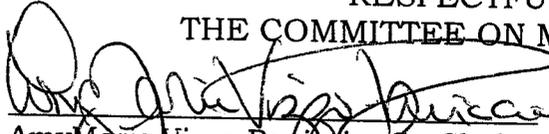
**NAME**

**TERM EXPIRES**

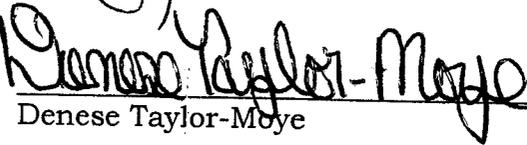
Walter Faherty (D)  
27 Myrtle Avenue  
Bridgeport, CT 06604  
\*Alternate

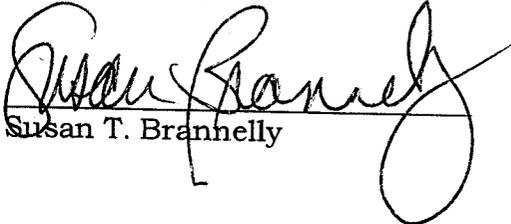
December 31, 2011

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Paniccia, Co-Chair

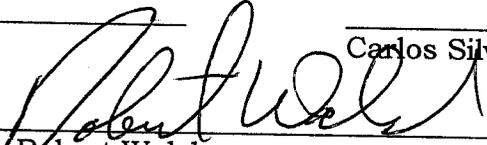
Warren Blunt, Co-Chair

  
Denese Taylor-Moye

  
Susan T. Brannelly

Manuel Ayala

Carlos Silva

  
Robert Walsh

Council Date: September 7, 2010

103-09

Resolution requiring City Department and Staff Directory be made available in document form.  
**DENIED**

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**Report  
of  
Committee  
on  
Miscellaneous Matters**

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Submitted: September 7, 2010

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



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

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

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

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

103-09

**Resolved**, that the following resolution as proposed requesting the City Department and Staff Directory be made available in document form be, and it hereby is, **DENIED**:

**Whereas**, the City of Bridgeport Information Technology Services Department maintains all voice and data networks, telephone system, e-mail system, telecommunications infrastructure, communications systems and services, including all hardware, software, applications, databases and storage media; and

**Whereas**, the City of Bridgeport Information Technology Services Department maintains files of department and staff contact information including telephone numbers and e-mail addresses; and

**Whereas**, the City of Bridgeport Information Technology Services Department maintains directories of contact information in Outlook (e-mail), Webmail (remote access to e-mail), BlackBerrys (smart phones) as well as department head directories on the City website; Now, therefore be it

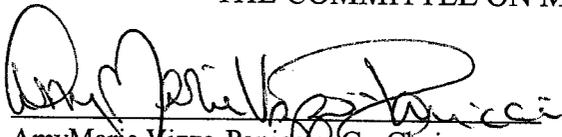
**Resolved** that the City Council requests that the City of Bridgeport Information Technology Services Department introduce and maintain a comprehensive directory of contact information for departments and staff in a format that can be printed and copied as needed.



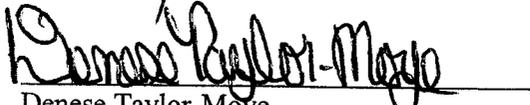
Report of Committee on Miscellaneous Matters  
103-09

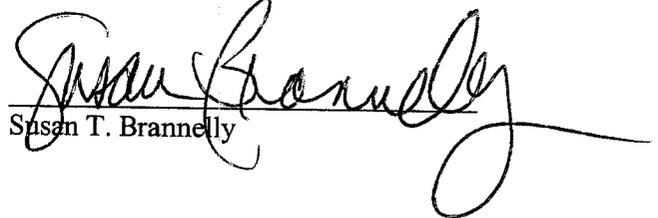
-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, Co-Chair

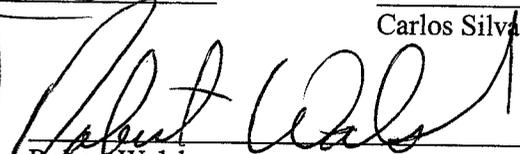
\_\_\_\_\_  
Warren Blunt, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

  
\_\_\_\_\_  
Robert Walsh

113-09

Refund of Excess Payments.

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Report  
of  
Committee  
on

Miscellaneous Matters

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Submitted: September 7, 2010

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

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

*Shirley A. Korman*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

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

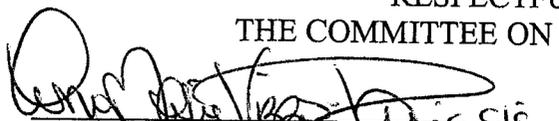
The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

113-09

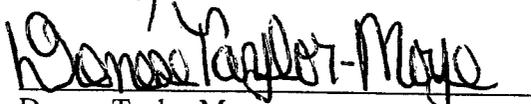
**BE IT RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

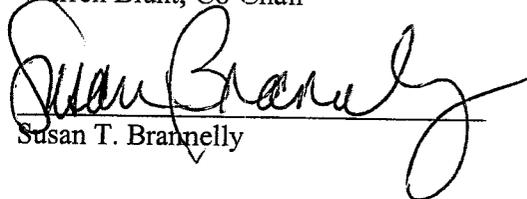
<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
Stamford Wrecking Company 30 Nutmeg Drive Trumbull, CT 06611	12-129	\$14,254.50
Standard Demolition Service 30 Nutmeg Drive Bridgeport Ct 06611	12-129	\$14,254.50

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
AmyMarie Vizzo-Pariccia, Co-Chair

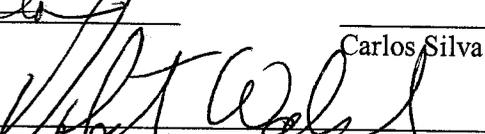
\_\_\_\_\_  
Warren Blunt, Co-Chair

  
Denese Taylor-Moye

  
Susan T. Brannelly

  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

  
Robert Walsh

Council Date: September 7, 2010

114-09

Refund of Excess Payments.

