

AGENDA

CITY COUNCIL MEETING

MONDAY, SEPTEMBER 20, 2010

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayor's State of the City Address

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 2, 2010

ITEMS FOR IMMEDIATE CONSIDERATION:

- 143-09** Petition from The Barnum Museum by Kathleen Maher, Executive Director/Curator re Establishment of a Historic Preservation Restriction on the Barnum Museum site, 820 Main Street, to meet guidelines required for the (CT CCT Historic Preservation Fund – Endangered Building – Stabilization/Rehabilitation) grant application and resolution to authorize said grant application **FOR IMMEDIATE CONSIDERATION.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *112-09** Contracts Committee Report re Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a Corporate Headquarter Operations.

MATTERS TO BE ACTED UPON:

- 137-09** Contracts Committee Report re 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.
- 138-09** Contracts Committee Report re 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 of July 1, 2010 thru June 30, 2011.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 20, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Marie Madeleine LaChance
93 Mayflower Drive
Bridgeport, CT 06604

Historic District Designation
93 Mayflower Drive

**CITY OF BRIDGEPORT
PUBLIC SPEAKING SESSION
REGULAR MEETING
SEPTEMBER 20, 2010**

CALL TO ORDER

Council President Thomas McCarthy Called the Public Speaking Session to order at 6:40 p.m.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Martin McCarthy
131st District: Anderson Ayala, Denise Taylor-Moye
132nd District: M. Evette Brantley
133rd District: Thomas McCarthy
134th District: Michelle Lyons
135th District: Richard Bonney
136th District: Carlos Silva, Angel dePara
137th District: Lydia Martinez, Manuel Ayala
138th District: Richard Paoletto
139th District: Andre Baker

There were fourteen members present and six members absent. A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 20, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Marie Madeleine LaChance
93 Mayflower Drive
Bridgeport, CT 06604

Historic District Designation
93 Mayflower Drive

Ms. LaChance came forward and said that she was representing herself and would like to have her home created as a single house Historic District. She then introduced Mr. Halstead.

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Mr. Halstead came forward and explained that he was a consultant for Ms. LaChance. He described where the house was located and the various details associated with this. He said that this particular house was a wonderful example of the 1950's architecture. Mr. Halstead then introduced Mr. Stuart Sachs.

Mr. Sachs came forward and said that he had sat on the Historic District Commission. He said that this type of request was something that could build a successful Historic inventory of architectural design.

Council President McCarthy asked Mr. Sachs if they had had a conversation with their Council Members from the 132nd District. When Mr. Sachs said that they had not, Council President said that he would facilitate a meeting about this with their Council Members to move this forward.

Mr. Cecil Young came forward and spoke about the sewage in the P.T. Barnum project and his concerns about the Ethics Commission. Mr. Young said that he was exercising his rights of free speech and requested that the City Attorney Anastasi contact him.

There was no one else who wished to address the Council at this time.

Council President McCarthy closed the Public Speaking Session at 6:55 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
REGULAR MEETING
SEPTEMBER 20, 2010**

CALL TO ORDER

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

PRAYER

Mayor Finch then requested that Council Member Michelle Lyons lead those present in prayer. Council Member Lyons did so.

PLEDGE OF ALLEGIANCE

Mayor Finch then requested that Council Member Paoletto lead those present in reciting the Pledge of Allegiance. Council Member Paoletto did so.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Martin McCarthy
131st District: Anderson Ayala, Denise Taylor-Moye
132nd District: M. Evette Brantley
133rd District: Thomas McCarthy
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135th District: Richard Bonney
136th District: Carlos Silva, Angel dePara
137th District: Lydia Martinez, Manuel Ayala
138th District: Richard Paoletto
139th District: Andre Baker

There were fourteen members present and six members absent. A quorum was present.

MAYOR'S STATE OF THE CITY ADDRESS

Mayor Finch then presented his Annual Address. He said that this past year had been difficult, but that the City had weathered many storms, some weather related, and others

figurative, such as the recent loss of two fire fighters. Mayor Finch then requested a moment of silence in honor of these fallen heroes.

While the media has been present for all the weather storms and the tragic event, they have not been present when Bridgeport has moved forward. During the past three years, the City has been making difficult budget decisions. Currently, the City is working with the Unions regarding closing the eight million dollar budget gap. While it is hard to accept reduced vacation or salary, it is critical not to raise taxes. With declining revenues, it is important to deal with tax scofflaws.

However, local, state and Federal revenues have continued to decline, even as the unsustainable pension requirements increase. The Mayor then gave several examples of how this happens.

Closing the budget gap during the past years has included department staff cuts and various other economies. In order to balance this budget, the administration has been seeking major concessions from the City staff. While much remains to be done, education reform must go forward and Mayor Finch said that the administration has been working with the School District to reduce costs.

Mayor Finch then gave a listing of the various areas that have seen improvement, along with illustrations for many of the various points, including 333 Park Street, Park City Hospital, introduction of Food Bazaar and PriceRite, which created new jobs in the City new sidewalks, new "green" police cars, CDBG funding to help demolish the Congress Street Bridge, competitive grants for improvements, forming a transportation consortium with various towns in both Connecticut and New York, brown field clean up, support for non-profits who are being foreclosed, and sustainability by reducing the City's carbon footprint.

Mayor Finch then listed a number of green initiatives that have been taken since the beginning of the year. The first phase of the municipal consolidation plan has been implemented. Recycling bins and rain barrels have been offer. The rain barrels save money on water bills, along with keeping more clean rain water from running into the storm water system.

Regular updates on the Mayor's initiatives have been posted on Facebook and Twitter. The Mayor has also started open forums and brown bag lunches.

The Mayor then gave a brief overview on the CitiStat system for tracking customer requests. Residents can go online to report a problem or concern and also can call in their concerns.

Chief Gaudett is working hard to solve all the murder cases and 16 of the 19 cases already been closed. The Chief is working on a Violent Crime Reduction Plan and programs for reducing the violence is being implemented. The Community services division is working on expanding their Block Watch program. 180 firearms have been seized and 130 arrests have been made by the officers. 30 new police cars and SUVs which used less fuel have been delivered to the City. Recruitment is underway and 450 candidates have completed the first few selection phases.

Mayor Finch then listed a number of items that had required the use of the Emergency Operations Programs, such as the March storm, the June tornado, and some large fires. Reverse 9-1-1 is critical for notifying residents of emergencies.

The Fire Department continues its Fire Safety program. More than 26,000 smoke detectors have been installed and this is more than any other city in the United States. Mayor Finch then recounted the effort by Domino's Pizza and firefighters working to communicate the importance of smoke detectors.

While it has been a difficult year, the Mayor commended the Council, the City Clerk and others for their efforts in working together to make Bridgeport a better place to live, work and play.

MINUTES FOR APPROVAL

Approval of City Council Minutes: August 2, 2010

**** COUNCIL MEMBER PAOLETTO MOVED THE MINUTES OF THE AUGUST 2, 2010 MEETING.**

**** COUNCIL PRESIDENT McCARTHY SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE AUGUST 2, 2010 MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

Council President McCarthy said that Council Members Vizzo-Paniccia, Blunt, and Walsh, all had called with excused absences.

ITEMS FOR IMMEDIATE CONSIDERATION:

143-09 **Petition from The Barnum Museum by Kathleen Maher, Executive Director/Curator re Establishment of a Historic Preservation Restriction on the Barnum Museum site, 820 Main Street, to meet guidelines required for the (CT CCT Historic Preservation Fund – Endangered Building – Stabilization/Rehabilitation) grant application and resolution to authorize said grant application FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES TO CONSIDER AN ITEM FOR IMMEDIATE ACTION.**

**** COUNCIL MEMBER DEPARA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council President McCarthy announced he was on the Board of Barnum Museum. Mayor Finch asked if he was paid. Council President McCarthy said that he was not.

Ms. Maher, the Executive Director and Curator of the Barnum Museum, came forward and explained that the Museum had an opportunity to apply for an endangered building grant. She then reviewed the details of the grant requirement and reminded everyone that the building is owned by the City.

The Mayor said that this item will require a 2/3 vote. He added that Council President McCarthy would be recusing himself from voting.

Council Member Brannelly asked for some clarification of the details regarding the time lines. Ms. Maher reviewed this with the Council Members.

Council Member Baker then asked about repairs that would be covered by the grant funding. Ms. Maher reviewed the details with everyone. Council Member Baker asked if the final financial obligation rests with the City. Mayor Finch confirmed that this was so because the City owns the building.

Council Member Brannelly asked what would happen if the City violated the Preservation Restriction guidelines. Ms. Maher said that it would be under the jurisdiction of the National Parks Service, but that she was not aware of any violation by anyone, anywhere at any time in the past.

Council Member Brannelly asked if a claim has been registered with FEMA following the June tornado. Ms. Maher said that this was so and that there was an amount of detailed work involved. She then spoke about some of the damage that was done to the dome and how both the dome and the trusses had been shifted by the tornado winds.

Council Member Brannelly asked if the appeal to FEMA would change the amount of money that could be awarded by the CCT grant. Ms. Maher said that she did not believe so. Council Member Brannelly asked if the FEMA money did not come through, whether the insurance would cover some of the damage. Ms. Maher said that the structure was primarily covered by the insurance, but there were many other issues involved.

Council Member Brannelly expressed concerns about entering into a fifteen year agreement with the State and possible payback clauses. Mayor Finch said that the City

often enters into agreements with this type of restriction and that if extenuating circumstances arose, the State tended to be flexible.

Council Member McCarthy asked if this was time sensitive. Ms. Maher said that it was.

Council Member Brantley asked if the eagle had been survived the tornado. Ms. Maher said that it had. Discussion followed about prior fund efforts.

