

**AGENDA**  
**CITY COUNCIL MEETING**  
**MONDAY, MAY 21, 2012**

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: In Recognition of Paul Barnum for his Dedication and Service to the Bridgeport Community.

City Council Citation: In Recognition of the Hispanic Chamber of Commerce for the Completion of the 2012 Small Business Development Class.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: April 16, 2012

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 86-11** Communication from Tax Collector re: Assignment of Tax Liens for Fiscal Year 2012, referred Contracts Committee.
- 87-11** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.
- 88-11** Communication from City Attorney re: Proposed Arena Billboard Lease Agreement among Arena Operator, Independent Outdoor III, LLC, referred to Contracts Committee.

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

- \*84-11** Budget & Appropriations Committee Report re: Approval of the De-Authorization of Projects Previously Approved for Bonding Authority.

**MATTERS TO BE ACTED UPON:**

- 83-11** Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects.

**CITY of BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, MAY 21, 2012  
6:30 PM**

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Colon, T. McCarthy, Olson, Brantley, Austin, Vizzo-Paniccia, Bonney, Blunt, dePara, Silva, Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

**ABSENT:** Council members: Taylor-Moye, T. McCarthy, Lyons

President Pro Tempore Bonney called the public speaking session to order at 7:15 pm.

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

THE FOLLOWING NAMED PERSON(S) REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 21, 2012, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

*Speakers signed up prior to the session*

**NAME**

**SUBJECT**

John Marshall Lee  
30 Beacon Street  
Bridgeport, CT 06605

*-see statement below-*

RECEIVED  
MAY 21 2012 6:27  
CITY CLERK'S OFFICE

Ladies and gentlemen of the City Council, good evening.

You may have noticed that I have sent no emails to you in over five days. To some that will be welcome, because you don't read them anyway and therefore it is one less thing to delete. For others I am always hopeful that there is a "nugget" of common sense, or City information, or even regulations, ordinance language or Charter matters that may bear your attention as a public servant elected by the people. Of course, our City elections will win us no prizes for the number of people who come out to vote, especially with respect to the number who are registered. That is a serious matter but not my subject this evening.

On Wednesday evening there is a public hearing on changes to the Charter. The Revision Committee has met on over 30 occasions to review, discuss, and amend our City Charter,

with most attention focused on Mayoral appointment of Board of Education members (subsequent to a review of qualifications by another Mayoral appointed body). Frankly I don't see the changes as critical to getting accountability of many types from the current Interim Superintendent. But that is a personal opinion.

What I thought I might focus upon and recommend for your consideration are some other subjects and words that may sound new to you from the proposed Charter:

- **Legislative Procedures and Oversight Function:** With respect to matters pertaining to the budget and finances of the City, the City Council, or a committee thereof, shall conduct periodic oversight meetings (on not less than a quarterly basis) with appropriate City officials pertaining to the filing of the monthly financial report required by Section 7 of Chapter 9...
- **Regarding the Monthly Financial Report:** That report for the previous month is now required to be in your hands by the first City Council meeting of the following month. That accelerates the date of the report. Perhaps you will use the latent power always available to you in the language, "the City Council may, by Ordinance, require that additional information be included in such report". There are two items I would strongly suggest to help you keep track of your responsibilities: request that employment information broken down by department reporting funded positions that are currently filled and those with vacancies. That should go a long way to helping you answer the charge of having "ghost positions" that are sources of "slush funds" for which you have no access because you fail to get a 12<sup>th</sup> month report that would show you line item funding. The second item is to request that variance to last year's revenue and expense be noted in the monthly reports as it is in most community budgets you will see. You will find the info helpful to you as busy people trying to get a sense of the "big picture".
- **Police and Fire Pensions** continue to be the province of the Board Commissioners as Trustees. With the budget just passed do you understand what the City liability remains relative to investment risks on Police and Fire Pension Plan B participants?? If you have Pension A, Pension B Fire and Pension B Police funds under three different structures, or investment management concepts, what is the risk to the public of losses similar to those suffered by Pension A in the past dozen years when the financial markets lost significant values on two occasions? What are the current risks to the taxpayers in this regard? Will you invite the Actuaries to a presentation as they were in the City budget session one year ago to alert us to what the transfer to MERF of current funding means to City taxpayers if we continue to hold retirement plan assets?

I have several other observations and questions and look to share them on Wednesday evening. I am concerned that a simple question that I did ask two weeks ago which one of your members took up as a task to research is still not answered. So let me ask all of you in the hope that someone knows where the answer can be found. An employment chart contained in the 2013 budget transmittal showed City employees including BOE at 3523. Several pages later the budget narrative indicated that there were 4380 active employees in City healthcare plans. I asked the simple question as to where they were working, what budgets were being spent (including retirement funds) and for what services, and where

reporting to Council and oversight was happening. Can anyone tell me? Is this a secret? Or is it part of your responsibility of being informed for the public you represent?

John Marshall Lee  
30 Beacon Street  
Bridgeport, CT 06605  
May 21, 2012

Tom Bottillo spoke about development of the city, particularly at exit-29 coming into Stratford. He said that the entire intersection isn't functional. He further stated that the development of it seems to shut off people from traveling down Stratford Avenue. He mentioned Steel Point and he suggested that until it's developed, the grass should be grown and cleaned up. He emphasized that it would make an excellent park. He went on to say that common sense was lacking in the city. He mentioned the street he lived on noting that it's a very busy street and traffic lights are needed. He expressed that there are many things that bring money into the city, but that aren't necessarily good ventures. He mentioned other sites around the city that are no longer functioning as businesses and should be considered for parks and other uses. He commented that it was shameful that residents aren't treated with common courtesy and that the city council and administration should exercise more common sense.

The public hearing session closed at 7:30 pm.

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO ENTER INTO A 5-MINUTE  
CAUCUS PRIOR TO THE CITY COUNCIL MEETING  
\*\* COUNCIL MEMBER CURWEN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

*The city council members entered into caucus at 7:31 pm.  
The caucus ended at 7:50 pm.*

**CITY of BRIDGEPORT**

**CITY COUNCIL MEETING**

**MONDAY, MAY 21, 2012**

**7:00 PM**

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

**Bridgeport, Connecticut**

**ATTENDANCE:** Council members: Brannelly, M. McCarthy, Colon, Taylor-Moye, Brantley, Austin, Vizzo-Paniccia, Bonney, Blunt, dePara, Silva, Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

**ABSENT:** Council members: Taylor-Moye, T. McCarthy, Lyons

Mayor Finch called the meeting to order at 7:51 pm.

Prayer - Council member Olson offered the prayer.

Pledge of Allegiance - Council member Holloway led the pledge of allegiance.

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

City Council Citation: In Recognition of Paul Barnum for his Dedication and Service to the Bridgeport Community.

Mayor Finch asked Paul Barnum to come forward to receive the citation.

The Mayor recalled years ago when he met Paul. He also acknowledged Ms. Meyer who was 100-years old today. He expressed that Mr. Barnum and Ms. Meyer were truly God sends in what they have done for the east side community.

Mr. Barnum expressed a few of the good things that have been accomplished on the east side of Bridgeport through the years.

Mayor Finch relayed what a good friend Paul has been and he further expressed all the positive contributions that he has made to the city.

Mr. Barnum expressed that he sincerely loved the city and although they have experienced some difficulties through the years; a lot of work has been done on the east side. He said he was proud to be a citizen of Bridgeport.

*Council member Martinez read the citation in recognition of Paul Barnum for his dedication and service to the City of Bridgeport on this day May 21, 2012.*

City Council Citation: In Recognition of the Hispanic Chamber of Commerce for the Completion of the 2012 Small Business Development Class.

Mayor Finch asked the three members that were present from the Hispanic Merchants Association to come forward.

Mayor Finch stated that new entrepreneurs were trained to run small businesses through the help of the Hispanic Merchants Association. He mentioned that their graduation was this evening – *he recognized all the graduates that were present in the audience.*

*Mayor Finch read the citation.*

The Hispanic Merchants Association members expressed their appreciation for recognizing their contributions.

Council member Martinez asked Deborah Caviness to come forward to acknowledge all the hard work she dedicates to the business development class – *she read the citation.*

It was stated that one-hundred (100) merchants have benefited from the small business development class and she wished all that graduated well in the future.

It was expressed by one of the members that *"If you have a dream, make it happen!"*

Mayor Finch commented that the City of Bridgeport was the first city to have its own small business office located in the City Hall Annex.

#### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: April 16, 2012

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

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**86-11** Communication from Tax Collector re: Assignment of Tax Liens for Fiscal Year 2012, referred Contracts Committee.

**87-11** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.

**88-11** Communication from City Attorney re: Proposed Arena Billboard Lease Agreement among Arena Operator, Independent Outdoor III, LLC, referred to Contracts Committee.

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO REFER  
COMMUNICATIONS TO BE REFERRED TO COMMITTEES  
\*\* COUNCIL MEMBER dePARA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

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

**\*84-11** Budget & Appropriations Committee Report re: Approval of the De-Authorization of Projects Previously Approved for Bonding Authority.

**\*\* COUNCIL MEMBR dePARA MOVED TO APPROVE  
\*\* COUNCIL MEMBER PAOLETTO SECONDED  
\*\* MOTION PASSED UANANIMOUSLY**

**MATTERS TO BE ACTED UPON:**

**83-11** Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects.

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

Council member Vizzo-Paniccia made a statement in regard to the item. She relayed that she had concerns about certain projects that will be funded. She stated that she wears Bridgeport on her sleeve. And as the representative of the 134<sup>th</sup> district (upper north end) and as a representative of the city as a whole since she lives in the city; she had an issue with Esplanade Park being located in the middle of Lincoln Boulevard at a cost of over \$1 million.

She further stressed that to put a park in the middle of a street is a little scary due to the potential problems that may occur with drivers trying to make a roundabout turn. She also had a concern about the fumes from the vehicles. She clarified that she didn't intend any disrespect to those that support the project; however, she said she would vote no on this project.

She commented that Council President McCarthy and Council member Austin were aware of her concerns.

There was a roll call vote:

**\*\* MOTION PASSED WITH FIFTEEN VOTES IN FAVOR; TWO VOTES IN  
OPPOSITION (COUNCIL MEMBERS: OLSON and VIZZO-PANICCIA)**

*\*It was noted that three (3) council members were absent from the vote.*

New business:

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES FOR THE  
PURPOSE OF REFERRING AN ITEM TO COMMITTEE**

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

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER RE: PROPOSED  
AMENDMENT OF CODE OF ORDINANCES SECTION 13.04.040 BOARD OF  
DIRECTORS TO THE ORDINANCE COMMITTEE**

**\*\* COUNCIL MEMBER HOLLOWAY SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

*It was noted that the item would be brought up at the Ordinance Meeting scheduled on Tuesday, May 22, 2012.*

Announcements:

- Council member Vizzo-Paniccia announced that Council member Lyons had a family situation and was unable to attend the meeting.
- Council member Brannelly announced that she left a packet of information on everyone's desk for review for tomorrow's Ordinance meeting. The information pertained to Sexually Oriented Businesses and Massage Establishment and Parlors.

She announced that Council member Taylor-Moye just arrived back from an out of town conference and was unable to attend the meeting.

- Council member dePara announced that a revised copy of the amendment would be submitted by City Attorney Anastasi and available for the Ordinance Committee Meeting on Tuesday, May 22, 2012
- Council member Olson commented that although he wasn't present for the Budget & Appropriations PY13 approval; he felt a good job was done to accommodate everyone as best they could.
- Council member Brantley mentioned that students in the Lighthouse Program held a talent show and the children were wonderful and awesome. She encouraged everyone to attend the show next year.

She announced that Bridgeport Tabernacle was sponsoring a carnival to be held throughout Memorial Day weekend.

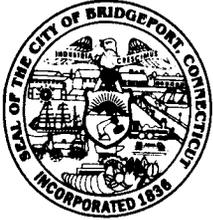
## ADJOURNMENT

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

The meeting adjourned at 8:25 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



BILL FINCH  
Mayor

CITY OF BRIDGEPORT  
**OFFICE OF THE TAX COLLECTOR**

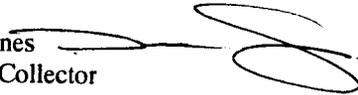
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 576-7271 Fax 332-5628  
Collection Division 576-7266

**ANNE KELLY-LENZ**  
Tax Collector

**COMM.# 86-11 Ref'd to Contracts Committee on 5/21/2012.**

May 11<sup>th</sup> 2012

To: Frances Wilson  
Acting Assistant City Clerk

From: Veronica Jones   
Acting Tax Collector

Re: Proposed Resolution

Please place the enclosed proposed resolution on the agenda of the next Council meeting for referral to the Contracts and Appointments Committee. The purpose is to authorize the assignment of liens for the fiscal year 2012.

Thank you.

cc: Honorable William Finch, Mayor  
Anne Kelly-Lenz, Interim CFO

**BE IT RESOLVED**, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorize and approve the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes.

**BE IT FURTHER RESOLVED**, That pursuant to Connecticut General Statutes, including sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorized the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.



BILL FINCH  
Mayor

CITY OF BRIDGEPORT  
**OFFICE OF THE TAX COLLECTOR**

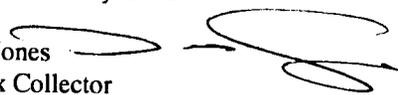
45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone 576-7271 Fax 332-5628  
Collection Division 576-7266

**ANNE KELLY-LENZ**  
Tax Collector

**COMM.# 87-11 Ref'd to Budget & Appropriations Committee on 5/21/2012.**

May 12<sup>th</sup> 2012

To: Frances Wilson  
Acting Assistant City Clerk

From: Veronica Jones   
Acting Tax Collector

Re: Municipal Suspense Tax Book

In accordance with Section 12-165 General Statutes, State of Connecticut, I submit to the Common Council a list of uncollectable Personal Property and Motor Vehicle Tax Accounts.

I further certify that to the best of my knowledge, and after research and examination by my staff, each tax contained in this listing has not been paid and is uncollectable. Each tax so designated has been transferred to the Suspense Tax Book, but any such tax may be collected by me or subsequent Tax Collector in office.

Each such tax so transferred to the Suspense Tax Book shall not hereafter be included as an asset of the City of Bridgeport.

The total of \$95,158.14 represents the Grand List 1996 through 2010 at the close of day May 12<sup>th</sup> 2012.

I recommend approval of transfer of these accounts to Suspense.

Thank you.