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Report  
of  
Committee  
on  
Miscellaneous Matters

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Submitted: September 7, 2010

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

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



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

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

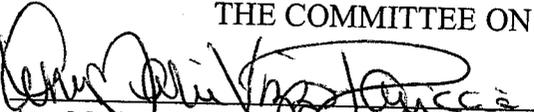
The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

114-09

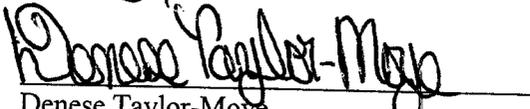
**BE IT RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

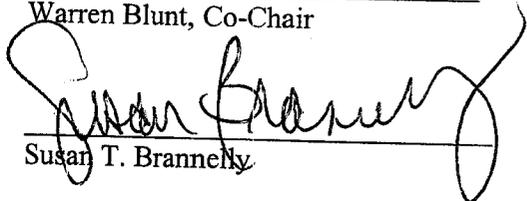
<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
Mansfield Construction Inc. 29 Vintage Road Trumbull, CT 06611	12-129	\$65,119.60

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
AmyMarie Vizzo-Paniccia, Co-Chair

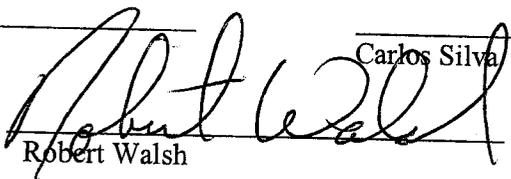
Warren Blunt, Co-Chair

  
Denese Taylor-Moye

  
Susan T. Brannely

Manuel Ayala

Carlos Silva

  
Robert Walsh

127-09

Refund of Excess Payments.

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Report  
of  
Committee  
on

Miscellaneous Matters

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Submitted: September 7, 2010

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

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



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

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

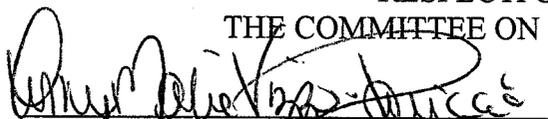
The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

127-09

**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.

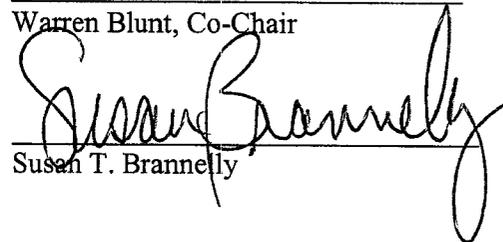
<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
Standard Demolition Services Stephen Goldblum 30 Nutmeg Drive Trumbull, CT 06611	12-129	\$13,931.25
Stamford Wrecking Company Irving Goldblum 30 Nutmeg Drive Trumbull, CT 06611	12-129	\$6965.64

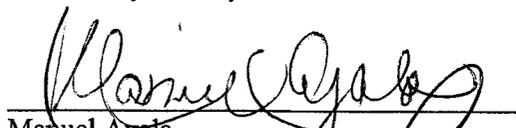
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Panofka, Co-Chair

\_\_\_\_\_  
Warren Blunt, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Manuel Ayala

\_\_\_\_\_  
Carlos Silva

  
\_\_\_\_\_  
Robert Walsh

119-09 (Ref #94-07)

First Amendment to Agreement with the State of  
Connecticut for Airport Improvement Projects at  
Sikorsky Memorial Airport re: State File No. AERO  
5800-1569

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Report  
of  
Committee  
on  
Contracts

Submitted: September 7, 2010

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

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



City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

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

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

119-09 (Ref#94-07)

**Resolved**, that Bill Finch is duly authorized in his capacity as Mayor of the City of Bridgeport to enter into an amendment with the State of Connecticut for State File for No. AERO 5800-1569 for various projects at Igor Sikorsky Memorial Airport.