**** THE MOTION TO APPROVE AGENDA ITEM 143-09 PETITION FROM THE BARNUM MUSEUM BY KATHLEEN MAHER, EXECUTIVE DIRECTOR/CURATOR RE ESTABLISHMENT OF A HISTORIC PRESERVATION RESTRICTION ON THE BARNUM MUSEUM SITE, 820 MAIN STREET, TO MEET GUIDELINES REQUIRED FOR THE (CT CCT HISTORIC PRESERVATION FUND - ENDANGERED BUILDING - STABILIZATION/REHABILITATION) GRANT APPLICATION AND RESOLUTION TO AUTHORIZE SAID GRANT APPLICATION FOR IMMEDIATE CONSIDERATION PASSED WITH TWELVE IN FAVOR (BRANNELLY, M. MCCARTHY, A. AYALA, TAYLOR-MOYE, BRANTLEY, LYONS, BONNEY, DEPARA, SILVA, M. AYALA, MARTINEZ, AND PAOLETTO), ONE ABSTENTION (T. MCCARTHY) AND ONE OPPOSED (BAKER).**

Council President McCarthy then welcomed Council Member Lyons back after being ill. Council Member Lyons then thanked everyone for their support during her illness. Mayor Finch said that he was glad that she was back with the Council.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***112-09 Contracts Committee Report re Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a Corporate Headquarter Operations.**

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE CONSENT CALENDAR:**

112-09 CONTRACTS COMMITTEE REPORT RE SALE AND GROUND LEASE AGREEMENT FOR PROPERTY LOCATED AT SIKORSKY MEMORIAL AIRPORT WITH GAMA AVIATION INC. FOR USE AS A CORPORATE HEADQUARTER OPERATIONS

**** COUNCIL MEMBER M. MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

137-09 Contracts Committee Report re 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.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE FOLLOWING AGENDA ITEM:**

137-10 CONTRACTS COMMITTEE REPORT RE 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.

**** COUNCIL MEMBER DEPARA SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

138-09 Contracts Committee Report re 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 of July 1, 2010 thru June 30, 2011.

Council Member Paoletto informed the Council that Mr. Weiner had worked very hard to finalize the medical claim rates for this motion. He had brought it before the Contract Committee and it had been approved. Subsequent to that, the insurance company involved changed their rates. Therefore, Council Member Paoletto was requesting that the Council vote against the resolution.

**** COUNCIL MEMBER PAOLETTO MOVED TO DENY THE FOLLOWING AGENDA ITEM:**

138-09 CONTRACTS COMMITTEE REPORT RE 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 OF JULY 1, 2010 THRU JUNE 30, 2011.

**** COUNCIL PRESIDENT MCCARTHY SECONDED.
** THE MOTION TO DENY PASSED UNANIMOUSLY.**

ADJOURNMENT

- ** COUNCIL PRESIDENT MCCARTHY MOVED TO ADJOURN.**
- ** COUNCIL MEMBER PAOLETTO SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:04 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Service



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

BILL FINCH
Mayor

TO: Fleeta Hudson

FROM: Bill Finch
Mayor

DATE: September 20, 2010

Dear Fleeta:

In compliance with City Charter Chapter 3 – Section 2, I am hereby requesting to be placed on the agenda to address the City Council Members on Monday, September 20, 2010 to deliver the State of the City Address.

Should you have any questions, please do not hesitate to contact my office.

BF/sl

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
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BILL FINCH
Mayor

CITY COUNCIL UPDATES

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"Together we are making Bridgeport the cleanest, greenest, safest, most affordable city, with schools and neighborhoods that improve each year"

Office of Planning and Economic Development

In the past year Bridgeport has shown real vitality even as other cities have stalled. I am proud that my administration has played an active role in all of the following projects:

Urban Green Phase II - The State of Connecticut has awarded \$3 Million of Housing Trust Fund financing to the project, allowing private financing to be leveraged for the fit out of retail spaces in 144 Golden Hill and the The Arcade Hotel, as well as attract a grocery store to the Arcade. The developer's fit out of the retail space is essential in a banking climate that limits the ability of small retailers to obtain conventional financing

Bijou Square Apartments - Last spring, this new-construction project resumed after a year set-back during the lending crisis. This \$25 Million of new construction dollars will produce 84 apartments and 10,000 sq ft of retail space at 323 Fairfield Ave. This is the first new construction project downtown in decades.

333 State Street - This project also got back on track after grinding to a halt during the worst of the lending crisis. With funding provided by CHFA and GE Money Bank, this adaptive reuse project will convert this former office building into 65 apartments.

Steel Point – The hard work behind the scenes continues on our restructured plan for 2.8 million square feet of development: retail, residential, restaurant, marina and waterfront access. Bridgeport Landing Development is currently seeking the State Traffic Commission and environmental permits that will allow the Special Taxing District to be formed and leases with retail anchors to be signed. We expect major announcements this fall regarding the next steps of the project.

Neighborhood Stabilization Program - All \$5.86 million of our allocation from this vital federal program has been committed to the goal of relieving the glut of foreclosed homes and stabilizing neighborhoods. 38 total units of housing were rehabbed and put back into the market; including one-families, multi-families and supportive housing for special-needs residents. In addition, this program allowed 7 blighted buildings to be demolished and a new public space will be created on the Pequonnock River, restoring waterfront access to the East Side.

Seaview Plaza – A 150,000 sq ft, \$30 million commercial project is being developed by Simon Konover Co. & Tate George Group on 16 acres of the former Carpenter Steel property on Seaview Ave in the East End. Over the past several months my staff has worked through a long list of complicated regulatory and finance questions to clear the way to remediating this long-idle contaminated site, create jobs, provide recreational access to the waterfront and bring much needed retail stores to an underserved area of the City.

Casey Family Services - Casey Family Services relocated to a newly renovated building at 777 Main Street in Jan. 2010, bringing over 40 new jobs to Downtown

Franklin & Eleanor Apartments – A \$33 million redevelopment of the long-empty former Park City Hospital building (by the Bridgeport Housing Authority and the Women's Institute for Housing and Economic Development) created 110 new units of affordable housing in two distinct facilities: The Eleanor, 62 apartments for senior citizens; and The Franklin, a separate 48 unit complex for low income and disabled households.

Derecktor Shipyards – The company, which employs nearly 400 people here in Bridgeport's growing marine sector, launched an enlarged floating dry dock in June 2010 that will allow service to vessels up to 4,000 tons - 400 feet in length, 82 feet in beam and 20 feet draft.

Columbia Elevators – This Port Chester NY company is moving its corporate headquarters and elevator cab manufacturing operation to Bridgeport and has contracted to purchase a 170,000 sq ft factory at 380 Horace Street, which could create up to 100 new high-paying manufacturing jobs.

Price Rite - At the beginning of this year, a new 2nd Price Rite store opened at 4425 Main Street. The 45,000 square foot store generated over a hundred new jobs.

Food Bazaar - In May, the New York City-area grocery chain Food Bazaar opened its first CT store across the street from Home Depot on Reservoir Ave. The 61,000 square foot store specializes in seafood, fresh-cut meats and ethnic produce. Food Bazaar created 175 new jobs.

Sustainability Update

Status Report of Sustainability Program. Overarching vision of program is to inspire economic development while enhance quality of life through sustainable practices via the lens of life cycle costing focusing on Energy and the Environment.

Objectives:

1. Reduced toxicity and pollution release leading to reduced potential impact on human health and the environment. (non-toxic office, cleaning and construction supplies).
2. Reduced waste generation through increased recycled content. (recycling and green procurement).
3. Reduced non-renewable energy consumption. (conservation and behavioral changes - turn the lights off!)
4. Reduction of the depletion of natural resources. (water saving devices, green infrastructure).
5. Support for sustainable manufacture/local purchasing. (organic food locally grown food hubs).

Energy

City Government uses 67,000,000 Kwh per Year of which 29,000,000 is BOE totaling 15% of total City use.

Total City is 695,000,000 Kwh per year, thus 628,000,000 Kwh /Yr throughout City exclusive of government.

1. **Energy Start Ratings-** Established for all 3,000,000 square feet of City and School buildings in order to determine cost benefit of retrofit and thus prioritization.
2. **Comprehensive Energy Plan and Strategy -** To ensure the future wellbeing of its people, resources and economy, Bridgeport, like cities around the world, must create an aggressive carbon reduction plan. This Energy Efficiency and Conservation Strategy (EECS) assumes Bridgeport's path will follow a high growth scenario, putting its 2030 emissions at 240,000 metric tons CO₂e (MTCO₂e) above its inventory baseline year of 2007. This will necessitate a 540,000 MTCO₂e reduction to meet its eventual 30% under-baseline goal.
3. **Energy Performance Contracting/City Buildings** – Sixteen firms responded to RFQ. All interviewed. Final RFP to three firms. Number of firms down to two. Concept is to finance work out of the cost of energy savings over 30 year time horizon. Submission made and beginning review process. A savings of 10% of current usage by energy conservation measures could equal **\$938,000.00**./year. Hope is to develop business model into the private sector as well to lower cost of doing business in Bridgeport.

4. **Solar and Alternative Energy** – Ten firms responded to RFQ. All interviewed. Award made to Main Street Power, Boulder, CO. Determinants for selection were ability to self finance, deliver power at or below market UI rate, and have green jobs component. Assumes PPA, CCEF Rebate, potential CoB \$ commitment, property tax elimination, New Market Tax Credit, and UI REC purchase to deliver at 11.5 cents per Kwh, which is below an extremely competitive 14.5 cents/Kwh that we have now. Follow up meeting held with CCEF and working with them for funding as well as UI for REC's and potentially PSE&G as well as potential city funding from sale leaseback. Currently considering 9 city buildings, 18 schools for a total of 3.2 Mw. Hope is to develop business model into the private sector as well to lower cost of doing business in Bridgeport.
5. **Green Energy Park** - Four firms responded to RFQ. Turtle Energy awarded. Selection made based upon ability to self finance. First draft of agreement contemplates generating 4 Mw. Need to beat 14.5 cents per Kwh. Will meet in next 2 weeks.
6. **Biomass Facility** – Draft report in hand and preparing for meeting. City generates 116,000 tons of raw sewage sludge/year. WPCA used 17,117,706 kWh of energy in 2009. This represents over 17% of the entire municipal government usage and is only surpassed by the Education Department as the largest single user of electricity. The peak kW demand represents 25% of the municipal government total.
7. **Resident Energy Conservation**- One week left for MCC. Funding for final 5-10 to remain in place. Canvassing to conduct Energy Survey's through UI etc. If energy survey is done on all 34000 households in City, Savings up to 693 Kwh / year x 34000 HH = 23,562, 000 Kwh per year (or 23 cents x 23,562, 000 = \$5, 419,260.00) That's almost 8% of residential use!
8. **Energy Supply RFQ**- Developing aggregation RFP in order to lower the cost of energy further for specific segments of Bridgeport population, i.e. small business, disadvantaged, etc. Awaiting meeting with City Attorney.
9. **Fuel Cell** – Aquaculture and Bridgeport Housing Project and Captains Cove. CT Resource Center developing study. Conference call last week determined potential feasibility.
10. **Energy Improvement Competitive Block Grant** – Submission made to re-allocate funds. Proposals being solicited on Project Management etc.
11. **EID**- Meeting next month to start process. Board established. Bylaws prepared. Staffing being developed. Energy improvement districts can function as economic development tools. They offer greater business flexibility and reliability, thus addressing concerns regarding power generation, transmission, and

distribution. They can be financed and managed outside the transmission grid. Districts could help businesses forecast their energy costs, hedge their purchases, and commit to long-term energy contracts. They can be used as a tool to not only retain businesses that may be thinking about going to states where power is more reliable or lower and as an economic development tool to attract businesses. The importance of power reliability to high tech businesses, such as financial services and bio-tech companies cannot be overstressed. The cost of even a brief outage is enormous for a financial services company that operates a trading floor.