Tax Collector

cc: Honorable William Finch, Mayor  
Anne Kelly-Lenz, Interim CFO

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Code	Reason	Date	Town Due/Susp	Dist Due/Susp	Sewer Due/Susp	Total
1996-03-1011949	VIVO LUCIA	BK	BANKRUPTCY	04/25/2012	406.12	0.00	0.00	406.12
1996-03-3588177	BATES SHENETA	BK	BANKRUPTCY	04/26/2012	929.80	0.00	0.00	929.80
1996-03-4600281	MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	531.80	0.00	0.00	531.80
1996-03-4908366	TORRES EDWIN A			04/27/2012	166.38	0.00	0.00	166.38
1996-03-4913718	VIVO LUCIA			04/25/2012	160.60	0.00	0.00	160.60
<b>MOTOR VEHICLE</b>	<b># Of Acct: 5</b>				<b>2,194.70</b>	<b>0.00</b>	<b>0.00</b>	<b>2,194.70</b>
1996-04-4450700	GRAY CAROLYN Z	BK	BANKRUPTCY	04/26/2012	663.07	0.00	0.00	663.07
1996-04-5042162	SANTIAGO MARIA AKA			04/27/2012	9.22	0.00	0.00	9.22
<b>MV SUPP</b>	<b># Of Acct: 2</b>				<b>672.29</b>	<b>0.00</b>	<b>0.00</b>	<b>672.29</b>
<b>YR : 1996</b>	<b>TOTAL : 7</b>				<b>2,866.99</b>	<b>0.00</b>	<b>0.00</b>	<b>2,866.99</b>
1997-03-4112952	PORTER SONIE O			04/27/2012	374.80	0.00	0.00	374.80
1997-03-4556915	DEIDA JOSE M	BK	BANKRUPTCY	04/25/2012	451.62	0.00	0.00	451.62
1997-03-4578081	GRAY CAROLYN Z			04/26/2012	659.06	0.00	0.00	659.06
1997-03-4600281	MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	419.54	0.00	0.00	419.54
1997-03-4863320	MELO REMIGIO E			04/26/2012	97.40	0.00	0.00	97.40
1997-03-4913718	VIVO LUCIA			04/25/2012	127.20	0.00	0.00	127.20
1997-03-5130371	MALINES ANGEL JR	BK	BANKRUPTCY	04/26/2012	161.60	0.00	0.00	161.60
<b>MOTOR VEHICLE</b>	<b># Of Acct: 7</b>				<b>2,291.22</b>	<b>0.00</b>	<b>0.00</b>	<b>2,291.22</b>
1997-04-4995455	SANTIAGO MARIA			04/27/2012	273.92	0.00	0.00	273.92
1997-04-5042162	SANTIAGO MARIA			04/27/2012	5.92	0.00	0.00	5.92
<b>MV SUPP</b>	<b># Of Acct: 2</b>				<b>279.84</b>	<b>0.00</b>	<b>0.00</b>	<b>279.84</b>
<b>YR : 1997</b>	<b>TOTAL : 9</b>				<b>2,571.06</b>	<b>0.00</b>	<b>0.00</b>	<b>2,571.06</b>
1998-02-6439061	KELLY GWENDOLYN R.			04/26/2012	327.02	0.00	0.00	327.02
<b>PERSONAL PROPERTY</b>	<b># Of Acct: 1</b>				<b>327.02</b>	<b>0.00</b>	<b>0.00</b>	<b>327.02</b>
1998-03-2249579	GEFFERT WILLIAM R	DE	DECEASED	04/25/2012	92.14	0.00	0.00	92.14
1998-03-4112952	PORTER SONIE O			04/27/2012	282.10	0.00	0.00	282.10
1998-03-4863320	MELO REMIGIO E			04/26/2012	88.74	0.00	0.00	88.74

**Modify Suspense Report**

Date: 05/11/2012 Time: 11:17:47

Page: 2

CITY OF BRIDGEPORT Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Code	Reason	Date	Town Due	SuspDist	Due/Susp	Sewer	Due/Susp	Total
1998-03-5130371	MALINES ANGEL JR	BK	BANKRUPTCY	04/26/2012	146.72	0.00	0.00	0.00	0.00	146.72
1998-03-5168441	SANTIAGO MARIA			04/27/2012	486.86	0.00	0.00	0.00	0.00	486.86
1998-03-5413390	MELO REMIGIO			04/26/2012	418.60	0.00	0.00	0.00	0.00	418.60
<b>MOTOR VEHICLE</b>	<b># Of Acct: 6</b>				<b>1,515.16</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,515.16</b>
1998-04-5552501	MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	76.90	0.00	0.00	0.00	0.00	76.90
1998-04-5557995	MENDENHALL CHANTA N	BK	BANKRUPTCY	04/25/2012	321.30	0.00	0.00	0.00	0.00	321.30
<b>MV SUPP</b>	<b># Of Acct: 2</b>				<b>398.20</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>398.20</b>
<b>YR : 1998</b>	<b>TOTAL : 9</b>				<b>2,240.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,240.38</b>
1999-02-6439061	KELLY GWENDOLYN R.			04/26/2012	265.86	0.00	0.00	0.00	0.00	265.86
<b>PERSONAL PROPERTY</b>	<b># Of Acct: 1</b>				<b>265.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>265.86</b>
1999-03-4099107	MOORER FREDERICK	BK	BANKRUPTCY	04/27/2012	67.08	0.00	0.00	0.00	0.00	67.08
1999-03-4112952	PORTER SONIE O			04/27/2012	190.26	0.00	0.00	0.00	0.00	190.26
1999-03-4844449	IVANOV IVAN	DE	DECEASED	04/25/2012	43.24	0.00	0.00	0.00	0.00	43.24
1999-03-4863320	MELO REMIGIO E			04/26/2012	80.74	0.00	0.00	0.00	0.00	80.74
1999-03-4881701	PLAZA FELIX	BK	BANKRUPTCY	04/27/2012	391.30	0.00	0.00	0.00	0.00	391.30
1999-03-5130371	MALINES ANGEL JR	BK	BANKRUPTCY	04/26/2012	136.50	0.00	0.00	0.00	0.00	136.50
1999-03-5168441	PEREZ MARIA I			04/27/2012	460.66	0.00	0.00	0.00	0.00	460.66
1999-03-5413390	MELO REMIGIO			04/26/2012	364.00	0.00	0.00	0.00	0.00	364.00
1999-03-5668975	MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	168.10	0.00	0.00	0.00	0.00	168.10
1999-03-5673561	MELENDEZ MARISOL F AKA	BK	BANKRUPTCY	04/25/2012	156.98	0.00	0.00	0.00	0.00	156.98
1999-03-5673766	MENDENHALL CHANTA N			04/25/2012	315.06	0.00	0.00	0.00	0.00	315.06
1999-03-6806420	ANNUZZI KRISTA J	BK	BANKRUPTCY	04/26/2012	687.06	0.00	0.00	0.00	0.00	687.06
<b>MOTOR VEHICLE</b>	<b># Of Acct: 12</b>				<b>3,060.98</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,060.98</b>
1999-04-5779181	BATES SHENETA			04/26/2012	312.78	0.00	0.00	0.00	0.00	312.78
1999-04-5779483	BECKHAM VALERIE R	BK	BANKRUPTCY	04/25/2012	207.29	0.00	0.00	0.00	0.00	207.29
1999-04-5828051	MCCALLUM MARY			04/26/2012	112.65	0.00	0.00	0.00	0.00	112.65
1999-04-5889866	GANT VERDINA			04/26/2012	105.76	0.00	0.00	0.00	0.00	105.76

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Page: 3

Bill #	Dst Name	Code	Reason	Date	Town Due/SuspDist	Due/SuspSewer	Due/Susp	Total
1999-04-5899594	LOPEZ VIRGEN S	BK	BANKRUPTCY	04/27/2012	78.46	0.00	0.00	78.46
<b>MV SUPP</b>	<b># Of Acct: 5</b>				<b>816.94</b>	<b>0.00</b>	<b>0.00</b>	<b>816.94</b>
<b>YR : 1999</b>	<b>TOTAL : 18</b>				<b>4,143.78</b>	<b>0.00</b>	<b>0.00</b>	<b>4,143.78</b>
2000-02-6439061	KELLY GWENDOLYN R.			04/26/2012	210.48	0.00	0.00	210.48
<b>PERSONAL PROPERTY</b>	<b># Of Acct: 1</b>				<b>210.48</b>	<b>0.00</b>	<b>0.00</b>	<b>210.48</b>
2000-03-4099107	MOORER FREDERICK	BK	BANKRUPTCY	04/27/2012	104.66	0.00	0.00	104.66
2000-03-4881701	PLAZA FELIX	BK	BANKRUPTCY	04/27/2012	330.98	0.00	0.00	330.98
2000-03-5168441	PEREZ MARIA I			04/27/2012	401.52	0.00	0.00	401.52
2000-03-5668975	MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	147.88	0.00	0.00	147.88
2000-03-5673561	MELENDEZ MARISOL F AKA			04/25/2012	128.52	0.00	0.00	128.52
2000-03-5673766	MENDENHALL CHANTA N			04/25/2012	277.56	0.00	0.00	277.56
2000-03-5933067	BECKHAM VALERIE R			04/25/2012	701.82	0.00	0.00	701.82
2000-03-5976831	GANT VERDINA			04/26/2012	130.78	0.00	0.00	130.78
2000-03-5984613	GRAY CATRENE A			04/26/2012	414.06	0.00	0.00	414.06
2000-03-6009856	LOPEZ VIRGEN S	BK	BANKRUPTCY	04/27/2012	130.78	0.00	0.00	130.78
2000-03-6012423	MALINES ANGEL	BK	BANKRUPTCY	04/26/2012	349.18	0.00	0.00	349.18
2000-03-6016771	MCCALLUM MARY			04/26/2012	110.32	0.00	0.00	110.32
2000-03-6044571	PORTER SONIE			04/27/2012	702.98	0.00	0.00	702.98
2000-03-6806420	ANNUZZI KRISTA J			04/26/2012	573.30	0.00	0.00	573.30
<b>MOTOR VEHICLE</b>	<b># Of Acct: 14</b>				<b>4,504.34</b>	<b>0.00</b>	<b>0.00</b>	<b>4,504.34</b>
2000-04-6113645	ACEVEDO ISMAEL			04/25/2012	1,135.10	0.00	0.00	1,135.10
2000-04-6157839	GANT VERDINA			04/26/2012	254.80	0.00	0.00	254.80
2000-04-6176884	KELLY GWENDOLYN R			04/26/2012	140.21	0.00	0.00	140.21
2000-04-6190411	MCCALLUM MARY			04/26/2012	387.34	0.00	0.00	387.34
2000-04-6212376	PORTER SONIE			04/27/2012	758.62	0.00	0.00	758.62
<b>MV SUPP</b>	<b># Of Acct: 5</b>				<b>2,676.07</b>	<b>0.00</b>	<b>0.00</b>	<b>2,676.07</b>
<b>YR : 2000</b>	<b>TOTAL : 20</b>				<b>7,390.89</b>	<b>0.00</b>	<b>0.00</b>	<b>7,390.89</b>

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Code	Reason	Date	Town Due/SuspDist	Due/SuspSewer	Due/Susp	Total
2001-02-6439061	KELLY GWENDOLYN R.			04/26/2012	161.06	0.00	0.00	161.06
<b>PERSONAL PROPERTY # Of Acct: 1</b>					<b>161.06</b>	<b>0.00</b>	<b>0.00</b>	<b>161.06</b>
2001-03-4037403	BYKOWSKI NICKOLAS	DE	DECEASED	04/25/2012	78.62	0.00	0.00	78.62
2001-03-4099107	MOORER FREDERICK	BK	BANKRUPTCY	04/27/2012	96.10	0.00	0.00	96.10
2001-03-4881701	PLAZA FELIX	BK	BANKRUPTCY	04/27/2012	290.48	0.00	0.00	290.48
2001-03-5168441	PEREZ MARIA I AKA			04/27/2012	306.82	0.00	0.00	306.82
2001-03-5409449	MARTINEZ LUIS F			04/26/2012	265.20	0.00	0.00	265.20
2001-03-5668975	MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	123.62	0.00	0.00	123.62
2001-03-5933067	BECKHAM VALERIE R			04/25/2012	548.18	0.00	0.00	548.18
2001-03-5976831	GANT VERDINA			04/26/2012	105.90	0.00	0.00	105.90
2001-03-5984613	GRAY CATRENE A			04/26/2012	319.92	0.00	0.00	319.92
2001-03-6009856	LOPEZ VIRGEN S	BK	BANKRUPTCY	04/27/2012	108.08	0.00	0.00	108.08
2001-03-6012423	MALINES ANGEL	BK	BANKRUPTCY	04/26/2012	282.80	0.00	0.00	282.80
2001-03-6016771	MCCALLUM MARY			04/26/2012	94.98	0.00	0.00	94.98
2001-03-6044571	PORTER SONIE			04/27/2012	551.44	0.00	0.00	551.44
2001-03-6255211	ACEVEDO ISMAEL			04/25/2012	879.48	0.00	0.00	879.48
2001-03-6313903	GANT VERDINA			04/26/2012	222.78	0.00	0.00	222.78
2001-03-6338345	KELLY GWENDOLYN R			04/26/2012	457.52	0.00	0.00	457.52
2001-03-6355631	MCCALLUM MARY			04/26/2012	429.12	0.00	0.00	429.12
2001-03-6383740	PORTER SONIE			04/27/2012	798.22	0.00	0.00	798.22
2001-03-6806420	ANNUZZI KRISTA J			04/26/2012	417.14	0.00	0.00	417.14
<b>MOTOR VEHICLE # Of Acct: 19</b>					<b>6,376.40</b>	<b>0.00</b>	<b>0.00</b>	<b>6,376.40</b>
2001-04-6440883	BOSTON RENEE B	BK	BANKRUPTCY	04/25/2012	571.27	0.00	0.00	571.27
2001-04-6449929	GRANT TAMARA	BK	BANKRUPTCY	04/26/2012	310.25	0.00	0.00	310.25
2001-04-6449937	GRANT TAMARA O A	BK	BANKRUPTCY	04/26/2012	48.86	0.00	0.00	48.86
2001-04-6450030	GRAY CATRENE A			04/26/2012	186.51	0.00	0.00	186.51
<b>MV SUPP # Of Acct: 4</b>					<b>1,116.89</b>	<b>0.00</b>	<b>0.00</b>	<b>1,116.89</b>

**Modify Suspense Report**

City Of BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Page: 5

Bill #	YR :	Dist Name	Code	Reason	Date	Town Due/Susp	Dist Due/Susp	Sewer Due/Susp	Total
	<b>2011</b>					<b>7,654.35</b>	<b>0.00</b>	<b>0.00</b>	<b>7,654.35</b>
		<b>TOTAL : 24</b>							
2002-03-5168441		PEREZ MARIA I			04/27/2012	237.64	0.00	0.00	237.64
2002-03-5668975		MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	97.16	0.00	0.00	97.16
2002-03-6001219		KEEVINS MARIANNE D			04/27/2012	1,140.82	0.00	0.00	1,140.82
2002-03-6353620		MARTINEZ LUIS F			04/26/2012	63.76	0.00	0.00	63.76
2002-03-6433372		ZAFRA PEDRO			04/27/2012	323.58	0.00	0.00	323.58
2002-03-6627096		BOSTON RENEE B			04/25/2012	505.20	0.00	0.00	505.20
2002-03-6677344		GRANT TAMARA	BK	BANKRUPTCY	04/26/2012	269.28	0.00	0.00	269.28
2002-03-6677352		GRANT TAMARA O A	BK	BANKRUPTCY	04/26/2012	154.56	0.00	0.00	154.56
2002-03-6677484		GRAY CATRENE A			04/26/2012	215.40	0.00	0.00	215.40
2002-03-6694818		KELLY GWENDOLYN R			04/26/2012	332.30	0.00	0.00	332.30
2002-03-6701687		LEON OCTAVIO	BK	BANKRUPTCY	04/26/2012	482.02	0.00	0.00	482.02
2002-03-6710384		MARTINEZ LUIS F			04/26/2012	132.32	0.00	0.00	132.32
2002-03-6741531		PORTER SONIE			04/27/2012	593.12	0.00	0.00	593.12
2002-03-6793972		ZAFRA PEDRO			04/27/2012	273.36	0.00	0.00	273.36
2002-03-6806420		ANNUZZI KRISTA J			04/26/2012	288.82	0.00	0.00	288.82
2002-03-7937603		CHRISTIANO JOSEPH L			04/25/2012	748.62	0.00	0.00	748.62
2002-03-7946980		FORBES SANDRA			04/26/2012	276.28	0.00	0.00	276.28
2002-03-7960478		CHRISTIANO JOSEPH L			04/25/2012	594.28	0.00	0.00	594.28
<b>MOTOR VEHICLE</b>		<b># Of Acct: 18</b>				<b>6,728.52</b>	<b>0.00</b>	<b>0.00</b>	<b>6,728.52</b>
2002-04-6895783		KELLY GWENDOLYN R			04/26/2012	85.01	0.00	0.00	85.01
2002-04-6901040		LEON OCTAVIO	BK	BANKRUPTCY	04/26/2012	65.19	0.00	0.00	65.19
2002-04-6906882		MALINES ANGEL	BK	BANKRUPTCY	04/26/2012	204.79	0.00	0.00	204.79
2002-04-6906891		MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	325.07	0.00	0.00	325.07
2002-04-6906904		MALINES ANGEL L JR	BK	BANKRUPTCY	04/26/2012	136.79	0.00	0.00	136.79
2002-04-6937494		PORTER SONIE			04/27/2012	197.78	0.00	0.00	197.78
<b>MV SUPP</b>		<b># Of Acct: 6</b>				<b>1,014.63</b>	<b>0.00</b>	<b>0.00</b>	<b>1,014.63</b>