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

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
THE CITY OF BRIDGEPORT  
FOR  
AIRPORT IMPROVEMENT PROJECTS  
AT  
BRIDGEPORT SIKORSKY MEMORIAL AIRPORT**

**FILE NO. AERO 5800-1569**

State Project No. DOT00150327CN	FAA Project No. 3-09-0002-16
State Project No. DOT00150326CN	FAA Project No. 3-09-0002-17
State Project No. DOT00150328CN	FAA Project No. 3-09-0002-19
State Project No. DOT00150332CN	FAA Project No. 3-09-0002-20
State Project No. DOT00150321CN	FAA Project No. 3-09-0002-21
State Project No. DOT00150324CN	FAA Project No. 3-09-0002-22
State Project No. DOT00150333CN	FAA Project No. 3-09-0002-23

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ by and between the State of Connecticut, Department of Transportation, hereinafter referred to as the State, and the City of Bridgeport, Connecticut, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the State and the Municipality executed an Agreement, No. 8.01-03(08), dated April 3, 2009, entitled "Agreement Between the State of Connecticut and the City of Bridgeport for Airport Improvement Projects at Bridgeport Sikorsky Memorial Airport (hereinafter "Act"), hereinafter referred to as the Original Agreement, and

WHEREAS, the parties hereto desire to amend the Original Agreement; and

WHEREAS, the State, pursuant to Section 13b-50(e) of the General Statutes of Connecticut, as revised, is authorized to render financial assistance by grant of funds to any municipality for improvement of an airport owned or controlled by such municipality.

NOW, THEREFORE, KNOW YE the parties hereto agree as follows:

1. **That Article 3 of the Original Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:**

"3. Payments shall be made by the State upon verification of Project completion and shall be based on final FAA determination of cost and reimbursement."

2. **The Original Agreement is hereby amended by deleting paragraphs 18 and 26 thereof.**

3. **That Article 34 of the Original Agreement is hereby amended by deleting the last two sentences of paragraph B and substituting the following for paragraph C:**

"C. That the Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement."

4. **That Article 41 of the Original Agreement is hereby deleted and the following language is substituted in lieu thereof:**

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.

5. **All terms and conditions of the Original Agreement not specifically amended, deleted, or revised herein are and shall remain in full force and effect.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
Jeffrey A. Parker, Commissioner

BY: \_\_\_\_\_ (seal)  
Albert A. Martin  
Deputy Commissioner

DATE: \_\_\_\_\_

SECOND PARTY  
CITY OF BRIDGEPORT

BY: \_\_\_\_\_  
William Finch  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

DATE: \_\_\_\_\_



# 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:

**129-09**

**A Resolution Approving a "Lease and Option to Purchase Agreement"  
For 485 Howard Avenue**

**Whereas**, the City of Bridgeport is desirous of leasing and potentially purchasing the real property located at 485 Howard Avenue for use by the Police Department; and

**Whereas**, "Four Kids Enterprises, LLC," the owner of 485 Howard Avenue, and the City of Bridgeport have reached an agreement on the terms of the attached "Lease and Option to Purchase Agreement;" and

**Whereas**, the "Lease and Option to Purchase Agreement," has been reviewed and approved by the City Hall Committee and has received a favorable 8-24 review from the Planning and Zoning Commission; Now, therefore be it

**Resolved**, that the attached "Lease and Option to Purchase Agreement" for 485 Howard Avenue is approved; and be it further

**Resolved**, that the Mayor or his delegate is authorized to execute all documents and do all other things necessary in connection with such transaction.

**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

City Council: September 7, 2010

Tabled and Ref'd back to Committee on 9/7/2010

## LEASE AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_ in the year 2010 between **Four Kids Enterprises, LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices located at 485 Howard Avenue in the City of Bridgeport, County of Fairfield and State of Connecticut, (hereinafter designated as the "**Lessor**") and the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "**Lessee**").

### WITNESSETH:

1. **PREMISES.** In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demises and leases unto the Lessee the land and improvements located at 485 Howard Avenue, in the City of Bridgeport, Fairfield County, Connecticut as more particularly set forth and described on **Schedule A** attached hereto and made a part hereof ("**Premises**").
2. **TERM; USE; CONFIDENTIALITY.** (a) The Lessor grants to the Lessee the exclusive right to occupy said Premises in quiet and undisturbed possession for a term of three (3) years commencing either (i) the first day of September, 2010 or (ii) such other date that is the first day of the month following approval of this Agreement by the Bridgeport City Council, or (iii) such other date as the parties may mutually agree, provided that Lessee makes all payments hereinafter provided ("**Term**"). The Premises shall be used and occupied by the Lessee for no other purpose than that for which the Premises are leased, namely operations and activities of the Bridgeport Police Department ("**Use**"). Due to the confidential nature of police operations, the Lessor agrees to enter into a confidentiality agreement ("**Confidentiality Agreement**") in the form attached hereto as **Schedule B**.
3. **RENT.** Lessee agrees to pay to the Lessor as rent for the Premises annually the sum of One Hundred Fifty-Seven Thousand (\$157,000.00) Dollars ("**Rent**"), which Rent shall be paid in equal monthly installments of Thirteen Thousand Eighty-Three and 33/100 (\$13,083.33) Dollars on the first day of each and every month during the Term hereof, in advance. The Lessor agrees that the Lessee shall pay the Rent monthly on the Lessor's behalf to the Lessor's lender, the Grow America Fund ("**Lender**") in connection with that certain [promissory note and mortgage dated \_\_\_\_\_ and recorded in Book \_\_\_\_ at Page \_\_\_\_ of the Bridgeport Land Records] at the following address or at such other address as the Lender shall designate from time to time:  
  