Districts can benefit other electric customers by taking demand off of the system and increasing capacity where the power system needs it. Districts can promote energy efficiency by using the heat produced in power generation to meet the heating and cooling needs of nearby customers. Districts can also use new technologies that are generally more environmentally friendly than traditional generation technologies. The creation of districts in southwestern Connecticut could reduce the federally mandated charges imposed on all customers arising from congestion on the transmission system.

The board must fund distributed resources in the district. These resources include power plants with a capacity of 65 megawatts or less (a megawatt is about the amount of power consumed by 700 homes), combined heat and power (cogeneration) systems, and conservation programs in commercial and industrial facilities. The board must prepare a comprehensive plan for developing and financing these resources. The act allows the board to exercise a wide range of powers regarding distributed resources. It allows the board to:

1. determine the location, type, size, and construction of distributed resources in the district, subject to the approval of municipal, state, and federal agencies as required by law;
2. make plans for developing and operating these resources and for coordinating its facilities with public and private agencies;
3. fix and collect fees and charges for the resources it owns; and
4. operate and maintain resources the board owns or leases and use their revenues for the board's corporate purposes.

Consolidation -

1. **Public Facilities Site** – Work began on remediation. 120 CCD's to complete from 7-20-10. Approximately 50% complete with concrete floor demo.
2. **Vital Statistics/Registrar of Voters**- Plan completed. Safes added and final plan continuing. Meeting today with engineer and with furniture installer and with state on 10/1/10.

3. **Probate Court**-New plan finished and being transferred to ACAD. By furniture installer.
4. **City Hall/Annex**- Sale leaseback on-going.
5. **Casino Bathhouse**- Draft being worked in PF. Completed and sent to City Attorney and OPED for review. **NFI.**

Environment

1. **B Green Program Management** – Preparing cost for developing working groups for Open Space, Green Business, Food Health, Transportation, and Land Use, and Outreach and Capacity Building. Breakfast for funders tomorrow. Awaiting further info on working group plan from B Green. Letter going out to potential contributors.
2. **Urban Enhancement Design RFP** –Return date moved to is 9/20. Developing selection criteria. Should occur on or about 10/1/10. First phase retaining Tavella Design Group of Fuss and O'Neil for first \$100k for design fee of +- \$7K. Three proposals in so far.
3. **Parks RFQ Pleasure Beach Feasibility Study**- Eighteen firms submitted qualifications. Selection Committee reviewing.
4. **Pleasure Beach Buildings RFQ**- Firm Silver Petrucelli selected. Developing scope of work.
5. **Parks RFQ**- Reviewing 5 firms submitted. Meeting to determine final selection.
6. **Pocket Park Design** Passed on to parks for plant material list. Developing charette for pocket park in front of City Hall Annex. Clearing and grubbing occurring on site.
7. **Seaside Park Permit**- Finalized and submitted.
8. **Capital Funding** – Working the funding of all capital lines for Sustainability Program.
9. **Green Infrastructure Program** –
 - a.
 - b. **Green Landscaper Training and Low Impact Development Design** – Grant accepted by EPA will fund interns to assist in design development of bio-swale and rain garden outreach and installation. In addition completed green job training of 27 landscapers in green landscaping techniques.

- c. Adopt a Tree- Confirming locations and cost. Working on putting out to contractors. Awaiting bids from contractors for fall work. Two bids at \$200/tree. NFI
- d. Seaside Village- Sent report to Seaside Village on storm line expansion and potential cost. Brought up need for Storm Water Authority.
- e. Pegunnock River Watershed- Clean up and assessment scheduled for 9/24
- f. Complete Streets – Working on design. Mayor wants to also do Lincoln Boulevard. Design through Aijaz and Sam Shaw. Put out RFP for Complete Streets.
- g. AIA SDAT Sustainability Design Assessment Team Plan- Kick Off today took tour of City and started briefs by city staff and others in preparation of tonight's public meeting.
- h. Boston Avenue Dog Walk Park- Being developed. Steve Hladun developing scheme.
- i. Permeable Parking Lot- Congress and Main. Need designing. NFI
- j. Developing policy of complete streets. Reviewed by UCONN, finalizing with City Attorney.

Recycling – Resource Recovery

10. Solid Waste /Recycling Workshop- Final draft going out. NFI.

11. Recycle Bank- Mayors Letter out, totes in and preparing for distribution.

Saturday 9-11-10 press kickoff at Compare Foods. 5211 households. Routes:
 Tues 1A, 994 households, 1.34 tons/pickup avg with .94-1.75 tons/week range;
 Tues. 2B, 1542 households, with 2 tons/pickup avg with range 1.4 - 2.8 tons/pickup;
 Mon 3B, 1005 households, 1.73 avg with range 1.26 - 2.48; and
 Mon 4B, 1670 households with avg 1.76 tons/pickup and range 1.1 – 2.06.
 Citywide curbside recycling averaged 3092 tons per year over last four years.

34,750 residential accounts plus 5624 condo units = 40,374 residential households ; MSW curbside tons (2006) + recycling curbside **2761 tons (2006)**= 41761 total stream

Recycling rate = $2761/41761 = 7\%$

LBS. /household/year = $(2761 \times 2000) / 32000$ households = **173#**

Average LBS. /household in US recycling/year = **800#**

New recycling tonnage if 800# achieved in Bridgeport – $(800 \times 32000) / 2000 =$ **12800 tons**

New (marginal) Diversion Rate – $12800 - 2761 =$ **10039 Tons.**

New MSW Tonnage - $39000 - 10039 =$ **28961 Tons**

Disposal Cost (Tip Fee) /Ton = **\$63/ton**

New Savings Potential – 63×10039 Tons = **\$632,457.00** (Exclusive of reduced air pollution impact, carbon footprint, energy use, etc).

- 12. Commercial Recycling Pilot** – Drafting letter to business community. Draft MOU sent to Trefz. Awaiting response. The City has foregone a total of \$50K of market rate (\$89.50/ton) tip fee from DSSD over the past five years. Being able to capture DSSD recyclables as well as this tip fee will be another savings to city tax payers as well as assist in meeting our recyclable commitment.
- 13. Green Procurement** – Green Procurement Policy passed in last fiscal year. Goal of 40% purchase of green office supplies established for this fiscal year.

Transportation

1. **ZipCar/Hertz**- Spoke with Zip Car/Hertz to explore business model of eliminating city fleet by utilizing rental agencies and potentially partnering with small business and/or universities for car sharing.
- City spends on average a total of \$500k per year to maintain all vehicles (600+) with 3087 man-hours of labor.
 - Repetitive maintenance on fleet cars for 98 vehicles averages \$108,297.00
 - Gas is \$20K/year for those 98 vehicles.
 - Salvage revenue from disposal of those 98 would be \$20K.
 - Renting 98 vehicles 8 hours per day for 260 work days would cost \$1,631,000.00/yr (average \$8/hr) including all gas and maintenance and insurance and eliminate need for storage space.
 - However, this is exclusive of registration (local government exempt) and insurance (city self insures)
 - Bottom Line – City to explore time actually used for business travel and the possibility of sharing such travel vehicles with other parties.
2. **GPS Technology** - GPS System- Through the use of a GPS System we have been able to track, reduce our use of fuel and better manage our fleet. Since January 2008 the City has undertaken the installation of GPS units in 91 of its approximately 500 passenger vehicles in the City of Bridgeport's municipal fleet. This has provided the added benefit of increasing situational awareness which facilitates the safety of personnel and the real-time ability to re-deploy forces as necessary to conduct other missions.

A reduction of 4% of the fleet usage of fuel or 3,081 gallons is directly attributable to the use of GPS. Most notably one department was down 24% from 8,072 gallons in FY08 to 6,165 in FY09, a savings of 1,907 gallons. With 409 vehicles to go, and an average cost of \$500/unit, the expectation is that if 100 vehicles could be outfitted per year and an average savings of fuel representing 14% (24-4/2+4)

3. **CLG Vehicles** – Converting 4 of our garbage trucks to compressed liquefied natural gas.

Bridgeport Fire Department

The Bridgeport Fire Department ordered two new fire pumper apparatus in July and estimated delivery is January 2011.

Boat Launching Ramp behind Fire Headquarters is currently being reconstructed with funds from a FEMA Grant. The new ramp will be much wider and less severe of slope downward making the launching of the Fire Department's inflatable Zodiac Rescue boats much easier. This ability to launch into the Pequonnock River will provide a much quicker response time to incidents in Bridgeport Harbor.

Fireboat – Training is ongoing and there is now a sufficient number of Members of the Department that have been properly trained to respond to emergencies on the water.

Boat Dock Project – The expansion of the boat docks at the Water Street Ferry Terminal is progressing and should be completed by the fall. Currently the Fire Department's new Fireboat is docked at Captain's Cove making for a long response time. The expansion of the docks at the Water Street Ferry Terminal will allow the Fireboat to be docked along with the Police Boats and Harbormaster Boat all in one Central location.

Station 12 – Repairs have been completed to the apparatus floor by shoring up and reinforcing the floor from below. This will now enable our newer longer wheel based apparatus to safely back inside.

Safe Asleep Program – The City's Safe Asleep program between the Fire Department, AmeriCorps and the American Red Cross has installed more than 26,000 smoke detectors in City residences since the inception of the program in 2005 and there have been 70 incidents where smoke alarms installed by the Safe Asleep program alerted residents to escape their home in a safe manner.

This year, City firefighters aided by the American Red Cross and its "Masters of Disaster" program have instructed more than 10,000 students and their teachers in City schools about the importance of fire safety.