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Date	Code	Reason	Town Due/SuspDist	Due/SuspSewer	Due/Susp	Total
<b>YR : 2002</b>	<b>TOTAL : 24</b>				<b>7,743.15</b>	<b>0.00</b>	<b>0.00</b>	<b>7,743.15</b>
2003-03-6001219	KEEVINS MARIANNE D	04/27/2012			655.04	0.00	0.00	655.04
2003-03-6012423	MALINES ANGEL L JR	04/26/2012	BK	BANKRUPTCY	212.90	0.00	0.00	212.90
2003-03-6387141	RAMOS ORLANDO	04/27/2012			184.42	0.00	0.00	184.42
2003-03-6677484	GRAY CATRENE A	04/26/2012			107.12	0.00	0.00	107.12
2003-03-7093081	MALINES ANGEL L JR	04/26/2012	BK	BANKRUPTCY	98.26	0.00	0.00	98.26
2003-03-7937603	CHRISTIANO JOSEPH L	04/25/2012			446.90	0.00	0.00	446.90
2003-03-7946980	FORBES SANDRA	04/26/2012			151.48	0.00	0.00	151.48
2003-03-7960478	CHRISTIANO JOSEPH L	04/25/2012			372.82	0.00	0.00	372.82
<b>MOTOR VEHICLE</b>	<b># Of Acct: 8</b>				<b>2,228.94</b>	<b>0.00</b>	<b>0.00</b>	<b>2,228.94</b>
2003-04-7221276	COMRIE MARK A	04/26/2012	BK	BANKRUPTCY	54.59	0.00	0.00	54.59
2003-04-7221284	COMRIE MARK E	04/26/2012	BK	BANKRUPTCY	296.13	0.00	0.00	296.13
2003-04-7248166	GAY ROBERT L 2ND	04/26/2012	BK	BANKRUPTCY	205.87	0.00	0.00	205.87
<b>MV SUPP</b>	<b># Of Acct: 3</b>				<b>556.59</b>	<b>0.00</b>	<b>0.00</b>	<b>556.59</b>
<b>YR : 2003</b>	<b>TOTAL : 11</b>				<b>2,785.53</b>	<b>0.00</b>	<b>0.00</b>	<b>2,785.53</b>
2004-02-8353871	GANT VERDINA	04/26/2012			166.72	0.00	0.00	166.72
<b>PERSONAL PROPERTY</b>	<b># Of Acct: 1</b>				<b>166.72</b>	<b>0.00</b>	<b>0.00</b>	<b>166.72</b>
2004-03-6387141	RAMOS ORLANDO	04/27/2012			345.74	0.00	0.00	345.74
2004-03-6396795	ROMAN ERIC X	04/27/2012			57.86	0.00	0.00	57.86
2004-03-7093081	MALINES ANGEL L JR	04/26/2012	BK	BANKRUPTCY	89.60	0.00	0.00	89.60
2004-03-7384108	BIZEWSKI DONALD R	04/25/2012	BK	BANKRUPTCY	16.51	0.00	0.00	16.51
2004-03-7402912	COMRIE MARK E	04/26/2012	BK	BANKRUPTCY	539.08	0.00	0.00	539.08
2004-03-7429977	FRANKLIN MARK C	04/26/2012	BK	BANKRUPTCY	150.64	0.00	0.00	150.64
2004-03-7433842	GAY ROBERT L 2ND	04/26/2012			779.68	0.00	0.00	779.68
2004-03-7571366	BECK BRIAN	04/25/2012	BK	BANKRUPTCY	585.04	0.00	0.00	585.04
2004-03-7937603	CHRISTIANO JOSEPH L	04/25/2012			395.86	0.00	0.00	395.86
2004-03-7937662	DOUICH KARIM	04/26/2012	BK	BANKRUPTCY	686.82	0.00	0.00	686.82

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Page: 7

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Code	Reason	Date	Town Due/Susp	Dist Due/Susp	Sewer Due/Susp	Total
2004-03-7937671	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	599.08	0.00	0.00	599.08
2004-03-7946980	FORBES SANDRA			04/26/2012	132.66	0.00	0.00	132.66
2004-03-7960478	CHRISTIANO JOSEPH L			04/25/2012	332.20	0.00	0.00	332.20
2004-03-7960729	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	424.66	0.00	0.00	424.66
2004-03-7960737	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	79.76	0.00	0.00	79.76
2004-03-7960745	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	20.16	0.00	0.00	20.16
<b>MOTOR VEHICLE</b>					<b>5,235.35</b>	<b>0.00</b>	<b>0.00</b>	<b>5,235.35</b>
# Of Acct: 16								
2004-04-6223602	ROMAN ERIC X			04/27/2012	7.06	0.00	0.00	7.06
2004-04-7630141	FRONTAL MARISOL			04/25/2012	24.31	0.00	0.00	24.31
2004-04-7630150	FRONTAL MARISOL	BK	BANKRUPTCY	04/25/2012	107.29	0.00	0.00	107.29
<b>MV SUPP</b>					<b>138.66</b>	<b>0.00</b>	<b>0.00</b>	<b>138.66</b>
# Of Acct: 3								
<b>YR : 2004</b>					<b>5,540.73</b>	<b>0.00</b>	<b>0.00</b>	<b>5,540.73</b>
<b>TOTAL : 20</b>								
2005-02-7930927	TITLY'S DELI MARKET	OB	OUT OF BUSINESS	04/25/2012	1,981.88	0.00	0.00	1,981.88
2005-02-8353871	GANT VERDINA			04/26/2012	170.18	0.00	0.00	170.18
<b>PERSONAL PROPERTY</b>					<b>2,152.06</b>	<b>0.00</b>	<b>0.00</b>	<b>2,152.06</b>
# Of Acct: 2								
2005-03-6785694	VICENTE OSVALDO R			04/27/2012	202.74	0.00	0.00	202.74
2005-03-7384108	BIZESKI DONALD R			04/25/2012	65.84	0.00	0.00	65.84
2005-03-7402912	COMRIE MARK E	BK	BANKRUPTCY	04/26/2012	540.86	0.00	0.00	540.86
2005-03-7429977	FRANKLIN MARK C	BK	BANKRUPTCY	04/26/2012	250.10	0.00	0.00	250.10
2005-03-7433842	GAY ROBERT L			04/26/2012	1,351.78	0.00	0.00	1,351.78
2005-03-7571366	BECK BRIAN			04/25/2012	555.14	0.00	0.00	555.14
2005-03-7770164	CAMPBELL ANN MARIE	BK	BANKRUPTCY	04/26/2012	108.74	0.00	0.00	108.74
2005-03-7804549	FRONTAL MARISOL			04/25/2012	51.04	0.00	0.00	51.04
2005-03-7804557	FRONTAL MARISOL			04/25/2012	149.46	0.00	0.00	149.46
2005-03-7905817	SPAIN TERRENCE	BK	BANKRUPTCY	04/27/2012	1,298.42	0.00	0.00	1,298.42
2005-03-7937603	CHRISTIANO JOSEPH L			04/25/2012	332.96	0.00	0.00	332.96
2005-03-7937662	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	720.20	0.00	0.00	720.20

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Code	Reason	Date	Town Due/Susp	Dist Due/Susp	Sewer Due/Susp	Total
2005-03-7937671	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	538.66	0.00	0.00	538.66
2005-03-7946980	FORBES SANDRA			04/26/2012	136.14	0.00	0.00	136.14
2005-03-7960478	CHRISTIANO JOSEPH I			04/25/2012	322.00	0.00	0.00	322.00
2005-03-7960729	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	778.38	0.00	0.00	778.38
2005-03-7960737	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	82.88	0.00	0.00	82.88
2005-03-7960745	DOUICH KARIM	BK	BANKRUPTCY	04/26/2012	21.14	0.00	0.00	21.14
	<b># Of Acct: 18</b>				<b>7,506.48</b>	<b>0.00</b>	<b>0.00</b>	<b>7,506.48</b>
2005-04-7632411	GARRETT BENNY I			04/26/2012	109.93	0.00	0.00	109.93
2005-04-7989638	CARTER STEPHAN K	BK	BANKRUPTCY	04/25/2012	55.30	0.00	0.00	55.30
2005-04-8019980	GARRETT BENNY I			04/26/2012	71.24	0.00	0.00	71.24
2005-04-8034024	HOTOS WILFREDO			04/26/2012	102.74	0.00	0.00	102.74
	<b># Of Acct: 4</b>				<b>339.21</b>	<b>0.00</b>	<b>0.00</b>	<b>339.21</b>
	<b>YR : 2005</b>				<b>9,997.75</b>	<b>0.00</b>	<b>0.00</b>	<b>9,997.75</b>
2006-02-7930927	TITLY'S DELI MARKET	OB	OUT OF BUSINESS	04/25/2012	2,322.00	0.00	0.00	2,322.00
2006-02-8353871	GANT VERDINA			04/26/2012	156.24	0.00	0.00	156.24
	<b>PERSONAL PROPERTY</b>				<b>2,478.24</b>	<b>0.00</b>	<b>0.00</b>	<b>2,478.24</b>
2006-03-0560057	FOX JOYCE D			04/26/2012	57.42	0.00	0.00	57.42
2006-03-4578595	GREENBAUM SIMONE	BK	BANKRUPTCY	04/26/2012	66.46	0.00	0.00	66.46
2006-03-5665739	LITTLE GWENDOLYN G	DE	DECEASED	04/25/2012	85.94	0.00	0.00	85.94
2006-03-6785694	VICENTE OSVALDO R			04/27/2012	177.72	0.00	0.00	177.72
2006-03-7529904	SANCHEZ FLORENCIO D JR			04/27/2012	237.67	0.00	0.00	237.67
2006-03-7804549	FRONTAL MARISOL			04/25/2012	49.82	0.00	0.00	49.82
2006-03-7804557	FRONTAL MARISOL			04/25/2012	119.18	0.00	0.00	119.18
2006-03-7807084	GARRETT BENNY I			04/26/2012	148.82	0.00	0.00	148.82
2006-03-7808412	GIANCARLI MONICA	BK	BANKRUPTCY	04/25/2012	71.87	0.00	0.00	71.87
2006-03-7905817	SPAIN TERRENCE	BK	BANKRUPTCY	04/27/2012	1,031.60	0.00	0.00	1,031.60
2006-03-8160011	CARTER STEPHAN K			04/25/2012	202.28	0.00	0.00	202.28

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Page: 9

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Code	Reason	Date	Town Due	Susp	Dist Due	Susp	Sewer Due	Total
2006-03-8207417	HICKS ANNIE B	DE	DECEASED	04/27/2012	408.88	0.00	0.00	0.00	0.00	408.88
2006-03-8209495	HOSTOS WILFREDO			04/26/2012	187.08	0.00	0.00	0.00	0.00	187.08
2006-03-8209509	HOSTOS WILFREDO			04/26/2012	48.38	0.00	0.00	0.00	0.00	48.38
2006-03-8211040	IBARRA OSCAR	BK	BANKRUPTCY	04/26/2012	52.74	0.00	0.00	0.00	0.00	52.74
2006-03-8211058	IBARRA OSCAR	BK	BANKRUPTCY	04/26/2012	85.60	0.00	0.00	0.00	0.00	85.60
	<b># OF Acct: 16</b>				<b>3,031.46</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,031.46</b>
2006-04-8423942	HOSTOS WILFREDO			04/26/2012	620.52	0.00	0.00	0.00	0.00	620.52
2006-04-8423951	HOSTOS WILFREDO			04/26/2012	24.52	0.00	0.00	0.00	0.00	24.52
	<b># OF Acct: 2</b>				<b>645.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>645.04</b>
<b>IR : 2006</b>	<b>TOTAL : 20</b>				<b>6,154.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,154.74</b>
2007-02-7930927	TITLYS DELI MARKET	OB	OUT OF BUSINESS	04/25/2012	3,009.16	0.00	0.00	0.00	0.00	3,009.16
	<b># OF Acct: 1</b>				<b>3,009.16</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,009.16</b>
2007-03-0560057	FOX JOYCE D			04/26/2012	106.10	0.00	0.00	0.00	0.00	106.10
2007-03-5154149	PISACRETA JOHN			04/27/2012	93.62	0.00	0.00	0.00	0.00	93.62
2007-03-5665739	LITTLE GWENDOLYN G			04/25/2012	88.94	0.00	0.00	0.00	0.00	88.94
2007-03-5701174	SCOTT PAUL P	BK	BANKRUPTCY	04/27/2012	22.26	0.00	0.00	0.00	0.00	22.26
2007-03-5957420	DAILEY SHENETA AND	BK	BANKRUPTCY	04/26/2012	582.00	0.00	0.00	0.00	0.00	582.00
2007-03-6037949	PARKER AUDREY M	BK	BANKRUPTCY	04/27/2012	239.48	0.00	0.00	0.00	0.00	239.48
2007-03-6293198	DAILEY SHENETA OR			04/26/2012	643.60	0.00	0.00	0.00	0.00	643.60
2007-03-6785694	VICENTE OSVALDO R			04/27/2012	160.72	0.00	0.00	0.00	0.00	160.72
2007-03-7150581	SCOTT PAUL P	BK	BANKRUPTCY	04/27/2012	241.86	0.00	0.00	0.00	0.00	241.86
2007-03-7787857	DEJESUS CHARLES J OR	BK	BANKRUPTCY	04/26/2012	299.58	0.00	0.00	0.00	0.00	299.58
2007-03-7895919	SANCHEZ FLORENCIO D			04/27/2012	531.40	0.00	0.00	0.00	0.00	531.40
2007-03-8160011	CARTER STEPHAN K			04/25/2012	203.60	0.00	0.00	0.00	0.00	203.60
2007-03-8171595	DAILEY RICHARD OR	BK	BANKRUPTCY	04/26/2012	87.38	0.00	0.00	0.00	0.00	87.38
2007-03-8171609	DAILEY RICHARD OR			04/26/2012	165.70	0.00	0.00	0.00	0.00	165.70
2007-03-8193963	GARRETT BENNY I			04/26/2012	82.83	0.00	0.00	0.00	0.00	82.83

**Modify Suspense Report**

City of BRIDGEPORT Date: 05/11/2012 Time: 11:17:47  
 Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No Page: 10