[Lender Address]
4. **WASTE AND REPAIRS.** Lessee agrees to keep the entire Premises in good repair, and at the end of the Term shall deliver the Premises to the Lessor in good order and condition, reasonable wear and tear and deterioration by the elements excepted.
5. **PROHIBITION AGAINST ASSIGNMENT, SUBLETTING, AND ALTERATIONS.** The Lessee shall not assign, sublet, mortgage or pledge this Agreement, nor let the whole or any part of the Premises, nor make any structural alterations in the Premises without the Lessor's prior written consent, which the Lessor agrees will not be unreasonably withheld or delayed; nor in any event permit the Premises to be occupied for any business or purpose deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in the Premises that will in any way increase the rate of fire insurance on the building or on the property kept herein; and in the event that, by reason of acts of the Lessee, there

shall be any increase in the rate of insurance on the building or the contents thereof, the Lessee hereby agrees to pay such increase. The acceptance of Rent by the Lessor from any assignee, subtenant, or successor in interest of the Lessee, with or without notice, shall not relieve the Lessee herein from the obligations hereunder, nor shall it be deemed to waive the right of the Lessor at any time thereafter to elect to terminate this agreement on account of such assignment, subletting or transfer thereof.

6. LAWS AND GOVERNMENTAL REGULATIONS. The Lessee agrees to comply promptly with all laws, rules and orders of Federal, State and Municipal Governments, including the City of Bridgeport, and all of their departments applicable to the Premises.

7. INDEMNIFICATION; SELF-INSURANCE.

(a) **Indemnification.** To the fullest extent permitted by law, the Lessee, its contractors and agents (the "**Indemnitor**"), agrees to indemnify, save and hold the Lessor, its employees and agents (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, and reasonable attorneys' fees that arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Premises; and (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

(b) **Insurance.** The Lessee is self-insured as to all of its obligations under this Lease, including but not limited to any damage to the premises. Upon the execution of this Agreement, the Lessee shall provide an original letter from the Office of the City Attorney in the form attached hereto as **Schedule C**.

(c) **Incremental Cost of Insurance.** In the event that the Lessor's insurance costs for the Premises are increased as a direct result of the Lessee's presence and activities, the Lessor will notify the Lessee of such incremental cost increase with backup documentation reasonably satisfactory to the Lessee and the Lessee shall pay the incremental cost increase as part of the monthly Rent next becoming due.

8. EXTRA EXPENDITURES. In the event that the Lessor shall make any expenditure for which the Lessee is responsible under this Agreement within thirty (30) days after written notice, then the amount thereof shall be payable within ten (10) days of written demand or may at the Lessor's sole election be added to and be deemed a part of the installment of Rent next coming due.

9. ADDITIONS AND IMPROVEMENTS. Before Lessee desires to make alterations, additions or improvements to the Premises, it shall request in writing the Lessor's consent ("**Consent**"), which request shall include a disclosure of the Lessee's plans. The Lessor shall not delay, withhold or deny its Consent using its commercial business judgment, reasonably exercised. Upon receipt of Consent, the Lessee shall make the approved alterations, additions or improvements in compliance with all requirements of public agencies and authorities having jurisdiction over the Premises. All alterations, additions and improvements (except trade fixtures) installed at the Lessee's expense shall become the property of the Lessor upon a default by Lessee that is not cured pursuant to this Agreement and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Agreement.

10. RIGHT OF ENTRY. The Lessor or its representatives shall have the right to enter into the upon said Premises or any part thereof subject to the terms of the Confidentiality Agreement at all reasonable

hours in the case of an emergency to examine the Premises and the Lessee shall not be entitled to any abatement or reduction or Rent but at all other times shall give the Lessee twenty-four (24) hours prior notice. Lessor shall have the further right, upon the occurrence of a Lessee default, to install "For Rent" or "For Sale" signs on the Premises. In exercising the rights under the within paragraph, the Lessor agrees that it will not unreasonably interfere with the Lessee's Use.

11. SIGNS. The Lessee shall not place any signs at, in, or about the Premises except as and where first approved by the Lessor, and the Lessor shall have the right to remove any sign when and if approved in order to paint the building or Premises or make other repairs or alterations.

12. CONDEMNATION. If the Premises shall be taken or condemned in whole or in part, then the term of this Agreement shall, at the option of the Lessor, forthwith cease and terminate, and the Lessor shall be entitled to that portion of the award relating to the ownership of the land and the Lessee shall be entitled to receive the value of its leasehold interest and improvements in the Premises and the Rent shall abate proportionately in the case of a partial taking of the Premises demised under this Agreement.

13. REAL ESTATE TAXES. Real estate taxes due and payable by Lessor on the Premises shall be deemed included in the Rent payable hereunder. Real estate taxes must be paid current at the execution of this Lease. Lessor shall be responsible for paying all real estate taxes in a timely manner and shall provide the Lessee with evidence of payment no later than January 31<sup>st</sup> and July 31<sup>st</sup> of each year during the Term, provided, however, that, so long as the Rent is being paid by the Lessee to the Lender, the Lender shall pay all real estate taxes in a timely manner.

14. WAIVER OF BREACH. No waiver at any time of the right to terminate this agreement shall impair the right of the Lessor to insist upon such termination in the event of the Lessor subsequently acquiring such right, nor shall the acceptance of Rent at any time constitute such waiver or waiver of damages, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction to enforce the Lessor's rights.