In April and May of this year, a promotion to raise awareness for the City's successful Safe Asleep smoke alarm program, Firefighters volunteered their time to deliver pizzas that were donated by Domino's Pizza and CrossRoads Pizza to Bridgeport residents that called for a delivery. At that time, the firefighter would check to see if all the smoke alarms in the house were working and if so, they would receive their pizza free.

If the smoke alarm was not working, or there were none in the residence, the firefighters together with AmeriCorps volunteers installed, free of charge, smoke detectors and the pizzas were free.

In June of this year, at the main bus station, there was an unveiling of a new bus promotion for the Safe Asleep program. The wrapped bus was promoted by Chief Rooney. It is one of 55 buses in the GBTA fleet wrapped with larger-than-life photos of individuals that have installed the free smoke detectors and of Firefighters in their turnout gear and the telephone number to call for a free installed smoke detector.

The program is funded by a five-year grant from the U.S. Centers for Disease Control and Prevention.



Mayor Bill Finch

City of Bridgeport
**OFFICE OF EMERGENCY MANAGEMENT
& HOMELAND SECURITY**

581 North Washington Avenue
Bridgeport, Connecticut 06604
Telephone (203) 579-3882
Fax (203) 579-3881



Scott T. Appleby, CEM
Director
LEPC Chairperson

OEMHS Activity Update

It has been a very active year so far in 2010 for the City of Bridgeport's Emergency Management & Homeland Security. Here are some of those activities:

- The Emergency Operations Center has been activated this year a total of 47 times with 10 major activations (Nor'easter-March, NYC Terrorist Suspect-May, Tornado-June, Hazardous Materials Fire-July, High-Rise Fire-July, Firefighters Death and Funeral Service Coordination-July, Vibes Concert-July, Heat wave-July/August, Remington Fire-August, Hurricane Earl-September) within a 6 month time period. **Showing that the City of Bridgeport is in fact prepared and capable of responding to all types of hazards.**

The EOC has managed to assist the State in getting a Presidential Declaration for assistance for those impacted by the Nor'easter in March and continues to work diligently with the State to get assistance for the community for our Tornado event.

- **Ready Bridgeport** was kicked off on September 1st for National Preparedness Month with the goal of having the community be better prepared for all types of hazards by asking all residents and businesses to **make an emergency kit, prepare an emergency plan, stay informed and get involved!**. This initiative is two-fold, one it aims at providing the community with all types of preparedness information for individuals, families, schools, businesses, vulnerable populations, places of worships and pet owners. Information can be found on our website and by calling the OEMHS Office. It is currently being designed to offer this information in various types of languages and to be neighborhood specific.

The second part is to get the community informed and involved. The goal is to get everyone registered for our Reverse 911 Community Alerting System so that the Bridgeport EOC can alert you with pertinent emergency instructions before, during and after an incident. Registration forms can be found on our website and are kept safely and securely at the EOC. In addition, the Bridgeport EOC has set a goal of recruiting and training 1% of our population (1400 persons) to become emergency reserve corps team members. These members will be trained to assist in emergency shelters, in the EOC, as neighborhood watch/emergency response teams and other needed EOC volunteer functions. Signup forms are available on our website and training will begin very shortly. We urge places of worship, businesses, community groups, sports leagues, health/medical and education services to get involved so that when an emergency or

disaster occurs we are all working together, because we all are responsible for preparedness.

The City of Bridgeport OEMHS continues to work with our Federal, State, Regional and non-government Emergency Management stakeholders to ensure our community is prepared for all types of hazards and that we maintain our goal as the safest city in Connecticut.

BRIDGEPORT POLICE DEPARTMENT

Key Projects Underway:

- Pursuing a class of 20 Recruit Officers
- About to take possession of 30 new Black and Whites, 5 unmarked, and 6 SUV's that are "Green" and funded with ARRA dollars
- Received approval for new range
- Pursuing a property to consolidate operations and house specialized units

Community Outreach Efforts:

- "Guns for Groceries" yielded 82 weapons
- So far this year, Officers have seized 180 firearms resulting in 113 arrests.
- We have established eight new Neighborhood Block Watches this year: 4 in East Side, 2 in North End, 1 Downtown (Silver Crime Patrol) and 1 in the South End (Sound House Condominiums).
- We have also established eight new civilian walking details and a mobile patrol in Black Rock through the Black Rock Community Council.
- We continue to offer free home and business security surveys through the office of Community Services.

Central Grants and Community Development

- The City received approximately \$19 million of grants during the last fiscal year. These grants funded a wide variety of initiatives and programs all aimed at improving the quality of life for our residents.
- More specifically, the City received \$7,819,958 million of public safety funds;
- \$1,900,000 of Environmental Protection Agency Brownfields Revolving Loan Funds;
- \$8 million of community and economic development funds including CDBG Recovery Act funding to enable the City to demolish the Congress Street Bridge and HOME funds to help Phil Kuchma develop Bijou Square;
- Over \$1 million health and social services funding to provide a vast array of health and social service related services to our community
- Sustainability funding including \$1,257,600 million of Energy Efficiency Conservation Block Grant funding which will implement many of the initiatives highlighted in my *BGreen 2020* report
- Going forward, the City has filed a number of highly competitive applications which, if funded, will truly transform both the City and the region
- For example, the City is part of a New York City led bi-state regional consortium which includes New York City, Long Island, Southwestern Connecticut and New Haven to address transit-oriented planning around the Long Island and Metro North rail lines and applied for \$6 million which includes feasibility study funding for an additional Bridgeport train station in the East Side of the City;
- In addition, the City partnered with Bridgeport Land Development and applied for \$20,000,000 TIGER II infrastructure funding through the U.S. DOT to support the Steele Point Development
- And furthermore, the City applied for a TIGER II Planning and HUD Community Challenge grant in the amount of \$1,500,000 to further the Seaview Avenue transitway
- Under the auspices of United Way and with numerous public and private partners on board, the City applied for a \$446,719 Promise Neighborhoods planning grant to improve the educational outcomes of students attending school in the East Side of the City. These funds will be matched by \$241,007 cash and in-kind contributions from public and private sources.
- We are submitting applications for Brownfields Assessment and Clean-Up Grants totaling up to \$600,000.
- And just last week, HUD's regional administrator, Richard Walega, announced the City is going to receive \$1.2 million of NSP III funds which will enable us to continue to address the after effects of the foreclosure crisis here in Bridgeport

- In addition, the City has received a \$475,000 federal earmark to assist FSW in implementing a comprehensive foreclosure initiative to support the on-going efforts of our non-profits who are working so diligently on this issue

Earmarks

- Mayor submitted several federal appropriation (earmark) requests to the federal government last winter through our congressional offices.
- These requests are presently moving through the federal approval process. In late July, the City was advised by the Offices of Senators Dodd and Lieberman that the Senate Appropriations Committee passed three appropriations bills which included funding for the following Bridgeport projects:
- \$1.2 million for the reconstruction of the Congress Street Bridge
- \$500,000 to the City's Lighthouse Afterschool Program
- \$375,00 to the City's Police Department for Public Safety Technology Enhancements

If approved, these investments in Bridgeport will continue projects and programs that are critical for the future growth and development of our City

Affordable Housing

- \$500,000 of our federal HOME allocation has been designated for downpayment assistance funding. These funds allow first time low and moderate income homebuyers to buy a home that they can afford both today and in the future by making sure they are educated about the homebuying process from one of the City's HUD approved counseling agencies and financially assisting them with some of the downpayment and closing costs as well as providing gap mortgage financing.
- We all know homeownership provides stability for our City and this program helps first time homebuyers achieve their dream and do just that right here in Bridgeport
- The City is also in the process of selling seven renovated properties that were originally purchased from HUD to provide affordable homeownership opportunities for low and moderate income households here in Bridgeport. Just last Saturday, the HUD Regional Administrator, Richard Walega and myself pulled the winning lottery name of a household who will buy 51 Evers Court. The

new owner is a bus driver for the Bridgeport Public School system and truly delighted to be able to finally realize her dream of owning her own home.

- The HOME Program has made numerous other investments in the City that will provide affordable and supportive housing opportunities for renters as well including Merton House, Jessica Tandy, Bijou Square and The Eleanor and The Franklin. At present, my staff is working with John Guedes the developer of the former Elias Howe School, to provide 37 affordable rental opportunities for seniors as well as with the Bridgeport Neighborhood Trust to provide 12 units of affordable housing in the South End.
- HOME funds were also part and parcel of the City's final Pequonnock acquisitions which both fulfills the City's obligation to the BHA and enables the BHA to move forward on a number of other development fronts that are important for the City.

CitiStat Update

- CitiStat has been focusing on improving communication and customer service with City residents via Qalert and the City website. There are hundreds of service request categories and on average there are 2,500 request entered in Qalert each month. This is providing citizens a faster and better way to communicate with the various City departments. Citizens can track the status of their service requests online, they can provide updated information to such requests, and they can receive notification once it's complete. The City has also benefited in using data gathered from Qalert. For example, we were able to track calls received and damages in relation to the tornado in June and track areas where trees were down or power lines were down, etc.
- CitiStat has made great efforts to ensure that the Knowledge Database on the City's website is up to date with as much information as possible. In the hopes that citizens can find information online whenever they are looking for it, especially if it is not within the normal business hours of the City.
- Citizens have also been communicating with CitiStat through the City website by submitting emails or service requests directly to the staff and receiving timely responses. In the near future CitiStat will be posting surveys on the website to get feedback from Bridgeport citizens and will use this feedback to help improve City services and/or provide better information.
- CitiStat has been gathering and reporting data for more than half of the departments in the City. Between June and August the Panel has met with 12 different departments – including ITS, Lines & Signs, Parks & Recreation, Environmental Health, Town Clerk, Assessor, etc. The CitiStat program has been key in identifying the specific needs of departments, how those department needs affects the needs of our citizens, and possible solutions to such. As a result departments have been able to make important and necessary changes in the way they operate (i.e. – new/enforcement of existing ordinances, new policies and procedures, approval to purchase equipment, look at changes in job titles or responsibilities, etc).