Bill #	Dst Name	Code	Reason	Date	Town Due/Susp	Dist Due/Susp	Sewer Due/Susp	Total
2007-03-8193971	GARRETT BENNY I			04/26/2012	71.77	0.00	0.00	71.77
2007-03-8209495	HOSTOS WILFREDO			04/26/2012	186.44	0.00	0.00	186.44
2007-03-8209509	HOSTOS WILFREDO			04/26/2012	74.89	0.00	0.00	74.89
2007-03-8211040	IBARRA OSCAR	BK	BANKRUPTCY	04/26/2012	106.86	0.00	0.00	106.86
2007-03-8211058	IBARRA OSCAR	BK	BANKRUPTCY	04/26/2012	163.04	0.00	0.00	163.04
2007-03-8268211	RASCOE GWANDEH E	BK	BANKRUPTCY	04/26/2012	679.50	0.00	0.00	679.50
2007-03-8575289	FAUSTINE PETER M			04/26/2012	156.80	0.00	0.00	156.80
2007-03-8583311	GASSO NANCY L			04/26/2012	546.74	0.00	0.00	546.74
2007-03-8599374	HOSTOS WILFREDO			04/26/2012	574.20	0.00	0.00	574.20
2007-03-8668554	ROSEMAN ROSEMARIE			04/27/2012	134.94	0.00	0.00	134.94
	<b># Of Acct: 25</b>				<b>6,244.25</b>	<b>0.00</b>	<b>0.00</b>	<b>6,244.25</b>
2007-04-0083931	DAILEY RICHARD AND			04/26/2012	165.12	0.00	0.00	165.12
2007-04-0083933	DAILEY RICHARD OR			04/26/2012	33.12	0.00	0.00	33.12
2007-04-0087065	GREEN DAVE A			04/26/2012	270.49	0.00	0.00	270.49
2007-04-0087066	GREEN DAVE A			04/26/2012	100.62	0.00	0.00	100.62
2007-04-0091505	MONTALVO TONI F			04/26/2012	668.12	0.00	0.00	668.12
2007-04-0091506	MONTALVO TONI F			04/26/2012	1,184.89	0.00	0.00	1,184.89
2007-04-0093856	PISACRETA JOHN			04/27/2012	220.94	0.00	0.00	220.94
2007-04-0096428	SCOTT PAUL P			04/27/2012	357.53	0.00	0.00	357.53
	<b># Of Acct: 8</b>				<b>3,000.83</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.83</b>
<b>MR SUPP</b>					<b>12,254.24</b>	<b>0.00</b>	<b>0.00</b>	<b>12,254.24</b>
<b>OB</b>					<b>2,614.96</b>	<b>0.00</b>	<b>0.00</b>	<b>2,614.96</b>
2008-02-0044834	TITILYS DELI MARKET	OB	OUT OF BUSINESS	04/25/2012	2,614.96	0.00	0.00	2,614.96
	<b># Of Acct: 1</b>				<b>2,614.96</b>	<b>0.00</b>	<b>0.00</b>	<b>2,614.96</b>
2008-03-0064039	CROCKER BRIAN A	BK	BANKRUPTCY	04/25/2012	113.90	0.00	0.00	113.90
2008-03-0066294	DEJESUS NATASHA	BK	BANKRUPTCY	04/26/2012	483.20	0.00	0.00	483.20
2008-03-0066295	DEJESUS NATASHA OR			04/26/2012	612.71	0.00	0.00	612.71
2008-03-0068481	DUNCAN VISHNU B	BK	BANKRUPTCY	04/26/2012	159.22	0.00	0.00	159.22

**Modify Suspense Report**

Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Page: 11

Bill #	Dst Name	Code	Reason	Date	Town Due/Susp	Dist Due/Susp	Sewer Due/Susp	Total
2008-03-0070667	FAUSTINE PETER M			04/26/2012	123.58	0.00	0.00	123.58
2008-03-0073755	GARRETT BENNY I			04/26/2012	68.57	0.00	0.00	68.57
2008-03-0074370	GIGLIO ANGELA L			04/26/2012	340.92	0.00	0.00	340.92
2008-03-0076511	GREEN DAVE A			04/26/2012	505.94	0.00	0.00	505.94
2008-03-0076512	GREEN DAVE A			04/26/2012	236.47	0.00	0.00	236.47
2008-03-0078667	HERNANDEZ JAMES JR			04/26/2012	355.26	0.00	0.00	355.26
2008-03-0078669	HERNANDEZ JAMES R JR			04/26/2012	63.92	0.00	0.00	63.92
2008-03-0078670	HERNANDEZ JAMES R JR			04/26/2012	30.33	0.00	0.00	30.33
2008-03-0079937	HOSTOS WILFREDO			04/26/2012	367.64	0.00	0.00	367.64
2008-03-0080508	IBARRA OSCAR	BK	BANKRUPTCY	04/26/2012	118.16	0.00	0.00	118.16
2008-03-0087946	MAGNUS GWANDEN E	BK	BANKRUPTCY	04/26/2012	100.34	0.00	0.00	100.34
2008-03-0093128	MONTALVO TONI F			04/26/2012	650.84	0.00	0.00	650.84
2008-03-0093129	MONTALVO TONI F			04/26/2012	1,279.20	0.00	0.00	1,279.20
2008-03-0101552	PISACRETA JOHN			04/27/2012	324.64	0.00	0.00	324.64
2008-03-0103560	RASCOE GWANDEH E	BK	BANKRUPTCY	04/26/2012	440.86	0.00	0.00	440.86
2008-03-0109074	SANCHEZ FLORENCIO D			04/27/2012	579.56	0.00	0.00	579.56
2008-03-0115781	TOBIAS MARCELO			04/27/2012	256.86	0.00	0.00	256.86
<b>MOTOR VEHICLE</b>	<b># Of Acct: 21</b>				<b>7,212.12</b>	<b>0.00</b>	<b>0.00</b>	<b>7,212.12</b>
2008-04-0085777	GARRETT BENNY			04/26/2012	92.20	0.00	0.00	92.20
2008-04-0087655	JEAN-JULES DIVENSON	BK	BANKRUPTCY	04/26/2012	26.46	0.00	0.00	26.46
2008-04-0088552	LEBRON EDILBERTO	DE	DECEASED	04/25/2012	42.92	0.00	0.00	42.92
2008-04-0096010	TOBIAS MARCELO DANIEL			04/27/2012	118.12	0.00	0.00	118.12
2008-04-0097246	WHITMORE JAMES JR	DE	DECEASED	04/30/2012	36.14	0.00	0.00	36.14
<b>MV SUPP</b>	<b># Of Acct: 5</b>				<b>315.84</b>	<b>0.00</b>	<b>0.00</b>	<b>315.84</b>
<b>YR : 2008</b>	<b>TOTAL : 27</b>				<b>10,142.92</b>	<b>0.00</b>	<b>0.00</b>	<b>10,142.92</b>
2009-02-0044834	DANNYS VARIETY	OB	OUT OF BUSINESS	04/25/2012	2,675.70	0.00	0.00	2,675.70
<b>PERSONAL PROPERTY</b>	<b># Of Acct: 1</b>				<b>2,675.70</b>	<b>0.00</b>	<b>0.00</b>	<b>2,675.70</b>

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Code	Reason	Date	Town Due/SuspDist	Due/SuspSewer	Due/Susp	Total
2009-03-0012680	COLON ANGIE	BK	BANKRUPTCY	04/26/2012	80.07	0.00	0.00	80.07
2009-03-0013597	COSME JAVIER D	DE	DECEASED	04/27/2012	93.55	0.00	0.00	93.55
2009-03-0014095	CRUMPTON DEBORAH B	BK	BANKRUPTCY	04/26/2012	82.45	0.00	0.00	82.45
2009-03-0014096	CRUMPTON OTTO	BK	BANKRUPTCY	04/26/2012	147.06	0.00	0.00	147.06
2009-03-0016209	DEJESUS NATASHA			04/26/2012	22.73	0.00	0.00	22.73
2009-03-0016210	DEJESUS NATASHA OR			04/26/2012	819.36	0.00	0.00	819.36
2009-03-0016568	DELVECCCHIO JOHN J	DE	DECEASED	04/27/2012	267.18	0.00	0.00	267.18
2009-03-0018314	DUNCAN ANGIE C	BK	BANKRUPTCY	04/26/2012	68.58	0.00	0.00	68.58
2009-03-0018771	EBRON BRYANT			04/26/2012	72.94	0.00	0.00	72.94
2009-03-0020562	FELISBRET VICKIE	BK	BANKRUPTCY	04/26/2012	806.28	0.00	0.00	806.28
2009-03-0025766	GRABOWSKI EDWARD C	DE	DECEASED	05/10/2012	93.55	0.00	0.00	93.55
2009-03-0030114	IBARRA OSCAR	BK	BANKRUPTCY	04/26/2012	124.88	0.00	0.00	124.88
2009-03-0031136	JEAN JULES DIVENSON	BK	BANKRUPTCY	04/26/2012	160.35	0.00	0.00	160.35
2009-03-0031179	JEAN-JULES DIVENSON	BK	BANKRUPTCY	04/26/2012	99.10	0.00	0.00	99.10
2009-03-0031180	JEAN-JULES DIVENSON	BK	BANKRUPTCY	04/26/2012	132.40	0.00	0.00	132.40
2009-03-0031181	JEAN-JULES DIVENSON	BK	BANKRUPTCY	04/26/2012	76.51	0.00	0.00	76.51
2009-03-0037577	MAGNUS GWANDEN E	BK	BANKRUPTCY	04/26/2012	111.00	0.00	0.00	111.00
2009-03-0037902	MALDONADO JULIA A			04/26/2012	74.92	0.00	0.00	74.92
2009-03-0042108	MINOR DEBORAH D			04/26/2012	344.08	0.00	0.00	344.08
2009-03-0042118	MINOR TIMOTHY L			04/26/2012	70.16	0.00	0.00	70.16
2009-03-0042119	MINOR TIMOTHY L			04/26/2012	158.16	0.00	0.00	158.16
2009-03-0042855	MONTERO JEREMIAS			04/26/2012	134.78	0.00	0.00	134.78
2009-03-0050955	PISACRETA JOHN			04/27/2012	292.16	0.00	0.00	292.16
2009-03-0052946	RASCOE GWANDEH E	BK	BANKRUPTCY	04/26/2012	382.92	0.00	0.00	382.92
2009-03-0065132	TOBIAS MARCELO D			04/27/2012	122.10	0.00	0.00	122.10
2009-03-0067821	VELAZQUEZ JUDITH			04/27/2012	89.59	0.00	0.00	89.59
2009-03-0067822	VELAZQUEZ JUDITH M			04/27/2012	344.08	0.00	0.00	344.08

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Dst Name	Code	Reason	Date	Town Due/Susp	Dist Due/Susp	Sewer Due/Susp	Total
2009-03-0070132	WILKINS THOMAS	DE	DECEASED	04/25/2012	501.32	0.00	0.00	501.32
2009-03-0070712	WILLOUGHBY LESLIE G			04/27/2012	4.74	0.00	0.00	4.74
2009-03-0071723	ZAPATA SUSAN A	BK	BANKRUPTCY	04/27/2012	627.90	0.00	0.00	627.90
<b>MOTOR VEHICLE</b>	<b># Of Acct: 30</b>				<b>6,404.90</b>	<b>0.00</b>	<b>0.00</b>	<b>6,404.90</b>
2009-04-0081583	BOKINA SOMMER L	DE	DECEASED	04/30/2012	106.75	0.00	0.00	106.75
2009-04-0083452	COSME JAVIER D	DE	DECEASED	04/27/2012	89.90	0.00	0.00	89.90
2009-04-0084736	DUNCAN ANGIE C	BK	BANKRUPTCY	04/26/2012	63.98	0.00	0.00	63.98
2009-04-0090749	MENDOZA SUSAN A	BK	BANKRUPTCY	04/27/2012	78.17	0.00	0.00	78.17
2009-04-0090750	MENDOZA SUSAN A	BK	BANKRUPTCY	04/27/2012	76.70	0.00	0.00	76.70
<b>MV SUPP</b>	<b># Of Acct: 5</b>				<b>415.50</b>	<b>0.00</b>	<b>0.00</b>	<b>415.50</b>
<b>YR : 2009</b>	<b>TOTAL : 36</b>				<b>9,496.10</b>	<b>0.00</b>	<b>0.00</b>	<b>9,496.10</b>
2010-02-0044834	DANNYS VARIETY	OB	OUT OF BUSINESS	04/25/2012	2,140.56	0.00	0.00	2,140.56
<b>PERSONAL PROPERTY</b>	<b># Of Acct: 1</b>				<b>2,140.56</b>	<b>0.00</b>	<b>0.00</b>	<b>2,140.56</b>
2010-03-0013687	COSME JAVIER D	DE	DECEASED	04/27/2012	122.10	0.00	0.00	122.10
2010-03-0016666	DELVECCHIO JOHN J	DE	DECEASED	04/27/2012	260.04	0.00	0.00	260.04
2010-03-0021689	FLOKOS KAI L OR	BK	BANKRUPTCY	04/26/2012	2.16	0.00	0.00	2.16
2010-03-0025829	GRABOWSKI EDWARD C	DE	DECEASED	05/10/2012	88.00	0.00	0.00	88.00
2010-03-0033838	KRAVETS YEFIM	DE	DECEASED	04/25/2012	70.16	0.00	0.00	70.16
2010-03-0042979	MOORE JOHN W	DE	DECEASED	04/25/2012	593.82	0.00	0.00	593.82
2010-03-0042980	MOORE JOHN W	DE	DECEASED	04/25/2012	182.34	0.00	0.00	182.34
2010-03-0064009	TANCHUM STACY GAYLE	DE	DECEASED	04/25/2012	118.92	0.00	0.00	118.92
2010-03-0070416	WHITTAKER ANDERSON	DE	DECEASED	04/27/2012	3.69	0.00	0.00	3.69
2010-03-0070552	WILKINS THOMAS	DE	DECEASED	04/25/2012	267.29	0.00	0.00	267.29
2010-03-0071049	WILLIAMS THERESA L	DE	DECEASED	04/27/2012	292.16	0.00	0.00	292.16
<b>MOTOR VEHICLE</b>	<b># Of Acct: 11</b>				<b>2,000.68</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.68</b>
2010-04-0098476	WILLIAMS SALLIE C	DE	DECEASED	04/27/2012	34.29	0.00	0.00	34.29
<b>MV SUPP</b>	<b># Of Acct: 1</b>				<b>34.29</b>	<b>0.00</b>	<b>0.00</b>	<b>34.29</b>

**Modify Suspense Report**

CITY OF BRIDGEPORT Date: 05/11/2012 Time: 11:17:47

Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Page: 14

Bill #	Dst Name	Code Reason	Date	Town Due/SuspDist	Due/SuspSewer	Due/Susp	Total
YR : 2010				4,175.53	0.00	0.00	4,175.53
<b>TOTAL : 13</b>							
<b>Grand Total: 296</b>				95,158.14	0.00	0.00	95,158.14

**COMM.# 88-11 Referred to Contracts Committee on 5/21/2012.**

CITY OF BRIDGEPORT  
**OFFICE OF THE CITY ATTORNEY**

999 Broad Street  
Bridgeport, Connecticut 06604-4328

**CITY ATTORNEY**  
Mark T. Anastasi

**DEPUTY CITY ATTORNEY**  
Arthur C Laske, III

**ASSOCIATE CITY ATTORNEYS**

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



**ASSISTANT CITY ATTORNEYS**

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

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

May 16, 2012

Fleeta Hudson, City Clerk  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

**RE: Request To Add Item to City Council  
Meeting Agenda May 21, 2012  
Subject: Arena Billboard Agreement  
Among Arena Operator, Independent Outdoor  
and City of Bridgeport**

Dear Fleeta:

At the request of Andy Nunn, the Chief Administrative Officer, please add this item to the Agenda for the May 21, 2012 meeting:

This matter involves a three-party agreement among the Arena Operator, Independent Outdoor and the City to place an illuminated digital sign on City property close to the Arena entrance near the Intermodal Parking Garage.

This arrangement will provide the Arena Operator with an important tool to expand significantly the advertisement of Arena events. The billboard will help to increase the visibility of the Arena and the events being staged, which will help ticket sales, and will increase the likelihood that the City will receive percentage rent in addition to the annual base rent.

The City will also be able to use the billboard to advertize City events, City attractions, make public service announcements, and the like.

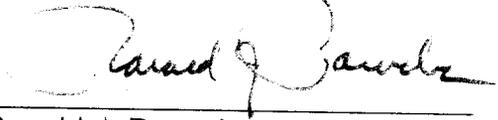
An important additional benefit of this arrangement is that the Arena Operator will transfer 25% of the Rent paid to it into the Arena's Capital Reserve

and Replacement Account to help offset capital repairs needed now and in the future.