15. MORTGAGES. This Agreement is and shall always be subordinate to any mortgage or mortgages obtained from a bona fide lending institution, which now or shall at any time be placed upon the Premises, and the Lessee agrees to execute and deliver any instrument, without cost, which may be deemed necessary to further effect the subordination of this Agreement to any such mortgage or mortgages. During the Term, the Lessee may request a non-disturbance agreement from any mortgage holder.

16. LIEN FOR RENT. All property of the Lessee in or upon the Premises is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all rents and other sums agreed to be paid by the Lessee herein should the Lessee herein be in default of any payment or other obligation to the Lessor which remains unpaid after notice of default and failure to cure.

17. MODIFICATION. No provisions of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by the Lessor and Lessee.

18. NUISANCES. The business of the Lessee will be conducted in such a manner as not to create any nuisance nor to interfere with, annoy or disturb other tenants or the Lessor in the management of the building.

19. FIRE CLAUSE. In the event that the Premises leased, or the building of which the same is a part, shall be partially damaged by fire or the elements, the Lessee shall give immediate notice thereof to the Lessor, and the same shall be repaired as speedily as possible (but due allowance shall be made for any delay arising in connection with adjustment of the fire insurance loss, or from other causes beyond the Lessor's or the Lessee's sole control) and the Rent accruing to the Lessor shall not cease. The Lessee shall be responsible for making prompt repairs to the Premises if the damage was caused by Lessee's negligence and in all other cases such repairs shall be the responsibility of the Lessor as beneficiary under

the property, fire and casualty insurance policy kept by Lessor to protect the Premises. In the event a part of the Premises is so damaged as to make a part thereof untenable, the Rent shall not cease but shall be adjusted pro rata for the portion of the Premises that is untenable for the period that it remains so. In the event that the damage should be so extensive as to render a substantial portion of the Premises untenable in the reasonable judgment of the Lessee upon written notice from the Lessee, the Lessee may declare that it no longer wishes to occupy the Premises, whereupon this Agreement shall terminate and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination.

20. DEFAULTS; REMEDIES. In the event that the Lessee shall default in the payment of Rent the Lessor shall give ten (10) days written notice of such default, and the Lessee shall cure such default within such period. In the event that the Lessee shall default in said Lease by violating or omitting to perform any of the provisions herein contained, the Lessor shall give thirty (30) days written notice of such default, violation or omission, and the Lessee shall cure said default within such period, unless due to the nature of the default it cannot be cured within such 30-day period in which case the Lessee shall be entitled to additional thirty (30) day period in which to cure such default provided that the Lessee is pursuing such cure with its best efforts and due diligence. If the default has not been cured within such time period, this Agreement shall cease and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination. Upon termination, the Lessor or Lessor's agents or representatives may re-enter said Premises by summary proceedings without being liable for prosecution therefor, take possession of said Premises and remove all persons therefrom. If the Lessor shall elect, Lessor may re-let the same as the agent for the Lessee or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Lessor may be put to in entering and letting, and then to the payment of the Rent payable under this Agreement and the fulfillment of the Lessee's covenants hereunder; the balance (if any) to be paid to the Lessee who shall remain liable for any deficiency. Suit or suits for the recovery of such deficiency or damage may be brought by the Lessor from time to time at the election of the Lessor and nothing herein shall be deemed to require the Lessor to await the date whereon this Agreement or the Term would have expired by limitation had there been no such default by the Lessee.

21. BANKRUPTCY. In the event that the Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor, and upon five (5) days' notice to the Lessee of the exercise of such option, this Agreement shall cease and come to an end.

22. RULES AND REGULATIONS. The Lessor shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the Premises and for the preservation of good order therein, all of which rules and regulations shall be carried out and observed by the Lessee. Lessee agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of the Lessor. Such rules and regulations are attached hereto as **Schedule D**.

23. QUIET POSSESSION. The Lessor hereby covenants that the Lessee, upon paying the Rent as herein reserved, and performing all of the covenants and agreements herein contained on the part of the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised.

24. BINDING UPON PARTIES, ETC. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

25. HOLDING OVER. No holding over and continuing any occupancy or activities by the Lessee after the expiration of the Term herein shall be considered as a renewal or extension of the Term under this Agreement. If, however, the Lessee shall occupy said Premises with or without the consent of the Lessor after the expiration of this Agreement, and Rent is accepted from the Lessee, such occupancy and payment shall be construed as an extension of this Agreement for the period of one month only from the date of such expiration, and occupation thereafter shall operate to extend this Agreement for but one

month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

26. DAMAGE CAUSED BY DEFECTS. Lessor shall not be held liable for damage by reason of any latent defect in the Premises nor shall it be liable for damage to the goods or property of the Lessee caused by water leaks or the failure of water, sewer, or drain pipes. It is understood that this clause shall not apply to any negligent or intentional act or omission of the Lessor.

27. OBLIGATIONS FOR REPAIRS AND MAINTENANCE. The Lessee shall be responsible, at its sole cost and expense, for the construction of any improvements to the Premises, all of which shall require the Lessor's Consent, except as otherwise specifically referred to herein. Lessee shall also be responsible for all ordinary maintenance, repairs and replacements, and for all other expenses related to the Lessee's use of the Premises during the Term. For purposes of this paragraph 27, "replacements" shall mean the Lessee's obligation to replace building fixtures, features or equipment defined by the Internal Revenue Code, as amended, as having a useful life of five(5) years or longer. Lessee's obligations for maintenance, repair and replacment, include but are not limited to the following:

A.