District	Street	From	To			
134th	Cairnbrook Drive	Gedulig Street	Crestview Dr	247	32	878
	Kaechele Pl (northeast)	Main St	White Oak St	919	32	3268
	Lealand Place	Old Town Rd	Sunndale Rd	399	32	1419
	Marconi Avenue	Peet St	Cul-De-Sac	183	32	651
						0
	Plattsville Road	Old Town Rd	Trumbull Town Line	591	32	2101
	Rocton Place	Savoy St	Rocton Ave	281	32	999
	Rooster River Blvd.	Park Ave	Bankside St	775	32	2756
	Trelane Drive	Vincellette St	No. Anthony St	674	32	2396
	Wentworth Street	Main St	Dead End	752	32	2674
						0
		Listed in Priority				0

District	Street	From	To			
135th	Up Street	Exeter St	Valley Ave	501	32	1781
	Pitt Street	Woodlawn Ave	Pond St	1181	32	4199
	Voight Street	Fiske St	Reservoir Ave	618	32	2197
	Valley Circle	Chopsey Hill Rd	Cul-De Sac	603	32	2144
	Rodgerson Circle	Old Town Rd	Cul-De Sac	340	32	1209
	May Street	Chopsey Hill Rd	Dead End	357	32	1269
	Soundview Ave	Reservoir Ave	Sylvan Ave	1356	32	4821
						0
						0
						0
						0
						0

District	Street	From	To			
136th	Catherine Street	Washington Ave	Harral Ave	855	32	3040
	Rosedale Street	Harral Ave	Olive St	496	32	1764
	Olive Street	Rosedale St	Coleman St	320	30	1067
	Coleman Street	Olive St	Harral Ave			0
	Gurdon Street	Fairview Ave	Summit St	550	32	1956
	Gurdon Street	Summit St	Springdale St	503	32	1788
						0
						0

District	Street	From	To			
137th	Brooks Street	Shelton Street	Ogden Street	252	32	896
	Brooks Street	Ogden Street	Stillman Street	351	32	1248
	Brooks Street	Stillman Street	Berkshire Avenue	349	32	1241
	Brooks Street	Berkshire Avenue	Pearl Street	612	32	2176
	Brooks Street	Pearl Street	Boston Avenue	803	32	2855
	Spring Street	William Street	Noble Street	353	32	1255
	Maple Street	East Main St	Brooks St	246	32	875
						0

District	Street	From	To			
138th	Nelson Terrace	East Main St	Dead End			0
	Pearl Harbor Street	Pearl Harbor Pl	Pearl Harbor Pl	558	32	1984
	Pearl Harbor Circle	Pearl Harbor St	Cul-De-Sac	686	32	2439
	Hooker Road	Broad Bridge	East Kensington	445	32	1582
	Sullivan Place	Silver St	Cul-De-Sac	1868	32	6642
	Evers Street	East Main St	Dead End	438	40	1947
				2710	32	9636
						0

District	Street	From	To			
139th						0
						0
						0
	Hale Terrace	Boston Avenue	Dead End	Remove		
	Harvey Street	Palisade Ave	Boston Terrace	970	32	3449
	Sixth Street	Stratford Avenue	Connecticut Avenue	624	32	2219
	White Street	Huron St	Grant St	576	32	2048
	Bell Street	Boston Avenue	Ogden St ext	814	32	2894
	Huron Street	Seaview Ave	White St	274	32	974
	Third Street	Connecticut Ave	Seaview Ave	964	32	3428
	Orange Street	Union Ave	Carroll Ave	303	32	1077
						0
						0
						0
						0

169844

143-09

PETITION OF

THE BARNUM MUSEUM
BY: KATHLEEN MAHER, EXECUTIVE DIRECTOR/CURATOR
820 MAIN STREET
BRIDGEPORT, CT 06604

Re: ESTABLISHMENT OF A HISTORIC PRESERVATION RESTRICTION ON THE BARNUM MUSEUM SITE, 820 MAIN STREET, TO MEET GUIDELINES REQUIRED FOR THE (CT CCT HISTORIC PRESERVATION FUND - ENDANGERED BUILDING - STABILIZATION/REHABILITATION) GRANT APPLICATION AND RESOLUTION TO AUTHORIZE SAID GRANT APPLICATION.

PRESENTED: SEPTEMBER 20, 2010

REFERRED: FOR IMMEDIATE CONSIDERATION

ADOPTED: September 20, 2010



ATTEST:

CITY CLERK

APPROVED:

MAYOR

The BARNUM MUSEUM



Celebrating P.T. Barnum's 200th Birthday!

September 11, 2010

Fleeta C. Hudson
City Clerk
City Hall/Bridgeport
45 Lyon Terrace/Room 204
Bridgeport, CT 06604

RECEIVED
CITY CLERK'S OFFICE
2010 SEP 13 A H 50
ATTEST
CITY CLERK

Dear Ms. Hudson,

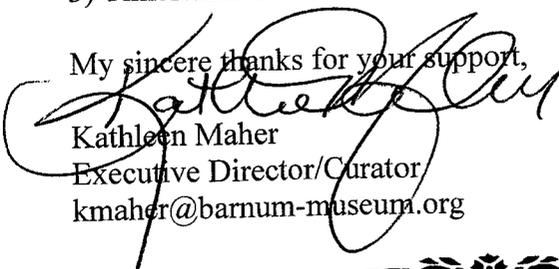
On behalf of The Barnum Museum Foundation, Inc., I formally request that The Barnum Museum be placed on the agenda for the upcoming Bridgeport City Council meeting on September 20, 2010.

With regard to the extensive damage the historic building suffer from the June 24, 2010 tornado, The Barnum Museum Foundation, Inc. is seeking Connecticut Commission on Culture and Tourism (CCT) Historic Preservation/Endangered Building Funding to begin urgently needed structural integrity repair work.

The Connecticut CCT requires a Preservation Restriction on all National Registered properties for project funding. The Barnum Museum Foundation, Inc. Board of Directors supports this critical initiative. As the City of Bridgeport is the property owner, the Museum is seeking Bridgeport City Council support to adopt a temporary Preservation Restriction on the Barnum Museum site to enable eligibility for Endangered Building funding for the restoration of this significant City, State and National landmark.

- Under the guidelines of the Preservation Restriction, the property owner (City of Bridgeport) agrees:
- 1) Not to perform any work on the property other than routine maintenance without the permission of the CCT.
 - 2) To ensure reasonable opportunities for the public to view the property which has benefited from an infusion of state dollars; and not to change the use of the property without the prior consent of the Commission.
 - 3) Timeframe of the Historic Preservation Restriction is 15 years.

My sincere thanks for your support,


Kathleen Maher
Executive Director/Curator
kmaher@barnum-museum.org

The BARNUM



MUSEUM

Celebrating P.T. Barnum's 200th Birthday!

September 11, 2010

Mr. Tom McCarthy
City Council Chairman
City Hall/Bridgeport
45 Lyon Terrace
Room 204
Bridgeport, CT 06604

Dear Councilman McCarthy,

With regard to the extensive damage the historic Barnum Museum building suffer from the June 24, 2010 tornado, The Barnum Museum Foundation, Inc. is seeking Connecticut Commission on Culture and Tourism (CCT) Historic Preservation/Endangered Building Funding to begin urgently needed structural integrity repair work.

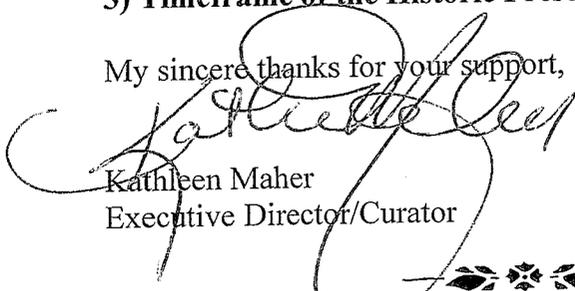
The Connecticut CCT requires an Historic Preservation Restriction on all National Registered properties for project funding. The Barnum Museum Foundation, Inc. Board of Directors supports this critical initiative.

On behalf of The Barnum Museum Foundation, Inc., I formally request that the Bridgeport City Council support the Museum's request for resolution of an Historic Preservation Restriction on the Barnum Museum to enable our grant submission for restoration efforts of this significant City, State and National landmark.

Under the guidelines of the Preservation Restriction, the property owner agrees:

- 1) Not to perform any work on the property other than routine maintenance without the permission of the CCT.**
- 2) To ensure reasonable opportunities for the public to view the property which has benefited from an infusion of state dollars; and not to change the use of the property without the prior consent of the Commission.**
- 3) Timeframe of the Historic Preservation Restriction is 15 years.**

My sincere thanks for your support,


Kathleen Maher
Executive Director/Curator

820 Main Street, Bridgeport, CT 06604 ☼ Ph: (203)331-1104 ☼ www.barnum-museum.org

*sample signatory authorization resolution provided by CT Commission

I, _____, the duly qualified and acting Clerk of Bridgeport, Connecticut, do hereby certify that the following resolution was adopted at a _____ (special/ regular) meeting of the _____ (governing body) held on _____, (date), and is on file and of record, and that said resolution has not been altered, amended or revoked and is in full force and effect.

RESOLVED:

That the _____ (Mayor) is authorized and directed to file an application on forms prescribed by the Connecticut Commission on Culture and Tourism for financial assistance in accordance with the provisions of provisions of C.G.S. Sec. 10-392 and C.G.S. Sec. 10-411 of the Connecticut General Assembly, in an amount not to exceed **\$100,000.00**, and upon approval said request to enter into and execute a Grant Contract and Preservation Restriction with the state for such financial assistance to this municipality or non-profit organization for the **CT CCT Historic Preservation Fund - Endangered Building – Stabilization/Rehabilitation.**

Signature of clerk or secretary

Date

Copy
[Signature]

The BARNUM MUSEUM



Celebrating P.T. Barnum's 200th Birthday!

August 19, 2010

Karen Senich
Executive Director and State Historic Preservation Officer
Connecticut Commission on Culture & Tourism
One Constitution Plaza
Second Floor
Hartford, CT 06103

Dear Ms. Senich,

On June 24th, 2010 the City of Bridgeport was struck by an F1 tornado, and our home, Downtown Main Street was 'ground-zero' for the initial impact of the force. The devastation throughout the City was unbelievable, and miraculously, no one was severely hurt from the rage of the storm. The people of Bridgeport demonstrated a remarkable benevolent spirit of caring, compassion, and resilience. The City's resolve to persevere and move forward was clearly seen as Bridgeport's services and community members banded together to assist the many affected families, shops and business. We witnessed thousands of age-old trees and tons of debris cleaned from the streets of the largest city in the State of Connecticut, and hundreds of people running to the aid of strangers, reaffirming Mr. Barnum's core belief in the 'goodness of human-kind.'