Respectfully submitted,

**OFFICE OF THE CITY ATTORNEY**

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



Ronald J. Pacacha,  
Associate City Attorney

Encl. Proposed Resolution, Billboard Lease

## **RESOLUTION**

**Whereas, Harbor Yard Sports and Entertainment, LLC, the Arena Operator, Independent Outdoor III, LLC, an outdoor advertising company, and the City of Bridgeport desire to facilitate the erection of a digital billboard on City property located adjacent to the Webster Bank Arena at HarborYard;**

**Whereas the Arena Operator will benefit from the placement of such a billboard because it would increase the visibility of the Arena and afford a more prominent advertising tool for events at the Arena;**

**Whereas the City will benefit from such an arrangement in a number of ways, including the fact that (a) 25% of the rent paid to the Arena Operator will be dedicated to the Arena's capital reserve and replacement account to fund Arena repairs, (b) increased ticket sales that result make it more likely that the City will receive incentive rent in addition to base annual rent, and (c) the City will be entitled to use one of every six (6) "flips" allocated to the Arena Operator so that the City can advertize City events, make public service announcements, promote City destinations, and the like;**

**Whereas because this proposed arrangement will be located on City-owned land, a lease is required to ensure that the advertizing company's rights are established and its investment in the construction of the sign will be protected;**

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:**

**The attached Billboard Lease is hereby approved.**

**The Billboard Lease will become an addendum to the Operating Agreement with the Arena Operator.**

**The Mayor, or his designee, are hereby authorized to execute the Billboard Lease and to take all other actions and do all other things in furtherance of this resolution that are deemed to be in the best interests of the City of Bridgeport and consistent with this resolution.**

## BILLBOARD LEASE

THIS LEASE ("Lease") made this \_\_\_ day of \_\_\_\_\_, 2012, by and between **Harbor Yard Sports and Entertainment, LLC**, with an address at 600 Main Street, Bridgeport, CT 06604 ("**Operator**"), **Independent Outdoor III, LLC**, with an address at One Landmark Square, Suite 320, Stamford, CT 06901 ("**Lessee**"), and the **City of Bridgeport**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**Lessor**").

1. **PREMISES; USE** Lessor hereby grants a lease to Lessee to use and occupy a certain portion of the property located at 600 Main Street, Bridgeport, Connecticut, adjacent to the Webster Bank Arena, more particularly described and delineated in Schedule A hereto (the "**Premises**"). Lessor represents and warrants that it owns the Premises. The Operator has possession and control of the Premises under that certain Operating Agreement, dated as of July 25, 2000, by and between Service America Corporation d/b/a Volume Services America, now Centerplate, Inc. by change of name ("**Centerplate**") and the City (as amended, restated, supplemented or otherwise modified from time to time, the "**Operating Agreement**"), including that certain Assignment and Assumption of Operating Agreement, dated as of March 11, 2011 by and between Centerplate and Operator, and approved by the City Council under Agenda Item No. 28-10, on February 22, 2011. The Lessor is interested in entering into this Lease for the mutual benefit of the Lessor and the Operator to facilitate and enhance the advertising and promoting of events to be held at the Webster Bank Arena and to provide for the long-term upkeep of the Webster Bank Arena.

(a) Lessee hereby covenants and agrees that the Premises shall be used only for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and removing an outdoor advertising structure, including, without limitation, the footings, foundation, pole, and illuminated digital sign, together with all fixture connections, electrical supply connections, panels, signs, copy and any related equipment and accessories ("**Billboard**") as Lessee may place thereon, and for other uses incidental thereto. Lessee, the Lessor and their respective employees, contractors, agents and consultants, shall have all reasonable rights of ingress and egress for inspection and repairs by light vehicle and on foot over Lessor's land adjacent to the Premises in furtherance of the aforementioned purposes after prior notice and receipt of the Operator's and the Lessor's consent, which consent shall not be unreasonably withheld or delayed and such consent shall be deemed given if there is no response from Operator or Lessor within three (3) business days after Lessee's request; provided, however, that prior notice shall not be required in the event of an emergency (for example, but not limited to, an outage of all or a portion of the Billboard, physical damage, etc.). Lessee shall not use the Premises for any other purposes without the prior consent of the Operator and the Lessor, except in case of emergency, or for any purpose in violation of this Lease or the laws of the United States, the State of Connecticut, the City of Bridgeport.

(b) Operator shall have the right to place an advertisement on one of every six (6) flips on one face of the Billboard on a daily basis. Lessee shall advise Operator at least thirty (30) days in advance of the date each flip is available to it as aforesaid to determine if Operator does or does not intend to use the flip, and if Operator declines to use a particular flip, the Lessee may use the Operator's reserved flip for its own purposes. Operator shall provide Lessee the

advertisement at least two (2) business days in advance of the date same is to be displayed, failing which Lessee may use the reserved flip on such day for its own purposes. The Lessor also reserves the right to place advertisements on up to twenty-five percent (25%) of the Operator's flips in accordance with the procedure set forth in subsection (c) below. In addition, if Lessee has not committed any particular flip to another party by two (2) business days prior to the date same is to be displayed, Lessee shall offer Operator (for Operator's or the Lessor's use) to advertise on such flip at no expense. Any advertisement by Operator shall be an advertisement of the Bridgeport Sound Tigers hockey team or of any other business controlling, controlled by, or under common control with the Bridgeport Sound Tigers or any event or activity to be staged at the Webster Bank Arena. Any advertisement by Lessor shall be an advertisement of Bridgeport destinations and attractions such as, for example, but not limited to, Captain's Cove Marina, Klein Memorial Auditorium, City public events, public service announcements and the like.

(c) Lessor shall advise Operator at least thirty (30) days (but not more than forty-five (45) days) in advance of the date Lessor desires to utilize a flip consistent with subparagraph (b) above and if Lessor fails to so notify Operator of Lessor's desire to use a particular flip, the Operator may use the Lessor's reserved flip for its own purposes. Lessor shall provide Lessee the advertisement at least two (2) business days in advance of the date same is to be displayed, failing which Operator may use the reserved flip on such day for its own purposes and, if Operator declines to use such flip, then the Lessee shall have the right to use such flip for its own purposes consistent with subparagraph (b) above.

## 2. TERM; TERMINATION

Operator has informed Lessee that the current term of the Operating Agreement expires on October 9, 2021 and that Operator has the option to extend the Operating Agreement for an additional ten (10) years beyond such date in accordance with its terms. Therefore, the term (the "**Term**") of this Lease shall commence on the date that a fully-executed original hereof is delivered to the Lessee and the Operator (the "**Commencement Date**") and the Rent (as defined in paragraph 3 hereof) shall commence on the date that is the six (6) month anniversary of the date upon which Lessee receives the last of all land use and construction permits, approvals and certificates from any and all governmental or quasi-governmental bodies necessary or required for Lessee to commence construction of the Billboard and install the faces thereof or the date that the Billboard becomes operational, whichever shall occur first (the "**Rent Commencement Date**"), and the Term shall terminate upon the expiration of the ten (10)-year anniversary of the Rent Commencement Date, unless sooner terminated as provided in the Operating Agreement, or upon the termination of this Lease, whichever occurs first (the "**Expiration Date**") and the Lessee shall promptly confirm by notice to the other parties the exact dates that are the Commencement Date and the Rent Commencement Date, provided, however, that, if the Operating Agreement is terminated before the Expiration Date or is not extended as described above, and provided further that Lessee is not in default under this Lease at that time beyond any applicable grace or cure period provided hereunder, this Lease will become a direct lease between the Lessor and the Lessee alone through the twenty (20)-year anniversary of the Rent Commencement Date on the same terms and conditions as described herein. In such event, the Lessor shall not be responsible for any actions or omissions of the Operator, or defaults or events

of default committed by the Operator under this Lease, or for damage, injury, loss, cost or expense of any kind or nature caused by the Operator's acts or omissions, and the Lessor and the Lessee shall execute an acknowledgement of the continuation of the Lease on substantially the same terms within sixty (60) days after the occurrence of an event that would trigger the use of this subparagraph. The Lessor agrees to notify Lessee of any extension of the Operating Agreement that extends the Expiration Date of this Lease. The Lessee shall promptly inform the Lessor when the last of its required permits has been received and the parties shall execute a letter or other document confirming the Commencement Date and the Rent Commencement Date, which shall become part of this Lease. A "Lease Year" shall mean an annual period consisting of 365 (or 366 in a leap year) days from January 1 through December 31 during the term and any annual period shorter than 365 (or 366, as the case may be) days, such as for example the period between the Commencement Date and the December 31 to first occur thereafter shall mean a "**Partial Lease Year**". Notwithstanding anything contained in the foregoing to the contrary, the parties acknowledge that this Lease, after approval by the City Council and when fully executed, shall be binding on the parties as of the latest date set forth on the signature page hereto.

### 3. RENT

(a) Lessee covenants to pay Operator during a Lease Year base annual rental ("**Rent**") equal to the greater of (a) Fifty Thousand Dollars (\$50,000) per annum (the "**Minimum Base Rent**") or (b) Twenty-Five Percent (25%) of the Net Income in leasing the Billboard (the "**Minimum Percentage Rent**"), provided, however, that Lessee shall pay Rent pro-rata for any Partial Lease Year. "**Net Income**" is defined as gross advertising revenues or all amounts actually received by Lessee on account of any media placed or displayed on the Billboard during a Lease Year ("**Gross Advertising Revenues**"), less the actual agency fees paid to third parties by Lessee for arranging for media to be placed or displayed on the Billboard ("**Agency Fees**"), and all other monies received by the Lessee for the use of the Billboard for advertising or any other purposes ("**Miscellaneous Fees**"). Any Gross Advertising Revenues not collected in any Lease Year or Partial Lease Year, if subsequently collected, shall be reconciled by the Lessee with the Lessor and the Operator in the Lease Year during which such collections are realized. Lessor shall have the right to audit the Rent paid or payable, the Minimum Percentage Rent paid or payable, and the Gross Advertising Revenues, Agency Fees and Miscellaneous Fees as components of Net Income pursuant to and as further described in paragraph 20(l) of this Lease. Operator will transfer Twenty-Five Percent (25%) of the Rent received for each Lease Year and Partial Lease Year into the R&R Account as defined in and required by the Operating Agreement in order to fund Necessary Additions and Capital Repairs (defined in the Operating Agreement) no later than thirty (30) days after the end of a Lease Year or Partial Lease Year hereunder ("**Arena Funding**"). Lessee shall pay the Minimum Base Rent in twelve (12) equal monthly installments in advance during a Lease Year no later than fifteen (15) calendar days after the first day of each month for such month and shall pay pro rata the Minimum Base Rent in a Partial Lease Year. In addition, no later than thirty (30) days after the end of each Lease Year or Partial Lease Year, Lessee shall pay to Operator the amount, if any, by which the Minimum Percentage Rent for such Lease Year or Partial Lease Year exceeded the Minimum Base Rent for such period together with a statement showing the calculation of the Minimum Percentage Rent to the reasonable satisfaction of the Operator. The Minimum Base Rent on account of any Partial Lease Year shall be pro-rated on the basis of the number of days

in such Partial Lease Year as a fraction of 365 multiplied by the Minimum Base Rent. Likewise, determination of the Rent for such Partial Lease Year shall be the greater of the Minimum Base Rent owed during such Partial Lease Year or Twenty-Five Percent (25%) of the Net Income received by Lessee in leasing the Billboard during such Partial Lease Year.

#### **4. ALTERATIONS; BILLBOARD CONSTRUCTION**

(a) Lessee, after the initial construction of the Billboard and receipt of the Lessor's and the Operator's approval, shall not materially alter the Premises without submitting its final construction plans for pre-approval to and obtaining the prior written consent of Operator and Lessor, respectively, such consents not to be unreasonably withheld in the exercise of the commercial business judgment of the Operator and the Lessor.

(b) Lessor hereby grants Lessee the right (subject to obtaining all required permits and approvals of all governmental authorities having jurisdiction) to construct on the Premises a new electronic billboard structure with two (2) sides in accordance with all applicable law, including the right to make all necessary repairs and replacements contemplated herein. Each face shall be no greater than Nine Hundred (900) square feet in size. Lessee shall be obligated, upon its entry onto the Premises for any purpose, to return the Premises to the condition in which it was found immediately prior to such entry, reasonable wear and tear and deterioration by the elements excepted. The parties shall mutually agree about construction days and hours, laydown areas and the like so as not to unreasonably interfere with events.

(c) Lessee, before undertaking any alterations, installations or improvements consistent with the requirements of this Lease, shall, at its expense, obtain all permits, approvals and certificates required by any and all governmental or quasi-governmental bodies necessary or required in connection with Lessee's work, use of the Premises or occupancy thereof, and, upon completion thereof, shall promptly deliver to Lessor and Operator duplicates of all such permits, approvals and certificates. Operator and Lessor at no material expense to either will reasonably cooperate with Lessee in Lessee's applying for and obtaining any of the necessary permits, approvals and certificates for the Billboard.

(d) Operator desires that the Billboard pole have an architectural enhancement, which Lessee shall maintain, that relates to the Arena, e.g., being in the shape of a hockey stick. Lessee shall reasonably cooperate with Operator in developing this enhancement. Operator shall be responsible for all hard costs of the construction and installation of the Billboard enhancement in excess of Fifty Thousand Dollars (\$50,000), which payments Operator shall make to Lessee from time to time as Lessee is billed therefor, within twenty (20) days after Lessee's request therefor. If Operator fails to timely make any such payment, Lessee may deduct such amount from the next Rent payments due hereunder. Lessee shall solicit multiple bids for the construction and installation of the Billboard enhancement.

#### **5. OWNERSHIP OF BILLBOARD; OBLIGATION TO REMOVE**

The Billboard and other improvements and fixtures installed or displayed on the Premises shall at all times remain the property of Lessee, and no lien or encumbrance of any kind or manner shall be placed upon the Billboard or any equipment by Lessor, Operator or any third

party claiming through Lessor or Operator, respectively. The Operator hereby represents and warrants that it shall be responsible for the removal of the Billboard at its sole cost and expense at such time as this Lease expires or is earlier terminated within thirty (30) days after receiving written request from the Lessor ("**Removal Guaranty**"). Operator's failure to remove such improvements within such 30-day period shall entitle the Lessor to seek all remedies available at law or in equity against the Operator, including costs, expenses and attorneys' fees. This paragraph shall survive the expiration or early termination of this Lease.

6. **FEES; TAXES**

Lessee covenants to pay to all governmental authorities having jurisdiction over the Premises, all personal property taxes assessed against the Billboard, and all fees and charges for all permits, inspections and licenses incidental to or necessary for Lessee's use of the Billboard, but only with respect to the construction, maintenance, repair and display of the Billboard. For clarification, in no event shall Lessee be responsible for any real estate taxes on the Lessor's property, including the Premises.

7. **INSURANCE**

The Lessee is required to obtain the following insurance coverage and shall procure, present to the Lessor and Operator, and maintain in effect through and including the expiration of the Term or the earlier termination of this Lease without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A- / 15 or rating otherwise acceptable to the Lessor and Operator.

**Commercial General Liability** (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Lease. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (12 months), broad form property damage, care, custody and control, with limitations of \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

**Business Automobile** insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

**Workers' Compensation** insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

**General Requirements.** All policies shall include the following provisions:

Cancellation notice—The Lessor shall be entitled to receive from the insurance carriers not less than 30 days' prior written notice of cancellation or non-renewal (10 days in the case of non-payment) to be given to the Lessor at its notice address set forth herein.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting all coverage by policy endorsement required and delivered to the Lessor prior to any entry onto the Premises or the commencement of work or other activity under this Lease.

Blanket Coverage- Lessee shall have the right to carry all or any portion of the insurance required hereunder pursuant to blanket policies covering the Premises as well as other operations/locations of Lessee and its affiliates.