- (a) Salaries, wages, medical and general welfare benefits of Lessee's employees who are used for the operation and maintenance of the Premises and the land on which it stands, including payroll taxes and workers' compensation insurance premiums;
- (b) Electricity, gas, telephone, water, sewer, cable, satellite and other utility costs and fees;
- (c) All heating, air-conditioning and ventilation maintenance costs;
- (d) All utility taxes, if any, surcharges, and all water and sewer charges;
- (e) All personal property taxes and assessments levied against the Lessee's personal property and its leasehold interest in the Premises;
- (f) All costs for construction, repairs, maintenance costs, housekeeping, including building and cleaning supplies, service contracts with others, landscaping, cleaning of parking areas, leaf and snow removal, garbage disposal and the like; and
- (g) All costs of perimeter fencing, gates, locks, security lights, security cameras and the like.

B. In any case where the Lessee conducts a public bidding process for improvements to the Premises, such improvements shall be performed at Lessee's sole expense. In connection with any such public bidding process, the Lessee will make the Lessor's construction company aware of the requirements of the bid and the Lessor may bid on such work, subject to th City's procurement rules and regulations..

28. ABANDONMENT OF PERSONAL PROPERTY. Lessor shall not be responsible or liable for loss in any event from any of the property of the Lessee brought into the Premises or left therein by the Lessee upon the termination of this Agreement. All personal property (including trade fixtures) left at the Premises, upon removal of the Lessee during or at the end of the Term shall be considered as abandoned by Lessee and may be disposed of by Lessor as it sees fit at the expense of Lessee.

29. DISPUTE RESOLUTION.

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

30. NOTICES. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to either of the parties by the other, such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by delivering such notice by recognized overnight carrier or by mailing such notice by certified or registered mail, postage prepaid, return receipt requested, to the address listed in this Agreement or to such other address as either party may from time to time designate by notice given to the other by registered or certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given on the date two (2) days after it is duly delivered to a recognized overnight carrier or after being deposited in any facility of the United States Postal Service.

31. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

32. ENTIRE AGREEMENT. This Agreement and the exhibits and schedules attached hereto contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous agreement or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no effect in interpreting this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

33. PARAGRAPH HEADINGS. The paragraph headings appearing in this Agreement are intended only for the convenience of reference, and are not to be considered in construing this instrument.

34. ENVIRONMENTAL PROVISIONS. [The Capitalized terms used herein are defined at the end of this provision.] The Lessee hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Lessor from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, reasonable attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

- (a) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;
- (b) the imposition of a lien against the Premises, including liability resulting from Lessee's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;
- (c) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

(d) any failure of the Premises or Lessee's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;

(e) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by Lessee in connection with this Agreement. This paragraph shall survive the expiration of the Term or the earlier termination of the Agreement and shall be a continuing obligation of the Lessee and shall be binding upon the Lessee, its successors and permitted assigns, and shall inure to the benefit of the Lessor, its successors and assigns.

### **Definitions**

(i) "Lessee" means the occupant of the Premises or any part thereof and its successors and permitted assigns, officers, directors, partners, employees, agents, representatives, contractors and subcontractors, and including its parent, subsidiary or affiliated corporations.

(ii) "Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

(iii) "Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

(iv) "Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Premises for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Premises.

(v) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, ureaformaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et

seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

(vi) "Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Premises.

(vii) "Premises" means the real property described herein, and its appurtenances.

(viii) "Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

35. OPTION TO PURCHASE. Notwithstanding anything to the contrary contained in this Agreement, the Lessor grants to the Lessee the following option to purchase the Premises:

(a) The Lessor hereby gives, grants, bargains and conveys to the Lessee, an exclusive option to purchase the Premises on the terms and conditions described herein ("**Option**"). The Option shall last for a period commencing on the date first above written and shall expire at 5:00 p.m. on a date sixty (60) days prior to the expiration of the Term ("**Option Period**"). The Option may be exercised at any time during the Option Period, unless this Agreement is earlier terminated as a result of Lessee's default, by the Lessee giving written notice to the Lessor. The purchase price for the Premises shall be determined by establishing the fair market value thereof by independent appraisal. Upon the Lessee's exercise of the Option, each party shall commission an appraisal at its sole cost and expense. The purchase price shall be the average of the fair market value found in the two (2) appraisals, provided, however, that if the fair market values found in such appraisals shall differ by more than ten (10) percent from one another, the matter of valuation shall be submitted to an independent, neutral appraiser selected by the parties' respective appraisers. The neutral appraiser shall determine the fair market value to be paid by the Lessee within thirty (30) days after the matter is submitted to the neutral appraiser, and such value shall be final and binding. If the Lessee does not agree to purchase the Premises based upon the fair market value of thereof determined by the appraisal procedure described above, it shall give prompt notice to the Lessor, in which case the Lessee may elect to either continue to occupy the Premises in accordance with this Agreement or may terminate, in which case this Agreement shall come to an end and the parties shall have no further obligations to one another except for those obligations arising prior to the termination thereof.

(b) The closing date for the transfer of title to the Premises shall be within ninety (90) days after the Option is exercised and fair market value of the Premises is determined in accordance with this Agreement, subject to the Lessee's acceptance of title, as set forth below. Lessee has the right to conduct inspections and testing of the Premises during such 90-day period and may reject the condition of the Premises and elect not to proceed to close title.