The Museum; however, was one of the most severely affected structures. We have estimated that well over 800 artifacts are in need of review and hundreds will require conservation. Exhibition rooms require specialized cleaning and carpets must be replaced due to glass embedded in the pile. Elevated lead levels have closed the Museum indefinitely. Public health and safety are, of course of grave concern. A team of conservators, historic architects, environmental and structural engineers are continuing to assess the situation to finalize the scope of work necessary for immediate and long-term action, and the Museum staff and volunteers are envisioning new ways to serve our local, regional and global constituents as we emerge anew.

Most disturbing is the eminent damage to the National Register building. As we have been working with the SHPO office for many years to secure State and Federal funding to repair and restore the structure, it has been determined that the tornado impact has heightened the urgency to a level critical need. Based on previous CAP and HPTAG studies, we were able to evaluate the increased danger of structural integrity, and are now facing major failures in structural stability. Load bearing timbers that support the massive dome, and trusses have been lifted completely off their support foundations, and major protrusions from beam movement are threatening to collapse. Tiles are continuing to fall from

the roof line, and chunks of brick and terra-cotta are regularly discovered on the street below. Again, a public safety issue indeed.

I am attaching a copy of the Turner Construction document that we developed for FEMA submission that cites the multitude of building work necessary for the recovery project, including the exorbitant cost of de-installing the 3rd floor exhibition galleries that is required for the construction column installation. Please note, this document does not include the Collections/Artifact recovery that is being developed independently with our fine arts carrier, and not yet complete.

On behalf of The Barnum Museum, I am humbly asking the CCT to consider a full \$100,000 Endangered Building fund directed to the Museum's recovery efforts. These funds will be instrumental in enabling us to begin the critical work of fully stabilizing the nationally significant historic building. All funds will be directed toward historic preservation engineering and construction recovery as identified in the attached construction documents. Stabilization of the main dome and rear-ridge structure that traverses the entire width of the building will be the primary focus of the initial recovery phase. All load-bearing integrity will be restored to safe and maintainable condition. These are the elements that are most at risk and are priorities for recovery.

The Museum has already secured over \$53,000 in cash and in-kind relief money, and we are in the process of preparing a grant to the Fairfield County Community Foundation for \$40,000 to match the Endangered Building appropriation.

I have been in contact with NPS Director, Bobbie Green, who has kindly attached our tornado information and images to our current \$700,000 SAT grant application to enlighten the reviewers to our urgent situation.

Additionally, we have a cash and in-kind request to our generous supporter, Hampton Save-A-Landmark program at \$15,000. We have also engaged a conservation/preservation professional development firm out of NY to assist with networking foundation sources for the recovery and sustainability of the Barnum future. We are pursuing numerous channels of funding to move us through the complexity of the full recovery. CHC, IMLS, CT Trust, NEH are among the supporters we have already identified for conservation project submission.

I want to thank you and the team at the Historic Preservation Division for the unyielding support of The Barnum Museum. The Museum, and its place in CT and American history has flourished in recent years, and it is truly thanks to the dedicated members of the SHPO.

My sincere thanks in advance for your consideration of our request.

Best regards,

Kathleen Maher

Kathleen Maher
Executive Director/Curator
kmaher@barnum-museum.org

820 Main Street, Bridgeport, CT 06604 ☼ Ph: (203)331-1104 ☼ www.barnum-museum.org

Sale and Ground Lease Agreement for property located at Sikorsky Memorial Airport with GAMA Aviation Inc. for use as a corporate headquarter operation.

**Report
of
Committee
on
Contracts**

Submitted: September 20, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***112-09 Consent Calendar**

WHEREAS, there exists a vacant office building on approximately 2.9 acres at the main entrance to Sikorsky Memorial Airport as depicted in the attached EXHIBIT-A ("Parcel"); and

WHEREAS, a small portion of the building is subject to a short term lease with the Federal Aviation Administration ("FAA") for the continued storage and operation of some of its equipment; and

WHEREAS, the equipment lease with the FAA will expire in 2011 and the Parcel is not otherwise income producing or realizing its potential; and

WHEREAS, in order to best utilize the Airport, improve the economics of the Airport and surrounding areas, Airport Management issued a Request for Proposals ("RFP") for the sale and/or lease of the Parcel; and

WHEREAS, GAMA Aviation, Inc., a current tenant at the Airport, submitted a proposal to purchase the building and ground lease the land to improve and fit out the building to house its new United States headquarters; and

WHEREAS, the Airport Commission approved the proposal submitted by GAMA Aviation, Inc.; and

WHEREAS, in addition to the creation of jobs and improvement and use of underutilized Airport property; and

WHEREAS, the uses proposed by GAMA Aviation, Inc. meet the FAA imposed uses for Airport property and will render the Parcel income producing in accordance with the terms set forth in GAMA Aviation, Inc.'s proposal attached hereto and made a part hereof as Exhibit B; Now, therefore be it

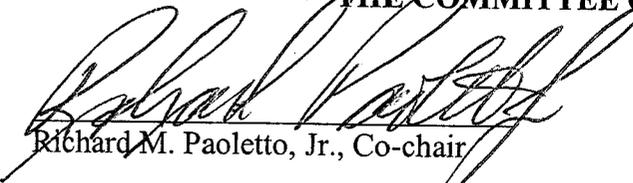


Report of Committee on Contracts
*112-09 Consent Calendar

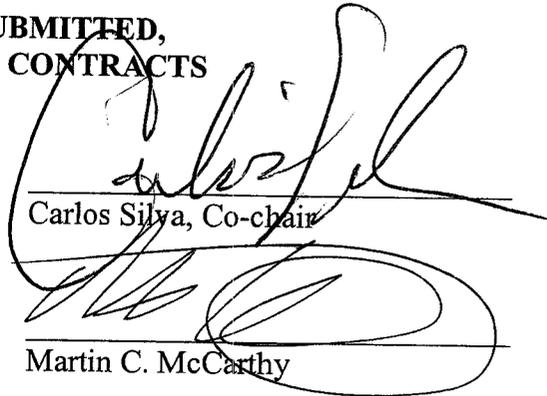
-2-

RESOLVED, that the Mayor is authorized, after negotiation by Airport Management and the Office of the City Attorney and final approval of the Office of the City Attorney, to execute a ground lease, deed, and such other and further documents reasonably necessary to effectuate the sale of the office building and ground lease of the Parcel to GAMA Aviation, Inc. on the general terms of: a minimum \$350,000.00 sale price for the building, a ground lease for a minimum of forty (40) years with a rental of \$15,000.00 a year for years one through five, \$27,000.00 for years six through ten, and five block increases of 2.5 percent thereafter with an option for a twenty (20) year extension; an approximate investment into the Parcel of \$700,000-\$800,000 for the continued use of an aviation based corporate headquarters in accordance with Exhibit B attached hereto.

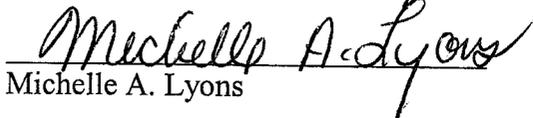
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



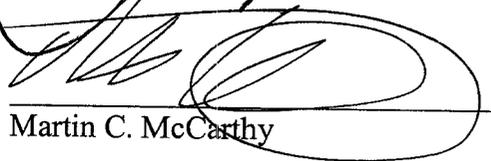
Richard M. Paoletto, Jr., Co-chair



Carlos Silva, Co-chair



Michelle A. Lyons



Martin C. McCarthy

Howard Austin, Sr.

Robert P. Curwen, Sr.

James Holloway

COMMERCIAL LISTINGS

SIKORSKY AIRPORT

CITY OF BRIDGEPORT CT - SALE OF REAL ESTATE

The City of Bridgeport, CT is seeking the sale or lease of property located at Sikorsky Memorial Airport in Stratford, CT. The single-story, professional office building, built in 1983, contains 10,310 square feet of space on a 2.9 +/- acre parcel at Igor I. Sikorsky Memorial Airport, Stratford, Connecticut. The building can accommodate a variety of occupancy combinations. The facility provides parking for 50 vehicles. The building is situated in a "MA-Light Industrial" District. The property is situated on the Northeast side of Great Meadow Road and East of Lordship Boulevard. All bidders must provide the City of Bridgeport a letter of intent to bid by COB Nov. 16, 2009. Thereafter a mandatory bid conference will be convened to discuss terms and contingencies of the bid requirement/proposal. All interested parties shall respond to the Airport Manager's Office at Sikorsky Memorial Airport, 1000 Great Meadow Road, Stratford, CT 06615. 203.576.8163



Published 11/8/09 at 11/11/09

EXHIBIT A

Gama

Flight Service Station
Sikorsky Memorial Airport
Acquisition Proposal

Submitted
January 4, 2010

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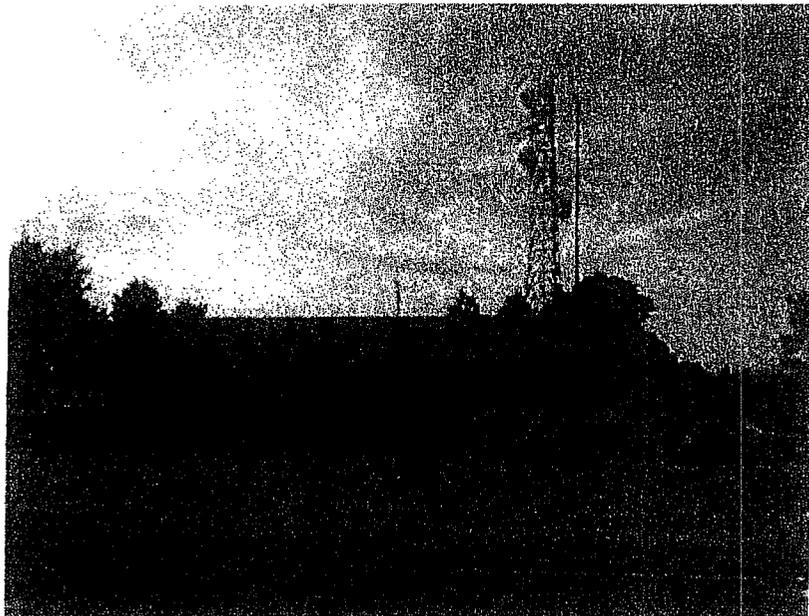
Objectives

Gama Aviation Inc. wishes to enter into an agreement with the City of Bridgeport, to acquire the property currently used for the FAA Flight Service Station, at Sikorsky Memorial Airport. Gama intends to use the facility to expand its general aviation business and to continue to base its United States headquarters at the airport. Gama shares the City's vision to increase business aviation at the airport. The airport provides an important transportation facility, which creates aviation related jobs in the Greater Bridgeport / Stratford area as well as contributes to the overall economic health and growth of the community.