Additional insured—Lessee will arrange with their respective insurance agents or brokers to name the Lessor and Operator on all policies of primary and excess insurance coverages by policy endorsement. Lessee shall submit to the Lessor and Operator upon commencement of this Lease and periodically thereafter, but in no event less than once during each year of this Lease, evidence of the existence of the required insurance in the form required hereby. Such certificates shall specifically designate the Lessor and the Operator in the following form and manner:

The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA  
Attention: Office of Planning and Economic Development  
999 Broad Street  
Bridgeport, Connecticut 06604

Such certificates shall specifically designate the Operator in the following form and manner:

Harbor Yard Sports and Entertainment, LLC and its owners, shareholders, members, officers, employees, agents, other representatives, successors and assigns  
600 Main Street  
Bridgeport, CT 06609  
Attn.: President

8. **INDEMNIFICATION AND NON-LIABILITY OF LESSOR**

(a) Lessee shall indemnify and hold harmless Lessor and Operator from and defend each against any and all loss, cost, liability and expense, including court costs, expenses and

reasonable attorneys' fees, that may arise as a result of Lessee's willful or negligent acts or omissions during the Term or during any other period or on any occasion or as a result of the Lessee's breach of this Lease, which has not been cured by Lessee within thirty (30) days after Lessee's receipt of notice of such breach from Lessor or Operator.

(b) Lessee agrees that all property, including the Billboard, of any kind owned by or in the possession, use, care, custody or control of Lessee and situated (whether permanently or temporarily) upon the Premises (during the Term and during any other period in which Lessee occupies the Premises under this Lease), shall be on the Premises at the sole risk and hazard of Lessee, except to the extent any damage results from the acts or omissions that are the proximate cause of Lessor or Operator, respectively.

(c) Lessee shall, during the Term and any other period in which Lessee enters upon or occupies the Premises under this Lease, comply in all material respects with (i) all applicable laws, ordinances and regulations of governmental authorities respecting Lessee's use of the Premises and the conduct of Lessee's business on the Premises and (ii) all applicable requirements of the insurers under the required policies of insurance.

This paragraph 8 shall survive the expiration or early termination of this Lease.

#### 9. **RIGHT TO ENTER**

Lessor and Operator, respectively, reserve the right with their respective representatives, at all reasonable times and upon reasonable prior notice, except in case of emergency, to enter upon the Premises, to examine the condition thereof.

#### 10. **ASSIGNMENT; SUBLEASING**

Transfers of Interests in the Lease or in the Lessee Entity:

(a) Definition of Transfer of Lease. For purposes of this Lease, a "**Transfer of Lease**" means a transfer of any direct interest in the Lease other than the following types of transfers which do not constitute a Transfer of Lease:

- (i) transfers to entities that control or are controlled by the Lessee;
- (ii) mortgages or liens against the Billboard; or
- (iii) sales, rental leases, leases of payment arrangements of any type related to use of the Billboard or its appurtenances.

(b) Definition of Transfer of Entity. For purposes of this Lease, a "**Transfer of Entity**" means a transfer of a controlling interest (51% or more) in the business entity that constitutes the Lessee and/or the transfer of possession of the power to direct or cause the direction of the management and policy of the Lessee whether through the ownership of a controlling interest, by statute, or according to the provisions of a contract ("**Control**"). The following does not constitute a Transfer of Entity:

(i) a transfer of membership or ownership interests in the Lessee entity without the prior approval of the Lessor and Operator so long as Lessee continues to Control the Lessee entity and demonstrates such Control to the Lessor's and the Operator's reasonable satisfaction.

(c) Notice to Lessor and Operator and Receipt of Consent. After reasonable prior written notice to the Lessor and Operator, the Lessee may make a Transfer of Lease or Transfer of Entity provided that the Operator and Lessor are reasonably satisfied that:

(i) the proposed transferee has proven related project experience and the capability to acquire any necessary financing for development of the Billboard if the Billboard has not yet been constructed or the experience needed to perform this Lease; and

(ii)

the officers, directors, managing members, members having more than a 10% interest in the transferee have not been debarred from doing business in any jurisdiction, been convicted of a felony as a participant in governmental corruption, serious unethical conduct or other conduct evidencing business corruption or fraud; and

(iii) such transferee is not in default in tax payments to the City.

Lessor and the Operator shall advise Lessee within ten (10) days after request as to whether they require additional information about the proposed transferee, in which case the Lessee shall have ten (10) days to respond, or shall notify the Lessee that the Lessor and the Operator are reasonably satisfied that the proposed transferee meets the requirements of this provision.

The terms and conditions of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without limiting the foregoing, Lessee shall have the right to assign all or any of its rights under this Lease as security in connection with a financing of the Billboard and, in connection therewith, Lessor shall execute such consents, recognition agreements or other document acknowledging lender's interest in the Billboard or the Lease as the lender may customarily require (including the obligation to provide the lender with notice of Lessee defaults and extended periods to cure and acknowledge the lender's right to take possession of the Premises and the Billboard as an approved Transfer hereunder).

11. **UTILITIES** Lessee shall pay for electricity and any other utility services consumed by Lessee. This paragraph shall survive the expiration or early termination of this Lease.

12. **CONDEMNATION; CASUALTY** Lessor and Operator shall promptly notify Lessee of any threatened, proposed or actual condemnation or eminent domain proceeding (regardless of the form of the action) affecting any portion of the Premises or access thereto. Lessee shall have the right to participate with Lessor in any such proceeding. If the whole or any material part of the Premises shall be acquired or condemned in connection with any such

proceeding, or transferred under threat of any of such action, then Lessee may terminate this Lease by giving thirty (30) days notice to Lessor and Operator. In such event Lessee shall be liable only for the Rent to the date of such termination and removal of the Billboard, and not for any other obligations Lessee is required to observe under this Lease except for those that are specifically related to early termination. If this Lease shall not be terminated as aforesaid, then the terms of this Lease shall continue in full force and effect, and Lessor shall within a reasonable time after possession is physically taken (subject to delays due to shortage of labor, materials or equipment, labor difficulties, governmental restrictions, casualty or other causes beyond the reasonable control of Lessor) repair or rebuild what may remain of the Premises for the occupancy of Lessee and the Rent shall be abated until what may remain of the Premises shall be repaired and rebuilt as aforementioned. Provided that the Lessee continues to be able to operate the Billboard after such condemnation, the Rent shall not be adjusted for the balance of the Term of the Lease. Lessor and Operator shall include Lessee in all meetings, discussions and negotiations with any government or quasi-government official or representative in the event any part of the Premises affecting the Billboard is being acquired or condemned, or is proposed or threatened to be acquired, by right of eminent domain as described herein. This paragraph shall survive the expiration or early termination of this Lease.

Notwithstanding anything contained in this paragraph 12 to the contrary, the Lessor agrees not to condemn the Lease.

### 13. DEFAULTS; REMEDIES

(a) Lessee Defaults The occurrence of any one or more of the following events shall constitute a "Lessee Default", subject to any applicable grace or cure period:

(i) If any warranty or representation of Lessee contained in this Lease is untrue in any material respect as of the date made;

(ii) If Lessee makes a Transfer of Lease or Transfer of Entity other than as permitted by this Lease, and same is not voided within ten (10) days after Lessor notifies Lessee of such Lessee Default;

(iii) If the Lessee makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition commencing a voluntary case under any chapter of the Bankruptcy Code, files a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for Lessee or of all or substantially all of Lessee's assets or properties, or institutes any proceeding for the dissolution or liquidation of Lessee; a case, proceeding or other action shall be instituted against Lessee, seeking the entry of an order for relief against Lessee, to adjudicate Lessee as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against Lessee under the Bankruptcy Code or other present or future rule or regulation, which case, proceeding or other action either

results in the entry or issuance of any other order or judgment having a similar effect or is not dismissed within sixty (60) days, or within sixty (60) days after the appointment, without Lessee's consent or acquiescence, of any trustee, receiver, custodian or other similar official for Lessee or for all or any substantial part of Lessee's assets and properties, such appointment shall not be vacated; and

(iv) A Lessee Default in connection with the violation of any other material provision of this Lease and the failure by Lessee to cure such default within thirty (30) days after notice thereof by the Lessor or Operator to Lessee, provided that if such Lessee Default cannot reasonably be cured within such thirty (30) day time period, then upon good cause being shown, the Lessee shall have an additional sixty (60) day period to cure such Lessee Default and no Lessee Default shall be deemed to exist hereunder so long as Lessee commences such cure within the initial thirty (30) day period and diligently using its best efforts in good faith to pursue such cure to completion no later than sixty (60) days after receipt of any required notice of default.

(b) Lessor and Operator Remedies. During the continuation of any Lessee Default that continues beyond any applicable grace or cure period, the Lessor or Operator may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(i) recover from Lessee any and all actual damages, including costs, expenses and reasonable attorneys' fees incurred by the Lessor or the Operator, respectively, arising out of or resulting from such Lessee Default;

(ii) pursue an action for specific performance of Lessee's obligations under this Lease and recover from Lessee any and all costs, expenses and reasonable attorneys' fees incurred by the Lessor and the Operator in the enforcement of their respective rights; and

(iii) pursue any and all rights and remedies available at law or in equity and recover from Lessee any and all costs, expenses and reasonable attorneys' fees incurred by the Lessor or the Operator in the enforcement of their respective rights.

(c) Lessor or Operator Defaults. The occurrence of any one or more of the following events shall constitute a "Lessor Default" or an "Operator Default", as the case may be, subject to any applicable grace or cure period:

(i) If any warranty or representation of Lessor or Operator, respectively, contained in this Lease is untrue in any material respect as of the date made;

(ii) If there is a Lessor Default or an Operator Default, respectively, in connection with the violation of any other material provision of this Lease and the failure by Lessor or Operator, respectively, to cure such default within thirty (30) days after notice thereof by the Lessee, provided that if such Lessor Default or Operator Default, respectively, cannot reasonably be cured within such thirty (30) day time period, then upon good cause being shown, the Lessor or the Operator, as the case may be, shall have an additional sixty (60) day period to cure such Lessor Default or Operator Default,

respectively, and no Lessor Default or Operator Default, respectively, shall be deemed to exist hereunder so long as Lessor or Operator, as the case may be, commences such cure within the initial thirty (30) day period and diligently using its best efforts in good faith to pursue such cure to completion no later than sixty (60) days after receipt of any required notice of default.

(d) Lessee Remedies. During the continuation of any Lessor Default or Operator Default, as the case may be, that continues beyond any applicable grace or cure period, the Lessee may pursue any one or more of the following remedies concurrently or successively against the defaulting party, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(i) recover from Lessor or Operator, as the case may be, any and all actual damages, including costs, expenses and reasonable attorneys' fees incurred by the Lessee arising out of or resulting from such Lessor Default or Operator Default, respectively;

(ii) pursue an action for specific performance of Lessor's or Operator's obligations, respectively, under this Lease and recover from Lessor or Operator, respectively, any and all costs, expenses and reasonable attorneys' fees incurred by the Lessee in the enforcement of its rights; and

(iii) pursue any and all rights and remedies available at law or in equity and recover from Lessor or Operator, respectively any and all costs, expenses and reasonable attorneys' fees incurred by the Lessee in the enforcement of its rights.

This paragraph 13 shall survive the expiration or early termination of this Lease.

14. **LESSEE'S RIGHTS OF TERMINATION; ADDITIONAL REMEDIES**

(a) In the event that:

(i) the erection, placement, posting, painting, illumination, maintenance or use of the Billboard is prohibited or restricted at any time by any law, ordinance, authority or public utility;

(ii) the view of all or a portion of any Billboard is partially or totally obstructed or impaired in any way and such obstruction has not been removed during any applicable grace or cure period provided herein (see below); or

(iii) the vehicular traffic around the Premises is substantially diminished or materially re-routed, other than for ordinary road repairs, emergencies or reasons of force majeure;

then Lessee may terminate this Lease upon not less than thirty (30) days notice thereof to Lessor and Operator (which notice shall specify therein the basis upon which Lessee claims the right of termination) and, thereupon, the Lessee shall take steps to remove the Billboard from the Premises as required by this Lease or, failing to do so in the required period of time, shall entitle the Lessor to utilize the Removal Security for purposes of

removing the Billboard and may seek compensation from the Lessee for any costs of removing the Billboard where the Removal Surety is insufficient to pay for all costs of removal and disposal of the Billboard.

Lessor shall not, and shall not permit its agents, employees and any other person acting on Lessor's behalf, to place or maintain any object which would obstruct the view of the advertising copy on the Billboard from Interstate 95, in Lessee's commercial business judgment. If Lessor fails to remove any such obstruction within five (5) days after notice from Lessee, Lessee may (a) remove the obstruction at Lessor's expense; (b) cancel this Lease; or (c) seek damages for its actual damages, costs, expenses and attorneys' fees to enforce its rights to use the Billboard for so long as the obstruction continues. Lessee may request the Lessor's approval, not to be unreasonably withheld, to trim any trees and vegetation on the Premises and any other property owned or controlled by Lessor in order to prevent obstructions and to keep the Premises in good order and repair.

15. **REPRESENTATIONS AND WARRANTIES**

(a) **Lessee Representations and Warranties.** Lessee represents and warrants to the Lessor and Operator as follows:

(i) **Due Authorization.** This Lease has been duly-authorized, executed and delivered by Lessee and the Persons signing this Lease on behalf of Lessee are duly-authorized to sign such documents on Lessee's behalf and to bind Lessee to its terms, or shall be at the time such executed documents are delivered to the Lessor and Operator, whereupon this Lease shall constitute the legal, valid and binding Lease of Lessee, enforceable against Lessee in accordance with its terms.

(ii) **No Conflict; Legal Compliance.** The execution, delivery and performance of this Lease by Lessee, and the consummation of the transactions contemplated by this Lease shall not (i) result in a material breach or material violation of, or constitute a material default under, any Law; (ii) result in a material breach of articles of organization of Lessee or any other governing documents of Lessee; (iii) constitute a material default or result in the cancellation, termination, acceleration of, any material obligation, or other breach or violation of any material loan or other material contract, instrument, indenture, lease, or other material document to which Lessee is a party or by which any of the properties of Lessee is bound, or give any Person the right to challenge any such material transaction, to declare any such material default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such material contract, instrument, indenture, lease, or other material document or under any material Law; or (iv) result in the imposition or creation of any lien against the Premises or encumbrance on title to the Premises without the Lessor's consent. Lessee neither is, nor shall be required to, give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Lease which shall not have been given or obtained prior to the time Lessee operates the Billboard.

(iii) **Insolvency.** Lessee has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an

involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(iv) Litigation and Default. Lessee is not involved in any legal proceeding which would prevent or materially impair the ability of Lessee to perform its duties and obligations under this Lease and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach by Lessee of any Law which could prevent or materially impair the ability of Lessee to perform its duties and obligations under this Lease.

(v) Criminal Conduct. Lessee, its officers, directors, managing members, and members owning 10% or more of Lessee are not, nor have they been in the last five years, convicted of a crime punishable by one year or more in prison or a fine of \$10,000 or more.

(vii) Tax Returns and Tax Payments. Lessee has properly prepared and filed all tax returns and reports which it has been required to file through the date of this Lease, and all taxes, interest and penalties of any kind shown due thereon, or otherwise attributable to any operations, activities or transactions of Lessee on or prior to the date of this Lease, have been paid or fully provided for, except for taxes incurred in the ordinary course that are not yet due and payable or which are being duly contested. To the best of Lessee's knowledge, no claims are pending or threatened against Lessee for taxes, interest or penalties, whether federal, state, local or foreign, no tax examination of Lessee is being conducted by federal, state, local or foreign agents, and there is no valid basis for the assertion of any claim for taxes, interest or penalties against Lessee which have not been paid, except for taxes, if any, incurred in the ordinary course that are not yet due and payable or which are being duly contested.