(c) Transfer of title to the Premises and all the improvements thereon shall be by full covenant Warranty Deed in Connecticut form free and clear of all liens, charges and encumbrances, clouds and defects, and such other permitted encumbrances agreed to by the Lessee, including such other matters of record, including but not limited to, reservations, limitations, easements and conditions, zoning ordinances, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

(d) Within fifteen (15) days after exercising the Option, the Lessee shall order a preliminary title report in the form of a commitment to issue a title policy requested by Lessee in accordance with the terms of this Agreement, with instructions to the title agent or title company to simultaneously deliver a copy of the report to the Lessor. Within ten (10) days after Lessee receives the title report, the Lessee shall deliver to Lessor a written notice containing all restrictions, reservations, limitations, easements, liens, and conditions of record (collectively,

"Claimed Title Defects") disclosed in the title report which are objectionable to Lessee as not being in accordance with the terms and conditions of this Agreement. Upon receipt of such notice, Lessor shall immediately commence action to cure or remove or remove of record such Claimed Title Defects in accordance with the Standards of Title published by the Connecticut Bar Association ("Standards of Title"). Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(e) The Lessor shall be responsible for delivering fee simple title to the Lessee insurable at ordinary title insurance rates and the Lessee shall bear the responsibility for all closing costs, including but not limited to costs for recording, conveyance taxes, if any, title reports, and premiums for title insurance.

(f) The Lessee's Option shall survive any change of ownership in the Premises or foreclosure thereof.

### 36. MISCELLANEOUS

(a) Nondiscrimination. The Lessee agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations (see Municipal Code of Ordinances, Chapter 3.12) on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.

(b) Singular, Plural, Gender, etc. Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

(c) Independent Contract. This Agreement is entered into solely to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Lessor and the Lessee other than as expressly provided herein. The Lessee acknowledges that the Lessor is not a partner or joint venturer with the Lessee and that the Lessor and Lessee are landlord and tenant only, respectively.

(d) Prohibition Against Assignment. The Lessee may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder. The Lessor may assign its interest in this Agreement at any time to any person or entity that assumes the Lessor's obligations from the date of the assignment hereunder; provided, however, that, absent express consent in writing by the Lessor, such assignment shall not release the Lessor from its obligations to the Lessee hereunder.

(e) No Waiver. No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

(f) Ownership of Documents. All drawings, specifications, surveys, test results, models, plans, permits and other information required from the Lessee by this Agreement shall be the sole and exclusive property of the Lessor.

(g) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Lessor and the Lessee and the Lessee's permitted successors, assigns and legal representatives not inconsistent with this Agreement.

(h) Captions. The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(i) Partial Invalidity. If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Premises by a court of competent jurisdiction, then, notwithstanding the illegality or enforceability of such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken therefrom; provided, however, that this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

(j) Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferrable therefrom, shall survive the completion of or the earlier termination of this Agreement, subject to all applicable statutes of limitation and repose.

(k) Precedence of Documents. In the event that there exists any ambiguity or conflict between this Agreement and any other document referred to herein, the terms of this Agreement shall govern as to all matters of interpretation.

(l) City Council Approval of Agreement Required. This Agreement shall not become effective until the City Council of the City of Bridgeport approves the same, the Agreement is executed by the Mayor, and the Lessee delivers a fully-executed original thereof to the Lessor.

(m) No Broker. The parties hereto are signing this Agreement in reliance upon the representations of the other party that there is no broker, agent or finder who brought the Property to the Lessee's attention or in any way negotiated the Agreement with the Lessee. The parties mutually agree that each shall indemnify the other against, and hold the other harmless from, and defend such other party from and against any loss resulting from the claim or lien recorded against the Premises of any broker, salesperson or finder for a fee or commission due where it is claimed that said broker, salesperson or finder brought the Premises to the attention of the Lessee or the Lessee's representatives, or interested the Lessee in the Premises, or in any manner dealt with the Lessee with respect to the Premises. Such indemnity shall include all costs of defending any such claim, including reasonable attorneys' fees. This paragraph shall survive the transfer of the Premises or the earlier termination of this Agreement.

(n) Notice of Lease. The material terms and conditions of this Agreement may be incorporated into a notice of lease and may be recorded on the Bridgeport Land Records.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the day and year first above written.

Signed, Sealed and Delivered

LESSOR

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_

Name:

Title:

Duly-authorized

Signed, Sealed and Delivered

In the Presence of:

LESSEE

\_\_\_\_\_

\_\_\_\_\_

Name:

Title:

Duly-authorized

LENDER

The Lender acknowledges and accepts the Lessor's entry into this Lease and acknowledges the Lender's direction that Rent payments be made directly from Lessee to the Lender.

\_\_\_\_\_

Name:

Title:

Duly-authorized

**Schedule A**

**Description of the Demised Premises**

Schedule B

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is entered into effective this \_\_\_\_ day of \_\_\_\_, 2010 by and between **Four Kids Enterprises, LLC** ("Lessor") and the **City of Bridgeport** ("Lessee").