Property Description

The subject property is located at Sikorsky Memorial Airport in Stratford, CT. The details of the property are as follows:

- The parcel of land is +/- 2.6 acres.
- The property is situated on the northeast side of Great Meadow Road and east side of Lordship Boulevard.
- The location is classified as light industrial area.
- The building is a single story professional office building, built in 1983.
- The building contains 10,310 sq. ft. of office space.
- The facility provides parking for 50 vehicles.



Gama Group Overview

Gama Aviation Inc. is part of the Gama Group of companies, headquartered at Farnborough Airport in the United Kingdom. For over 25 years, the Gama Group has been the leader in Business Air Operations providing a safe, efficient and high quality service. The company was formed in 1983 by business partners Marwan Khalek and Stephen Wright, operating a Beech Baron propeller aircraft. Exceptional service and first class operations created demand and led to expansion. Always mindful of our client's requirements Gama entered the jet market with the acquisition of a Cessna Citation II in 1988 and commenced rotary operations with a Eurocopter Squirrel in 1993.

1997 heralded the strategic acquisition of Heathrow Jet Charter Ltd, an established business jet operator. We also took over Bond Aviation Ltd., the King Air operating division of Bond Helicopters.

These well considered developments provided critical mass allowing us to increase our fleet size and the range of services offered. Plymouth Executive Aviation Ltd joined the Gama Group in 2001 as Gama Support Services, providing EASA Part 145 aircraft maintenance and Part 21 Design and Manufacturing Approvals allowing us to offer these skills to both our internal divisions and external clients.

2007 saw the expansion of the Gama Group to the UAE and in early 2008 Gama made a significant strategic acquisition in the United States under the expansion of Gama Aviation Inc. marking a substantial step for the group to become a truly global leader in business aviation.

Gama now operates three separate divisions focused on providing exceptional service and value on a global platform:

- Aircraft charter;
- Aircraft service and maintenance including modification; and
- Aircraft leasing and management.

Gama Aviation Inc. Overview

Gama Aviation Inc. is Gama Group's United States operation. It is a comprehensive aviation company with three business segments, executive charter, aircraft sales, and aircraft management; delivering service excellence both in the air and on the ground. This combination makes Gama Aviation Inc. uniquely positioned to cover all the needs of the aviation business and the most demanding of travelers.

Gama Aviation began as Flight Services Group, at Sikorsky Memorial Airport in 1984. The Company expanded its operations at the airport and in 1995 purchased the Hangar at Gate #9. The Company has continued to grow and now occupies hangar space in the Atlantic Aviation Hangar #4, the Hangar at Gate #9 and the Gama corporate offices located on 611 Access Road, Stratford CT.

Gama Aviation Inc. now manages 40 business aircraft, based at 14 locations around the United States and South America. We pride ourselves on offering not only a complete service, but one that embodies the highest standards of professionalism and excellence.

Gama Aviation Inc. Business Segments

The following summarizes our business services:

Aircraft Charter

Gama Aviation Inc. and the direct air carrier Gama Charters Inc. have earned a quiet reputation for providing the world's discerning travelers with the most sophisticated level of service. Our professionals have a special understanding of how to meet the unique needs of the most demanding individuals and corporations in the world. Gama provides a level of comfort that is unparalleled in private aviation. The Company offers a choice of some of the world's finest aircraft, from light jets to long range trans-Atlantic aircraft such as the Global 5000. The aircraft in the fleet are among the most luxurious in the world.

In Aircraft Charter, safety is of paramount importance. The direct air carrier Gama Charters Inc. has operated for 25 years based at Sikorsky Memorial Airport and has flown for over 240,000 safe flying hours. With this excellent record, Gama Charters has earned the

highest certifications available in corporate aviation. These certifications include:

- FAA Part 135 Air Carrier Certificate;
- FAA Part 145 Certified Repair Station;
- ARG/US Platinum Rated;
- Wyvern Recommended;
- ISO 9001:2008
- IS-BAO (International Standard for Business Aircraft Operations) Registered; and
- FAA Certificate of Excellence Award.

Aircraft Sales

Gama Aviation offers an experienced aircraft sales and acquisitions team that provides independent and unbiased advice on the purchase of any business jet. Our team sources the right aircraft for client needs and negotiates the best possible price. Our comprehensive service manages the entire aircraft acquisition process. Gama offers a comprehensive sales and acquisition service, including:

- Development of aircraft marketing and advertising plans;
- Market searches and comparative aircraft evaluations; and
- Contract negotiation, aircraft acceptance, delivery and registration.

Aircraft Management

Gama Aviation offers a comprehensive aircraft management program, which includes the following services:

- **Maintenance:** All aircraft are maintained in accordance with applicable regulations and the manufacturer's maintenance program. Gama Charters Inc. is an FAA approved Part 145 certified repair station, based at Sikorsky Memorial Airport.
- **Crew Services:** Professional flight crews are assigned to each managed aircraft, following in-depth interviews and a comprehensive medical examination. Depending upon utilization, three pilots are normally assigned to each aircraft.

- **Training:** All pilots receive classroom and simulator training on the organization's procedures and policies for both owner and charter operations. Pilots must complete a simulator proficiency flight check and recurrent classroom training every six months. Flight attendants complete recurrent cabin service training each year and all flight personnel receive specific training on how to handle emergency events.
- **Safety:** All pilot training programs are regularly reviewed and revised to ensure that policies address operational needs while providing the highest level of safety. All scheduled and unscheduled maintenance is performed in accordance with airworthiness regulations. All crew members and maintenance personnel participate in an approved pre-employment and random drug and alcohol testing program.
- **Flight Operations:** All flight operations personnel are responsible for scheduling and dispatching of both owner and charter flights. A flight itinerary (airports of departure and arrival, ground handling, estimated flight times, catering, ground transportation, hotels), is sent to the customer prior to each flight, which is subsequently tracked from take off to landing. Sales, operations and maintenance staff are available 24 hours a day, 365 days a year to provide the customer with up-to-date information.
- **Accounting Services:** All aircraft billings are checked to ensure proper current charges, and to identify each specific flight-related expense. Invoices include a complete breakdown showing each vendor and amount paid, along with a full listing of individual charges by category. Our clear and precise Quarterly Aircraft Management Reports ensure aircraft owners receive responsible budgets, accurate cost and charter revenue information.
- **Aircraft Budgeting Program:** An aircraft is an investment of unusual proportions. Gama Aviation has developed an exclusive web-based method to help you determine which aircraft can best meet your needs.

Executive Management

Gama is lead by one of the most experienced management teams in the general aviation industry. The following presents the senior executives for Gama Aviation Inc. and Gama Charters Inc.

Gama Aviation Inc.

Marwan Khalek

- Chief Executive Officer, Chairman of the Board and founder of Gama Group.
- President Gama Aviation Inc.
- Licensed Air Transport Pilot

Scott Ashton

- Chief Commercial Officer Gama Aviation Inc.
- Vice Chairman Connecticut Business Aviation Group
- Vice President New England Air Museum
- Member Friends of Sikorsky Airport

Thomas Fitzsimmons

- Chief Financial Officer Gama Aviation Inc.
- Member Board of Directors - The Wings Club

Gama Charters Inc.

Thomas Miller

- Chief Executive Officer Gama Charters Inc.
- President Nelson D'Ancona Foundation – Eagle One
- FAA Safety Representative
- Member Friends of Sikorsky Airport

Thomas Connelly

- Executive Vice President Gama Charters Inc.
- President Gama Technical Services
- Member Executive Committee of the Governing Board of the NBAA Certified Aviation Manager Program
- Member Friends of Sikorsky Airport

Gama Aviation History at Sikorsky Memorial Airport

Gama Aviation has been deeply involved in the Sikorsky Memorial Airport community since its early days in 1984. Gama's United States business was founded here at Sikorsky Memorial Airport (airport designation BDR). The business was started with the management of a Navajo Turbo Prop and one light jet. The fleet has grown to 40 aircraft and the Gama Group companies now employ over 120 people in the United States.

Here at BDR, Gama manages both light and heavy jets. Gama Aviation's services here include: aircraft management, aircraft fueling, aircraft cleaning services, and dispatch and flight following support. Gama Charters is a FAA part 135 Air Carrier and an FAA part 145 Repair Station.

In addition to Gama's day to day aircraft management business, Gama has also been a strong supporter of the community activities at BDR. Gama's contributions to the airport community include the following:

- Gama hosted a speech by President George H. Bush at its facility.
- Gama hosts the quarterly FAA Quarterly Airport Safety Meetings.
- Gama provides support for the Eagle One Police helicopter program.
- Gama has donated hangar space for the antique aircraft shows.
- The Gama hangar has even been used for several movie productions and black tie receptions.

Gama Proposed Use

Gama currently utilizes office space in the Hangar at Gate #2, the Hangar at Gate #9 and 611 Access Road. We are looking to consolidate these offices into one location. We intend to use the building to house Gama Aviation's United States corporate headquarter operations.

Gama will invest in remodeling the facility to bring it up to the standards of a professional looking corporate headquarter office building. Gama intends to use the updated facility to house its executive offices, sales offices, accounting and administrative staff and the dispatch and flight following operations support center.

Financial Proposal

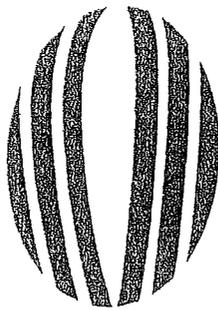
The subject property is located at Sikorsky Memorial Airport. However, there are some limitations to the property. The subject property does not have direct access to the ramp areas or to the taxi ways and is not seen as an airport property. This factor limits the revenue generation and income potential for the property. The property is encumbered with an existing lease with the FAA. Additionally, the building is in a poor state of repair that will require a significant investment by Gama to modernize the facility. These limitations have factored into the proposal. Gama submits the following financial proposal for the subject property:

- Gama proposes a 40 year land lease, whereby Gama pays an annual rent of \$15,000 per year for the subject property.
- Gama proposes to purchase the building for \$350,000.
- Gama will continue the lease with the FAA for the Flight Service Station until the conclusion of that lease in 2011.