(vii) No Delinquent Obligations. Neither Lessee nor its officers, directors, members, partners and/or owners have any delinquent accounts of any type or nature with the City of Bridgeport, including, with limitation, real property or personal property tax accounts.

(viii) Good Standing. Lessee is a limited liability company, duly-organized, validly existing and in good standing under the Laws of the State of Connecticut and authorized to do business in the State of Connecticut.

(ix) Members of Lessee. Lessee represents and warrants to the Lessor and the Operator that the only members of Lessee are: James Johnsen, James Gertler and JeBeSa Equity (spellings correct?).

(x) Laws. Lessee represents and warrants to the Lessor and the Operator that it shall comply with all Laws as the same relate to or have jurisdiction over this Lease and/or the Premises.

(xi) Best Knowledge; Received Written Notice. Whenever a representation, warranty or other statement is made in this Lease on the basis of the best of knowledge of Lessee, or is qualified by Lessee having received written notice, such representation, warranty or other statement is made with the exclusion of any facts disclosed to or otherwise known by the Lessor or Operator, and is made solely on the basis of the actual, as distinguished from implied, imputed and constructive, knowledge on the date that such representation or warranty is made.

(b) Lessor and Operator Representations and Warranties. Lessor and Operator, respectively, represent and warrant to the Lessee as follows:

(i) Due Authorization. This Lease has been duly-authorized, executed and delivered by Lessor and Operator, respectively, and the Persons signing this Lease on their behalf, respectively, are duly-authorized to sign such documents and to bind Lessor and Operator, respectively, or shall be at the time such executed documents are delivered to the Lessee, whereupon this Lease shall constitute the legal, valid and binding Lease of Lessor and Operator, respectively, enforceable against Lessor and Operator, respectively, in accordance with its terms.

(ii) No Conflict; Legal Compliance. The execution, delivery and performance of this Lease by Lessor and Operator, respectively, and the consummation of the transactions contemplated by this Lease shall not (i) result in a material breach or material violation of, or constitute a material default under, any Law; (ii) result in a material breach of articles of organization of Lessor or Operator, respectively, or any other governing documents of Lessor or Operator, respectively; (iii) constitute a material default or result in the cancellation, termination, acceleration of, any material obligation, or other breach or violation of any material loan or other material contract, instrument, indenture, lease, or other material document to which Lessor or Operator, respectively, is a party or by which any of the properties of Lessor or Operator, respectively, are bound, or give any Person the right to challenge any such material transaction, to declare any such material default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such material contract, instrument, indenture, lease, or other material document or under any material Law; or (iv) result in the imposition or creation of any lien against the Billboard without the Lessee's consent. Lessor and Operator, respectively, are not, nor shall either be required to, give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Lease which shall not have been given or obtained prior to the time Lessee operates the Billboard.

(iii) Insolvency. Lessor and Operator, respectively, has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(iv) Litigation and Default. Lessor and Operator, respectively, are not involved in any legal proceeding which would prevent or materially impair the ability of Lessor or Operator, respectively, to perform its duties and obligations under this Lease and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach by Lessor or Operator, respectively, of any Law which could prevent or materially impair the ability of Lessor or Operator, respectively, to perform its duties and obligations under this Lease.

(v) Criminal Conduct. Lessor and Operator, respectively, and all officers, directors, elected and appointed officials in the case of the Lessor, and owners in the case of the Operator, as applicable, are not, nor have they been in the last five years, convicted of or admitted guilt to or been the subject of a criminal investigation involving a crime punishable by one year or more in prison or a fine of \$10,000 or more.

(vi) Tax Returns and Tax Payments. Operator has properly prepared and filed all tax returns and reports which it has been required to file through the date of this Lease, and all taxes, interest and penalties of any kind shown due thereon, or otherwise attributable to any operations, activities or transactions of Operator on or prior to the date of this Lease, have been paid or fully provided for, except for taxes incurred in the ordinary course that are not yet due and payable or which are being duly contested. To the best of Operator's knowledge, no claims are pending or threatened against Operator for taxes, interest or penalties, whether federal, state, local or foreign, no tax examination of Operator is being conducted by federal, state, local or foreign agents, and there is no valid basis for the assertion of any claim for taxes, interest or penalties against Operator which have not been paid, except for taxes, if any, incurred in the ordinary course that are not yet due and payable or which are being duly contested.

(vii) Good Standing. Lessor is an organized and existing municipal body corporate and politic under the laws of the State of Connecticut. Operator is a limited liability company; duly-organized, validly existing and in good standing under the Laws of the State of Connecticut and authorized to do business in the State of Connecticut.

(viii) Laws. Lessor and Operator, respectively, represent and warrant to the Lessee that each shall, respectively, comply with all Laws as the same relate to or have jurisdiction over this Lease and/or the Premises.

(ix) Best Knowledge; Received Written Notice. Whenever a representation, warranty or other statement is made in this Lease on the basis of the best of knowledge of Lessor or Operator, respectively, or is qualified by Lessor or Operator, respectively, having received written notice, such representation, warranty or other statement is made with the exclusion of any facts disclosed to or otherwise known by the Lessee, and is made solely on the basis of the actual, as distinguished from implied, imputed and constructive, knowledge on the date that such representation or warranty is made.

All representations and warranties shall survive the expiration or early termination of this Lease.

16. **MECHANICS LIENS; ATTORNMENT**

Lessee shall not lien or permit others under its direction and control to file a mechanic's or materialmen's lien against the Premises in connection with this Lease or the Billboard. In the event a lien is filed, Lessee shall satisfy such lien, remove it or place a bond securing the removal of the lien within thirty (30) days after written notice from Lessor. Lessee shall in the event of the sale or assignment of Lessor's interest in the Billboard or this Lease, attorn to the purchaser and recognize such purchaser as Lessor under this Lease. This paragraph shall survive the expiration or early termination of this Lease.

17. **CONFIDENTIALITY**

(a) **Designation of Confidentiality.** The parties acknowledge that the Lessee may disclose confidential information ("**Confidential Information**") to the Lessor or Operator concerning its business or the use of the Billboard or the Premises that may be considered confidential in nature under the Connecticut Freedom of Information Act ("**FOIA**"). Any such material shall be properly marked Confidential by Lessee and, if the same is deemed confidential and protected from disclosure to the public under FOIA, the Lessor and Operator will protect such Confidential Information from disclosure.

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

(c) **Exceptions; Notice; Right to Defend.** The Lessor and Operator shall be relieved of the obligation of confidentiality and nondisclosure hereunder if Confidential Information is required to be disclosed by any applicable Freedom of Information Act request, or by subpoena, judgment, order or decree of any court or governmental body or agency having jurisdiction, or by any law, rule or regulation, provided that, in connection with any such requested disclosure, the Lessor or Operator receiving the disclosure request shall give the Lessee prompt written notice of the requested disclosure pursuant to this exception in order to permit the Lessee to oppose such requested disclosure at Lessee's own expense and to whatever extent possible, Lessee may seek an order providing for continued confidential treatment of such Confidential Information by the applicable authority that governs such requested disclosures, and shall obtain an order absolving the Lessor and Operator of any requirement to disclose the Confidential Information sought. If such orders or Leases cannot be timely obtained by the Lessee, the Lessor and Operator shall be permitted to comply with the request.

(d) **Loss of Confidentiality Protection.** Any and all Confidential Information that becomes public knowledge or loses its protected status or confidential nature by means other than a breach of this Lease by the Lessor or the Operator or their respective attorneys or agents shall no longer be subject to the restrictions of this Lease. In addition, no information or documentation already in the possession of the Lessor or the Operator or their respective attorneys or agents or that is public knowledge at the date of execution of this Lease or thereafter shall be subject to the restrictions of this Lease.

This paragraph 17 shall survive the expiration or early termination of this Lease.

18. **NOTICES** All notices, demands, consents, approvals and other communications required or desired to be given hereunder shall be effective only if in writing and shall be deemed given (a) five (5) days after being sent by certified mail, return receipt requested and deposited in a receptacle of the United States Postal Service, (b) upon receipt after being sent by overnight by nationally recognized courier or (c) upon receipt after being sent by hand delivery, in each case with return receipt requested, to the parties at their respective addresses set forth below or such alternative or additional addresses as they may be designate by notice.

Operator: Harbor Yard Sports and Entertainment, LLC  
600 Main Street  
Bridgeport, CT 06604  
Attention: Howard Saffan, President

Lessee: Independent Outdoor III, LLC  
One Landmark Square Suite 320  
Stamford, CT 06901

Lessor: Chief Administrative Officer  
City of Bridgeport  
City Hall Annex  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, CT 06604

With a copy to:

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

19. **NO BROKER** Each of Lessor, Operator and Lessee, respectively, represent and warrant to the other parties that it has not dealt with any broker in connection with this Lease and that, to the best of its knowledge and belief, no other broker, finder or like entity procured or negotiated this Lease or is entitled to any fee or commission in connection herewith. Each of Lessor, Operator and Lessee shall indemnify, defend, protect and hold the other parties harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, or the above representation being false.

20. **MISCELLANEOUS**

(a) Captions. The captions to paragraphs contained in this Lease are not a part thereof and shall not be deemed to affect the meaning or construction of any of its provisions.

(b) Severability. If any term or provision of this Lease shall be held by a court of competent jurisdiction over the parties to be invalid or unenforceable or to be improperly applied, such provision will be severable from the Lease and the remainder of this Lease or the future application thereof, as the case may be, shall not be affected thereby, and the remainder of the Lease shall be interpreted in the absence of such invalid or unenforceable provision.

(c) Offer and Acceptance. It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in favor of the Lessee, Lessor or the Operator and shall in no way obligate or be binding upon Lessee, Lessor or Operator nor shall it have any force or effect unless the Lessee, Lessor and Operator have approved it by their governing bodies and until a fully-executed original thereof is delivered to Lessee.

(d) Singular/Plural/Gender References. Whenever used herein, the singular number shall include the plural and the masculine gender shall include the feminine and neuter genders, as the context may require.

(e) Further Assurances. Each party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts as the other party may reasonably request to further and effectuate the intent of this Lease.

(f) Binding Effect. This Lease is binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

(g) Governing Law. This Lease shall be governed by the laws of the State of Connecticut and any action brought in connection therewith shall be brought in the courts of this State located in Fairfield County, Connecticut.

(h) Force Majeure. A party hereto shall not be in default of this Lease if it is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of reasonable efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations, except for the Lessor's enactment of ordinances which cannot be claimed by Lessor as force majeure, which prevents any party's ability to perform its respective obligations under this Lease, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other parties of the nature of such hindrance or delay, its effect upon such party's performance under this Lease, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse any of the other parties hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot

effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties or compensation, for example the Lessee's obligation to pay Rent if it is prevented from advertising on or selling or placing media on the Billboard as a result of force majeure, and may result in the need to modify the Lease accordingly.

(i) Entire Lease. This Lease, together with all documents referred to herein, attached hereto, or incorporated by reference herein together contain the entire agreement between the parties and all prior communications, discussions and undertakings between the parties relating to the subject matter hereof are merged herein and superseded hereby.

(j) Attorneys' Fees. In the event that litigation is necessary to enforce any provision of this Lease, it is agreed that the prevailing party shall be entitled to recover its expenses incident thereto, including court costs and attorneys' fees.

(k) No Partnership or Joint Venture Created. Nothing in this Lease is intended or shall be construed to create a partnership, joint venture or agency relationship between Lessor, Lessee and Operator.

(l) Audit Rights. Lessor and Operator shall have the right, severally, to audit the Rent paid or payable, the Minimum Percentage Rent paid or payable, and the Gross Advertising Revenues, Agency Fees and Miscellaneous Fees as components of Net Income at such party's sole cost and expense. Lessee shall make all relevant records for the audit available for inspection in either New York City or Stamford, Connecticut during normal business hours. This right shall survive the expiration of the Term or the earlier termination of this Lease.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**OPERATOR**

**HARBOR YARD SPORTS AND ENTERTAINMENT, LLC**

By: \_\_\_\_\_  
Name: Roy E. Reichbach  
Title: Secretary  
Duly-authorized

**LESSEE**

**INDEPENDENT OUTDOOR III, LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Duly-authorized

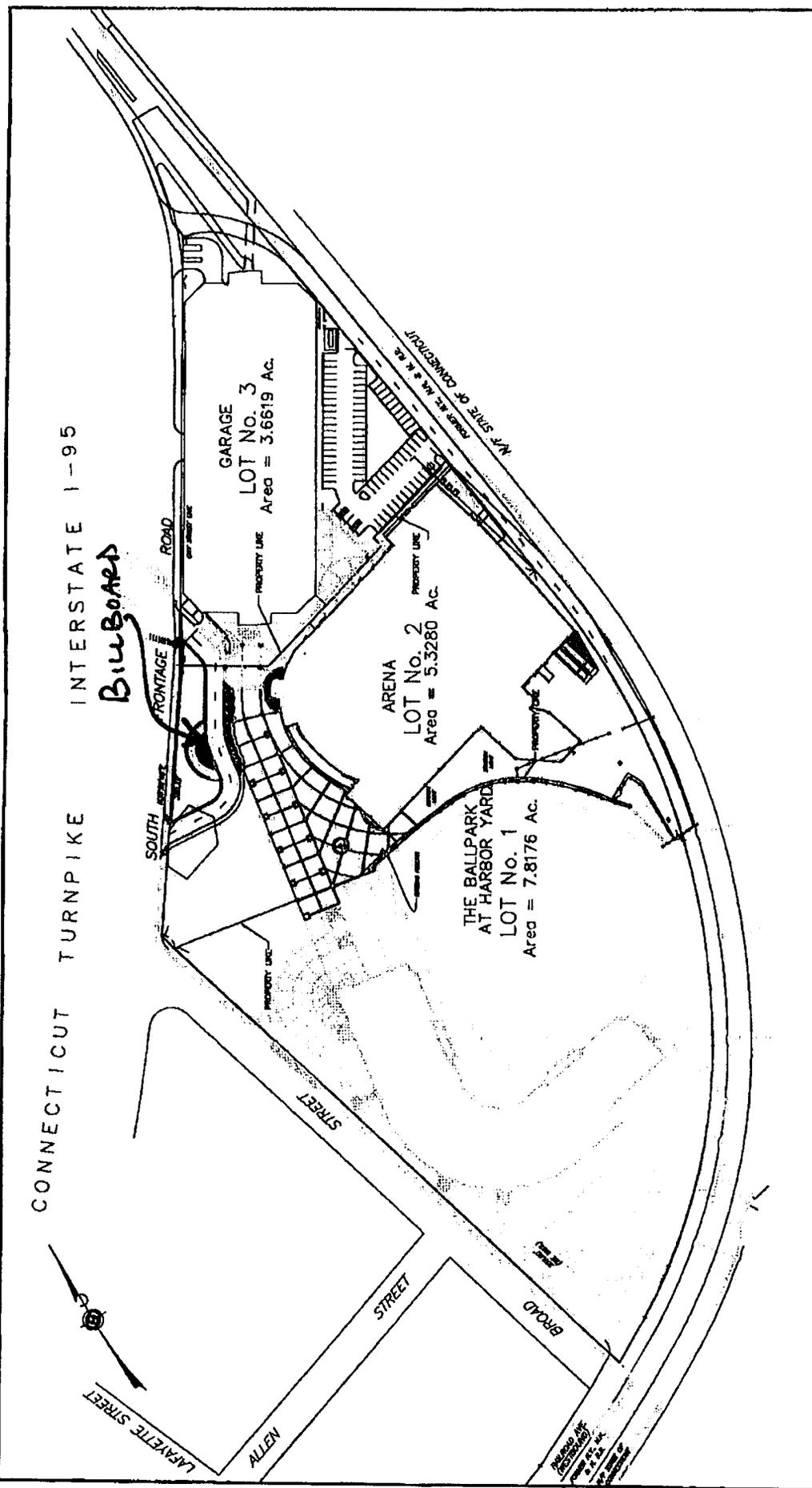
**LESSOR**

**CITY OF BRIDGEPORT**

By: \_\_\_\_\_  
Name:  
Title:  
Duly-authorized

**SCHEDULE A**

Description of Premises Attached



BRIDGEPORT MECHANICAL SERVICE & INSTALLATION COMPANY  
**SUBDIVISION MAP**  
 PROPERTY LOCATED ON  
 BROAD STREET & SOUTH FRONTAGE ROAD  
 BRIDGEPORT, CONNECTICUT  
 OPENED - CITY OF BRIDGEPORT  
 0 20 40 60 80 100  
 SCALE: 1" = 40'  
 SEE THE PRELIMINARY MAP  
 DATE: 04.14.1988

**\*84-11 Consent Calendar**

Approval of the De-Authorization of Projects Previously  
Approved for Bonding Authority.