**RECITALS**

The parties will be entering or have entered that certain Lease and Option to Purchase Agreement dated \_\_\_\_\_ related to the lease of 485 Howard Avenue, Bridgeport, CT 06605 ("Premises") from Lessor to Lessee;

The Lessee's use of the Premises for police activities has aspects that are confidential in nature and, if divulged, might compromise or adversely affect the health, safety and welfare of the general public;

The Lessor agrees to keep the nature of the Lessee's activities at the Premises in confidence in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual and dependent promises hereinafter set forth, the parties, intending to be legally bound, do hereby agree as follows:

1. **CONFIDENTIAL INFORMATION**

a. **Designation of Confidentiality.** The parties acknowledge that the Lessee's use of the Premises is confidential in nature due to the fact that the Lessee will be conducting police activities and storing equipment of various types at the Premises. Police activities, operations, identification of personnel, equipment and the like shall not be disclosed by the Lessor ("Confidential Information") except as may be permitted in this Agreement.

b. **Non-Disclosure.** At all times during the Term of the Lease and thereafter, the Lessor agrees to keep in confidence all Confidential Information, and shall not use, disclose, disseminate, publish, or otherwise transmit, directly or indirectly, any such Confidential Information.

The Lessor shall be relieved of its obligation of confidentiality and nondisclosure hereunder if Confidential Information is required to be disclosed by any applicable Freedom of Information Act request,

or by subpoena, judgment, order or decree of any court or governmental body or agency having jurisdiction, or by any law, rule or regulation, provided however, that, in connection with any such requested disclosure, the Lessor receiving the disclosure request shall give the Lessee prompt written notice of the requested disclosure pursuant to this exception in order to permit the Lessee to oppose such requested disclosure at Lessee's own expense and to whatever extent possible, Lessee may seek an order or agreement providing for continued confidential treatment of such Confidential Information by the applicable authority that governs such requested disclosures, and shall obtain an order or agreement absolving the Lessor of any requirement to disclose the Confidential Information sought. If such orders or agreements cannot be timely obtained by the Lessee, the Lessor shall be permitted to comply with the request.

d. Any and all Confidential Information that becomes public knowledge or loses its protected status or confidential nature by means other than a breach of this Agreement by the Lessor or its attorneys or agents shall no longer be subject to the restrictions of this Agreement. In addition, no information or documentation already in the possession of the Lessor or its attorneys or agents shall be subject to the restrictions of this Agreement.

2. **INJUNCTIVE RELIEF**

The Lessor acknowledges that the injury to the Lessee resulting from any violation of any of the covenants contained in this Agreement will be of such character as cannot adequately be compensated by money damages and, accordingly, the Lessee may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation, and that no bond or other security shall be required in connection with such injunction.

3. **GENERAL**

a. All notices hereunder shall be in writing in the manner set forth in the Lease.

b. The laws of the State of Connecticut shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement without regard to conflicts of laws principles.

c. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, supersedes any prior understandings, agreements or representations by or between parties, written or oral, which may have related to the subject matter hereof, and may not be altered except by a writing signed by all parties hereto.

d. The failure of any party hereto to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

Lessor

By \_\_\_\_\_  
Name  
Title

CITY OF BRIDGEPORT

By: \_\_\_\_\_  
Name  
Title

Self-Insurance Letter

[Date]

[Addressee]

Re: [Description of Contract, Project or Activity Requiring the Letter]

Dear \_\_\_\_\_:

The Office of the City Attorney, as legal counsel to the City of Bridgeport, a municipal corporation organized and existing under the Laws of the State of Connecticut, has been requested to explain the City's capacity to satisfy various claims for personal injury and property damage in lieu of providing a policy or policies of insurance.

Please be advised that the City of Bridgeport is self-insured.

According to Chapter 7 of the City Charter, the City Attorney is obligated to present a consolidated annual general fund budget, including a reserve for such injury and damage claims, to the Director of Policy and Management, and to represent the City in the defense of all civil actions. The Legal Department's claims and litigation accounts, upon budget adoption by the City Council as part of the annual operating budget, are available and utilized for the payment of monetary obligations resulting from claims and lawsuits against the City, following judgment or upon authorization and approval of settlements by the City Council, as required.

The City generally funds claims for damages on account of personal injury and property damage for which it is liable from the Sundry/Personal Claims and Lawsuits Account contained in the annual operating budget of the City's Legal Department. These reserve accounts (together with the City's authority to raise revenue through use of its municipal taxing and bonding authorities pursuant to State Law) are sufficient to satisfy the minimum requirements set forth in the Assistance Agreement for the payment of claims.

Furthermore, the City of Bridgeport, as set forth in the Assistance Agreement, hereby agrees to indemnify and hold harmless the State of Connecticut for any and all claims arising from the negligent actions of the City, its employees, or agents. Notification regarding claims should be addressed to

City Clerk, City of Bridgeport, 45 Lyon Terrace, Bridgeport, CT 06604, with copies to Director of Planning and economic Development, Office of OPED, 999 Broad Street, Bridgeport, CT 06604, and City Attorney, Office of the City Attorney, 999 Broad Street, Bridgeport, CT 06604.

If you have any further questions, please feel free to contact me via phone, facsimile, or e-mail at: [Mark.Anastasi@bridgeportct.gov](mailto:Mark.Anastasi@bridgeportct.gov). Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi, City Attorney

**Schedule D**

**Rules and Regulations**