This proposal assumes that there will be no constraints on Gama's use of the property, within the guidelines of normal airport building requirements and FAA requirements. This proposal is contingent upon the final lease negotiations, execution of a lease and purchase agreement, and zoning approval from the City of Stratford.

Gama Certifications

Certificate of Membership



NATIONAL BUSINESS AVIATION ASSOCIATION

2009

Gama Aviation Inc.

Member Since 1985

NBAA's goal is to create an environment that fosters business aviation in the United States and around the world. We pursue that goal by constantly striving to be a world-class organization that enhances safety, security and professionalism; provides operational assistance to our Members; shapes public policy; projects a positive image of our industry; and hosts leading aviation shows and conferences.



RECOGNIZES
GAMA AVIATION INC.

FOR OPERATING BUSINESS AIRCRAFT

25 YEARS

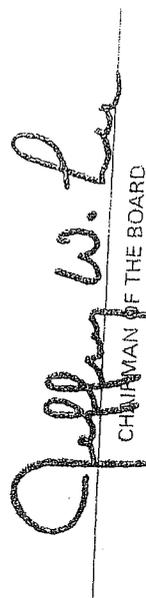
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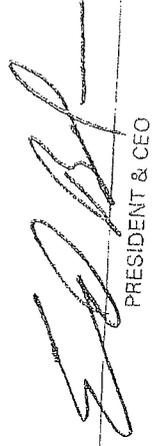
239,136

CONSECUTIVE HOURS WITHOUT AN ACCIDENT
INVOLVING DAMAGE TO PROPERTY OR INJURY TO PERSONS

GRANTED BY THE NBAA BOARD OF DIRECTORS
DECEMBER 31, 2008

ATTEST:


CHAIRMAN OF THE BOARD


PRESIDENT & CEO



Air Carrier Certificate

This certifies that

GAMA CHARTERS INC.
700 GREAT MEADOW ROAD
SIKORSKY MEMORIAL AIRPORT
STRATFORD, CONNECTICUT 06615

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator.

Certificate number: 02GA9701

Effective date: MARCH 3, 1999

REISSUED: APRIL 24, 2009

Issued at: EA63

BETH A. BABB

(Signature)

ACTING MANAGER

(Title)

EASTERN REGION, FSDO 63

(Region/Office)

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number VYQR491Y

This certificate is issued to
GAMA CHARTERS INC.
D/B/A GAMA TECHNICAL SERVICES
whose business address is
700 GREAT MEADOW ROAD
SIKORSKY MEMORIAL AIRPORT
STRATFORD, CONNECTICUT 06615

*upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved* REPAIR STATION

with the following ratings:
LIMITED - INSTRUMENT
LIMITED - RADIO
LIMITED - AIRFRAME (12/16/2009)
LIMITED - POWERPLANT (12/16/2009)

*This certificate, unless canceled, suspended, or revoked,
shall continue in effect* INDEFINITELY

Date issued:

SEPTEMBER 23, 2008

REISSUED: DECEMBER 16, 2009

By direction of the Administrator

Beth A Babb

BETH A. BABB

MANAGER, EA-FSDO-63

This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

WYVERN CONSULTING, LTD.

CERTIFICATE OF RECOMMENDATION
ISSUED TO

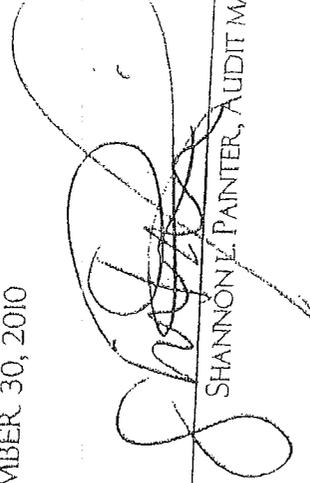
GAMA CHARTERS, INC.

FOR ITS COMMITMENT TO IMPROVING AVIATION SAFETY

A MEMBER OF THE WYVERN QUALIFIED
CHARTER OPERATOR NETWORK SINCE 1996

ANNUAL AUDIT DATE: MAY 7 - 8, 2009
EXPIRATION DATE: NOVEMBER 30, 2010

WYVERN
Aviation Safety Intelligence



SHANNON E. PAINTER, AUDIT MANAGER

AVIATION RESEARCH GROUP/U.S., INC.



IS PLEASED TO AWARD A
PLATINUM RATING

TO

GAMA CHARTERS INC.
O2GA9701

The highest level of ARG/US Safety Ratings for Part 135 Charter Operators representing an excellent safety history, well qualified pilots and equipment, and sound operational and maintenance practices.

Terry D. Webb

TERRY D. WEBB
MANAGING DIRECTOR, AUDITING OPERATIONS
ARG/US

Joseph J. Moeggenberg

JOSEPH J. MOEGGENBERG
PRESIDENT
ARG/US

06-05-2008

DATE



Rating valid for two years following date of issue, contingent upon continued safe operations, and carrier providing quarterly updates of aircraft and pilot data. To verify rating contact ARG/US at WWW.AVIATIONRESEARCH.COM

CERTIFICATE



TUV Rheinland of North America, Inc.
12 Commerce Road, Newtown, CT 06470

Hereby certifies that

Gama Charters Inc.

700 Great Meadow Road
Sikorsky Memorial Airport
Stratford, CT 06615 USA

has established and applies a quality management system for the

Corporate Jet Charter and Management Services.

An audit was performed and documented in Report No. 2506.
Proof has been furnished that the requirements according to

ISO 9001:2000

are fulfilled. Further clarification regarding the scope of this certificate and the applicability of
ISO 9001:2000 requirements may be obtained by consulting the organization.

Certificate Registration No.

74 300 2506

Original Certification Date:
February 27, 2004

Certificate Expiration Date:
February 26, 2010

Certificate Modification Date:
May 5, 2009



A handwritten signature in cursive script, reading 'Richard Beumer'.

Certification of Management Systems

Certificate of Registration
issued by the
International Business Aviation Council

to

GAMA Charters, Inc.
Stratford, CT, USA

for the successful implementation of the
International Standard for
Business Aircraft Operations
(IS-BAO)



Certificate Number: 090028

Date of Issue: 1 August 2009

Valid Until: 1 August 2011

Gama

Agreement with the State of Connecticut for Re-
evaluation of Environmental Impact Statements
Installation of enhanced taxiway markings at
Sikorsky Memorial Airport State File No.,
AERO5800-1644 State Project No.
DOT00150349CN.

Report
of
Committee
on
Contracts

Submitted: September 20, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

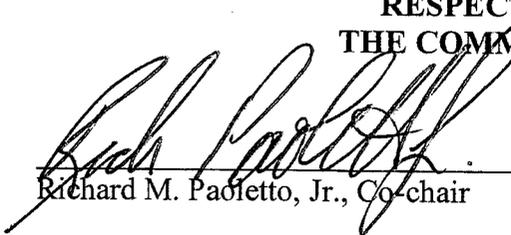
To the City Council of the City of Bridgeport.

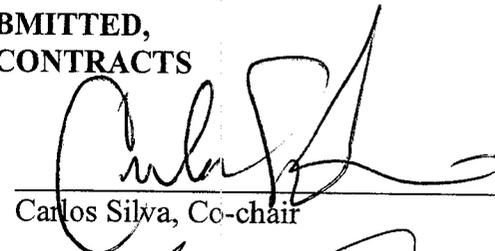
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

137-09

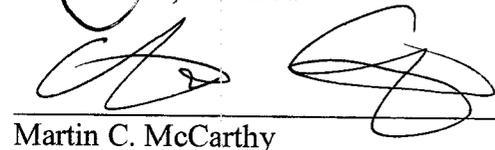
Resolved, that Bill Finch be duly authorized in his capacity as Mayor of the City of Bridgeport to enter into an agreement with the State of Connecticut for State Project No. DOT00150349CN for re-evaluation of environmental impact statement and the installation of enhanced taxiway markings at Igor Sikorsky Memorial Airport and that any and all actions previously taken by Bill Finch with respect to an agreement between the City of Bridgeport and the State of Connecticut, Department of Transportation, Bureau of Aviation & Ports, for State Project No. DOT00150349CN, be and hereby is approved ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**


Richard M. Paoletto, Jr., Co-chair


Carlos Silva, Co-chair


Michelle A. Lyons


Martin C. McCarthy

Howard Austin, Sr.

Robert P. Curwen, Sr.

James Holloway

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%-	\$ 210,000.00

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 subcontractors(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. 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

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). 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
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: 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. 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.

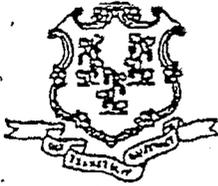
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor 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

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.

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 of July 1, 2010 thru June 30, 2011.

DENIED BY COUNCIL FROM THE FLOOR
SEPTEMBER 20, 2010

**Report
of
Committee
on
Contracts**

Submitted: September 20, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

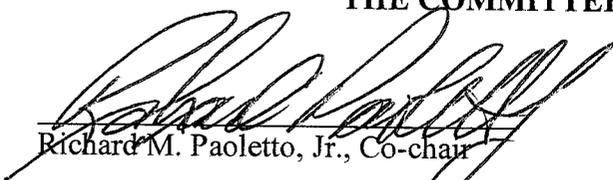
To the City Council of the City of Bridgeport.

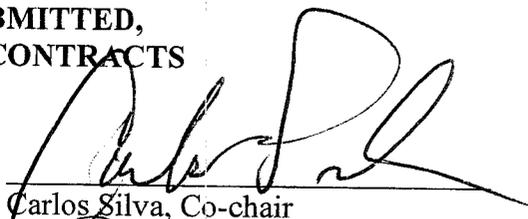
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

138-09 DENIED BY COUNCIL FROM THE FLOOR SEPTEMBER 20, 2010

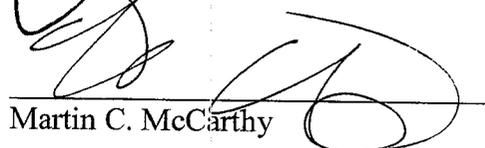
RESOLVED, That the attached Claims Service Agreement between the City of Bridgeport and Universal Benefits Corporation to commence on July 1, 2010 thru June 30, 2011, to provide medicare medical claims administrative services to covered retirees of the City and Board of Education, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**


Richard M. Paoletto, Jr., Co-chair


Carlos Silva, Co-chair


Michelle A. Lyons


Martin C. McCarthy

Howard Austin, Sr.

Robert P. Curwen, Sr.

James Holloway

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 1st 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, 2nd 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