---

---

**Report  
of  
Committee  
on  
Budget & Appropriations**

Submitted: May 21, 2012

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

*Fleeta C. Hudson*

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

City Clerk

---

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*84-11 CONSENT CALENDAR**

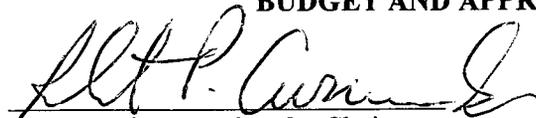
### **APPROVAL OF THE DE-AUTHORIZATION OF PROJECTS PREVIOUSLY APPROVED FOR BONDING AUTHORITY**

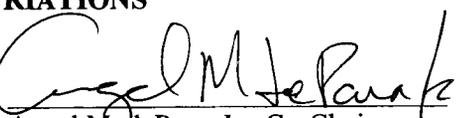
**WHEREAS**, pursuant to certain resolutions adopted by the City Council of the City of Bridgeport (the "City"), the City authorized the issuance of its general obligation bonds, the funds of which would be expended to finance certain capital projects including, but not limited to those projects listed on Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the City Council of the City has adopted the City's Five Year Capital Plan for Fiscal Years 2013-2017 (the "2013-2017 Capital Plan") and, in accordance therewith, has determined it to be in the best interest of the City to effect: (i) a de-authorization of the allocated bonding authority granted to those certain capital projects listed on Exhibit A (the "De-Authorized Projects"); and now therefore, be it

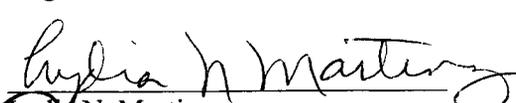
**RESOLVED**, that having received the recommendation of the Mayor with respect to the action authorized herein, the City Council hereby authorizes, approves and directs the reduction of bonding authority for the De-Authorized Projects listed on Exhibit A attached hereto and made a part hereof.

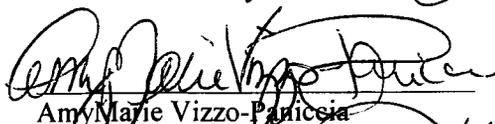
### **RESPECTFULLY SUBMITTED, THE COMMITTEE ON BUDGET AND APPROPRIATIONS**

  
Robert P. Curwen, Sr., Co-Chairman

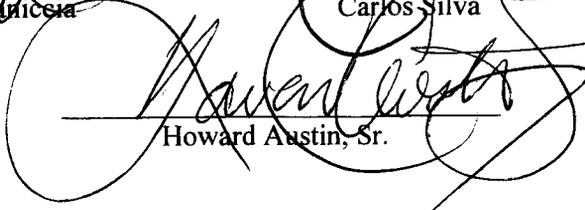
  
Angel M. dePara, Jr., Co-Chairman

  
Susan T. Brannelly

  
Lydia N. Martinez

  
Amy Marie Vizzo-Patriceia

  
Carlos Silva

  
Howard Austin, Sr.

## Exhibit A

### De-Authorized Projects

<u>Project Description</u>	<u>Current Unissued Bonding Authorization</u>	<u>Total Deauthorization</u>	<u>Remaining Bonding Authorization</u>
Dunbar Renovations	4,000,000	4,000,000	0
Science/Tech Magnet (Discovery)	3,785	3,785	0
Park City Academy (Whittier)	1,034,000	1,034,000	0
Barnum School	251,081	251,081	0
Composite School Renovation Project	1,081	1,081	0
East End School	4,469,523	4,469,523	0
Board of Education Libraries	100,000	100,000	0
Classroom Furniture Replacement	600,000	600,000	0
Aquaculture School	505,709	505,709	0
Roof Replacement at JFK Campus	3,105	3,105	0
VOIP System Enhancement	1,103,408	543,408	560,000
Special Education Busses	786,000	786,000	0
Replace Public Address Systems (11)	335,000	250,000	85,000
Roof Replacement 948 Main Street	449	449	0
Library/Textbook Management Program	147,235	147,235	0
Roof Replacement Sheridan School	94,000	94,000	0
Harding - Fire Alarm System	75,000	75,000	0
Transportation Routing Software	65,000	65,000	0
Madison School State Reimbursable	156,000	156,000	0
Pequonnock Relocation/Deauthorization	2,556,968	2,556,968	0
Theater Restoration	560,389	560,389	0
East Side Improvement Plan	216	216	0
Harbor Yard Ballpark Scoreboard Upgrade	40,000	40,000	0
Toter Program Purchase	709	709	0
Fairfield / State Lights	250,541	250,541	0
Seaside Park Improvements	670	670	0
McLevy WWII Memorial	487	487	0
City Beautification Projects	273	273	0
Fire Headquarters Windows	75,000	75,000	0
Police Dept. Exhaust System	65,000	65,000	0
City Building Code Compliance	81	81	0
Astoria Avenue Bridge	18,000	18,000	0
Exhaust Removal - All Stations	94,000	94,000	0
Fire Department Roof Repair	80,000	80,000	0
Fuel Tank - Engine 6	25,000	25,000	0
Marin Firehouse Match Requirement	131,000	131,000	0
EOC Communication Towers	300,000	300,000	0
Asbestos Abatement Headquarters	141,601	141,601	0
Klein Memorial Auditorium	1,775,000	1,775,000	0
Library Improvements	320,000	320,000	0
Burroughs Library Improvements	250,000	250,000	0
Old Mill Green	96,000	96,000	0
City/BOE System Integration Project	266	266	0
Congress Plaza II	644,000	644,000	0
Town Clerk - Record Restoration	26	26	0
Fairfield Ave./State Street Conversion	917	917	0
<b>TOTAL</b>	<b>\$21,156,520</b>	<b>\$20,511,520</b>	<b>\$645,000</b>

Approval of General Obligation Bonds - To Fund  
Certain Capital Improvement Projects.

---

---

**Report**  
**of**  
**Committee**  
**on**

**Budget & Appropriations**

Submitted: May 21, 2012

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

*Fleeta C. Hudson*

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

City Clerk

---

---

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

---



# City of Bridgeport, Connecticut

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

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

83-11

## **APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Projects**

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

**WHEREAS**, the Charter of the City requires that authorization to borrow against any Five Year Capital Plan be approved by the City Council; and

**WHEREAS**, in accordance with Chapter 3.04, Section 3.04.020(D) of the City Ordinances, certain unissued bonding appropriations and authorizations require reauthorization by the City Council, and, in contemplation of an upcoming City bond issue, the City Council has determined it to be in the best interest of the City to ratify and approve certain unissued bonding appropriations and authorizations from prior year Five Year Capital Plans in the amount of \$4,926,265 as more particularly listed on Exhibit A attached hereto; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2013-2017 Capital Plan in the amount of \$60,521,880 as more particularly listed on Exhibit B attached hereto; and now therefore, be it

**RESOLVED**, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) fund those certain capital improvement projects set forth on Exhibit A attached hereto and made a part hereof and those additional capital improvement projects contained in the 2013-2017 Capital Plan as set forth on Exhibit B attached hereto and made a part hereof (the "Projects") in an aggregate principal amount not to exceed \$65,448,145 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in an aggregate principal amount not to exceed \$65,448,145 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in



**Report of Committee on Budget and Appropriations  
83-11**

-2-

an amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

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

**RESOLVED**, That the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

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



Report of Committee on Budget and Appropriations  
83-11

-3-

terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further

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

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

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



Report of Committee on Budget and Appropriations  
83-11

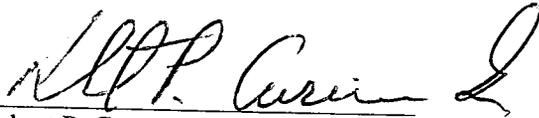
-4-

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

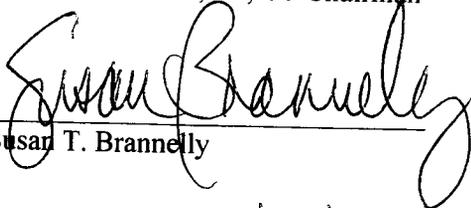
**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and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

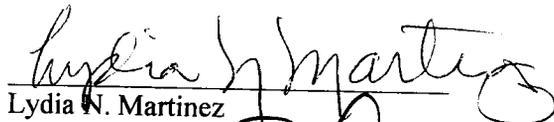
**RESOLVED**, That the Officials are hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the Projects, and to take all action necessary or proper in connection therewith.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS**

  
Robert P. Curwen, Sr., Co-Chairman

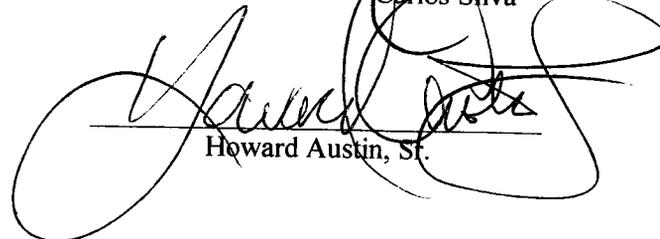
  
Angel M. dePara, Jr., Co-Chairman

  
Susan T. Brannelly

  
Lydia N. Martinez

*voted "no" Refused to sign*  
AmyMarie Vizzo-Paniccia

  
Carlos Silva

  
Howard Austin, Sr.

**Exhibit A**

**Unissued Bond Authorizations To Be Reaffirmed**

<b><u>PROJECT DESCRIPTION</u></b>	<b><u>Bonding Authorization</u></b>
<b><u>Board of Education</u></b>	
BOE Maintenance Projects (HVAC)	\$500,000
Facilities Equipment	\$400,000
Maintenance Vehicles	\$150,000
District-Wide Energy Conservation	\$300,000
Fire Alarms (Bassick)	<u>\$557,000</u>
TOTAL BOE	<b>\$1,907,000</b>
<b><u>Economic Development</u></b>	
South End Traffic Project	\$550,000
Harbor Yard Ballpark	<u>\$300,000</u>
TOTAL OPED	<b>\$850,000</b>
<b><u>Public Facilities</u></b>	
Beardsley Zoo Improvements	\$800,000
Lincoln Boulevard Esplanades	\$250,000
Tennis Courts	<u>\$267,413</u>
TOTAL PUBLIC FACILITIES	<b>\$1,317,413</b>
<b><u>Other Departments</u></b>	
MBE Construction Participation	\$334,852
Citywide Lighting Programs	\$250,000
Traffic Light Upgrades	\$125,000
Brownfield Monitoring	<u>\$142,000</u>
TOTAL OTHER	<b>\$851,852</b>
TOTAL ALL DEPARTMENTS	<b>\$4,926,265</b>

**Exhibit B**

**FY 2013-17 Five Year Capital Plan Bonding Authorization**

<b><u>PROJECT DESCRIPTION</u></b>	<b><u>Bonding Authorization</u></b>
<b><u>Economic Development</u></b>	
City/Neighborhood Beautification	\$500,000
South End Traffic Corridor	\$1,650,000
Land Management/Acquisition Steel Point	\$6,349,235
Knowlton/Barnum Waterfront Development	<u>\$3,140,146</u>
<b>TOTAL OPED</b>	<b>\$11,639,381</b>
<b><u>Public Facilities</u></b>	
Public Facilities Equipment	\$4,058,272
City Wide Building & Security Improvements	\$18,116,174
Municipal Building HVAC/Heating/Electrical/Facilities	\$2,633,919
Facilities Assessments/Planning Studies	\$400,000
Beardsley Zoo Improvements	\$1,700,000
Sikorsky Plow/Dump	\$200,000
Runway Crack Seal Machine	\$60,000
Lincoln Boulevard Esplanades	\$880,000
Police Howard Avenue Fit-up	\$85,000
Construction Management	\$500,000
Kennedy Stadium Improvements	\$150,000
Parks Maintenance Equipment	\$1,163,106
Various Park Improvement Projects	\$11,210,601
Pleasure Beach Water and Park Accessibility	<u>\$3,628,830</u>
<b>TOTAL PUBLIC FACILITIES</b>	<b>\$44,785,902</b>
<b><u>Other Departments</u></b>	
EOC Capital Maintenance Program	\$225,000
Archives Scan Pro Microform Scanner	\$9,685
Vital Statistics Scan Pro Microform Scanner & Shelving	\$12,453
Police Records Management System	\$500,000
Police Fleet Replacement	\$1,089,459
Fire Apparatus Replacement Program/Vehicles	\$1,260,000
Technology Enhancements/Systems Improvement	\$500,000
WPCA Sewer Separation Program	\$250,000
IT Telephony & Computer Replacement Program	<u>\$250,000</u>
<b>TOTAL OTHER</b>	<b>\$4,096,597</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>\$60,521,880</b>

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY

Mark T. Anastasi

DEPUTY CITY ATTORNEY

Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

Comm. #89-11 Ref'd to Ordinance Committee on 05/21/2012 (OFF THE FLOOR)

May 18, 2012

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

**Re: Proposed Amendment of Code of Ordinances Section 13.04.040 Board of Directors**

Dear Honorable Councilpersons:

On behalf of the Office of Public Facilities, the Office of the City Attorney hereby submits a proposed ordinance amendment for the purposes of:

- (1) changing the voting membership of the WPCA to delete the City Engineer as a voting member and to add the Director of Public Facilities as a voting member, and
- (2) expressly authorizing the four (4) board members who serve by virtue of the employment offices in which they serve, to each designate another employee in their departments to serve as his/her alternate.

**MARKED COPY OF ORDINANCE**

13.04.040 Board of directors.

A. The board of directors of the WPCA shall consist of nine members. They shall include the city engineer, the city attorney, the director of finance, the director of public facilities and five at-large members appointed by the mayor and approved by the city council. The members of the board shall have the right to vote, with the exception of the city attorney and the ~~director of~~

Anastasi to City Council  
Re: WPCA Ord. Amendment  
Date: May 18, 2012  
Page 2 of 2

~~public facilities~~ city engineer, who shall serve ex officio. The city engineer, the city attorney, the director of finance and the director of public facilities each may designate another member of their office to serve as his/her alternate on the board.

B. Any member of the board of directors shall be immune from personal liability to the city, or any person acting on its behalf for any act or commission. The immunity provided in this section shall not apply to acts or commissions constituting wilful or wanton misconduct.

(Ord. dated 12/21/92 § 46; Ord. dated 4/18/88 (part): prior code § 29-4)

Kindly make the necessary motions at the City Council meeting of Monday, May 21, 2012 to have this matter added to the Agenda for referral to the Ordinance Committee, as follows:

1. **Motion to Add** the matter to the Agenda – 2/3 Majority Vote required.
2. **Motion to Refer** the matter to the Ordinance Committee.

Thank you for your assistance in this matter.

Very truly yours,



Mark T. Anastasi  
City Attorney

Cc: Fleeta C. Hudson, City Clerk  
Andrew Nunn, CAO  
Adam Wood, Chief of Staff  
Charles Carroll, Dir. Public Facilities  
Ted Grabarz, Deputy Dir. Public Facilities