

AGENDA

CITY COUNCIL MEETING

MONDAY, MARCH 7, 2011

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: Pastor Alphod Sinclair in recognition of Service to the Community.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: February 7, 2011

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 42-10** Communication from Ethics Commission re Proposed Amendments to the Municipal Code of Ordinance, amend Chapter 2.38 Code of Ethics, referred to Ordinance Committee.
- 43-10** Communication from Mayor re Proposed Five-Year Capital Plan for fiscal years 2012-2016, referred to Budget and Appropriations Committee.
- 44-10** Communication from Engineering re Project 15-352, Letter of Commitment – Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP-Urban Program, referred to Public Safety and Transportation Committee.
- 45-10** Communication from Central Grants and Community Development re Grant Submission: 2011 Medical Reserve Corps Grant, referred to Economic and Community Development and Environment Committee.
- 46-10** Communication from Mayor re Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.

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

- \* **32-10** Public Safety and Transportation Committee Report re Signage Honoring Fallen Firefighters Lieutenant Steven Velasquez and Firefighter Michel Baik by including honorary names on the street sign at the intersection of Ocean Drive and Osborne Street, adjacent to their Firehouse 7 & 11.
- \* **36-10** Public Safety and Transportation Committee Report re Request by Greater Bridgeport Transit Authority (GBTA) for approval relating to design and installation of Bus Stop Shelters at various locations, pursuant to Resolution 58-08.
- \***161-09** Economic and Community Development and Environment Committee Report re Disposition of City Owned Property to Habitat for Humanity.
- \***164-09** Economic and Community Development and Environment Committee Report re Development, Lease and Use Agreement with M.O.V.E. Yacht Club for the re-development of 148-220 Waterview Avenue.
- \* **20-10(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered for March 21, 2011 regarding Disposition and re-development of City Owned Properties located at 167 Steuben Street and 95 Gilmore Street former Waltersville School.
- \* **25-10(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered for March 21, 2011 regarding PILOT Agreement with POKO Partners in collaboration with Alpha Community Services for the Clinton Commons Project, a 33-unit affordable housing project, at 75-101 Clinton Avenue.
- \* **26-10** Economic and Community Development and Environment Committee Report re Approval of Sycamore Housing Associates LLP as the Purchaser and Developer of Sycamore Place Apartments.
- \* **29-10** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. Department of Energy EPA 2010 LEAP (Local Energy Assurance Plans for Connecticut Municipalities) Grant Program.

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

- \* **30-10** Economic and Community Development and Environment Committee Report re Grant Submission: Connecticut Department of Public Health for 2011 Lead Poisoning Prevention – Education Outreach Grant.
- \* **40-10** Economic and Community Development and Environment Committee Report re Grant Submission: Southwest Community Health Center 2011-2012 Oral Health Care Grant.
- \* **19-10** Miscellaneous Matters Committee Report re Appointment of Carl Theodore Horton Jr. to the Energy Improvement District Board.
- \* **33-10** Miscellaneous Matters Committee Report re Suit Settlement with Bryan Cascio.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 7, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
John Bagley 826 Beechwood Avenue Bridgeport, CT 06605	Boys and Girls Club
Nancy Esposito 105 Little Deer Road Bridgeport, CT 06606	Bridgeport Animal Control
Thayer Barkley 281 Thorne Street Bridgeport, CT 06606	Boys and Girls Club
Tyrone Swaby 850 Atlantic Street Bridgeport, CT 06604	Boys and Girls Club

**CITY COUNCIL PUBLIC SPEAKING SESSION  
 CITY of BRIDGEPORT  
 MARCH 7, 2011  
 6:30 P.M.**

**ATTENDANCE:** Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley,  
 T. McCarthy, Lyons, Vizzo-Paniccia, dePara, Silva, Martinez, Paoletto,  
 Curwen, Baker, Holloway  
**ABSENT:** Council members: Austin, Bonney, \*M. Ayala, \*Blunt, \*Walsh  
 \*= arrived late

Council President McCarthy called the public speaking session to order at 6:40 pm.

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

Council President McCarthy announced that Council member Austin was not in attendance tonight due to a death in the family.

RECEIVED  
 CITY CLERK'S OFFICE  
 2011 MAR 16 9:54  
 ATTST  
 CITY CLERK

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 7, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
John Bagley 826 Beechwood Avenue Bridgeport, CT 06605 – not present to speak	Boys and Girls Club
Nancy Esposito 105 Little Deer Road Bridgeport, CT 06606	Bridgeport Animal Control

Ms. Esposito thanked the city council for allowing her to speak tonight. She stated that she was a member of an organization that protects the rights of animals. She had three issues concerning dogs: 1) one dog was observed on Seaview Avenue, where the dog was left outside and the food bowl was turned over. The second dog was observed at 255-257 Hollister Avenue and the dog was chained to the garage. She said she didn't believe anyone was living in the house and the food bowl was turned over. The third dog belongs to Meg Rodriguez. She said she saw the dog had a broken leg and she offered to help Ms. Rodriguez get it some medical assistance, but the dog's injury was never addressed. She stressed that the dog suffered for weeks in that condition. She read a portion of the state statute regarding animals that read; you cannot leave a dog for a long time unattended and without proper care. She said she tried to make some calls to the animal control facility to

report the incidences, but no one ever answers the phone. She also sent copies of the reports and investigations to them, but she hasn't received any response. She mentioned that the laws should be enforced as they pertain to animal control. She further noted that she wanted to see the shelter open and operating at regular hours and the animal issues addressed.

Thayer Barkley  
281 Thorne Street  
Bridgeport, CT 06606 – not present

Boys and Girls Club

Tyrone Swaby  
850 Atlantic Street  
Bridgeport, CT 06604 – not present

Boys and Girls Club

Carolyn Nah (*signed up to prior to the session*)

Abuse of Power

Ms. Nah stated that she has been a resident of Bridgeport for 43 years and a taxpayer. She said she was there to talk about abuse of power, specifically as it referred to the hearing for the halfway house that was proposed in the west end of Bridgeport. She stated there were people council members and people from Fairfield present at the hearing, but some of the residents weren't allowed to speak and express all their concerns. She said she didn't feel the council members should be allowed to use their power to sway a board's decision. She cautioned the council members about abusing their power.

Clyde Nicholson (*signed up to speak prior to the session*)      West End Halfway House

Mr. Nicholson spoke about the night the hearing was held for the halfway house proposed on the west end of Bridgeport. He said his purpose for attending was to talk about his concerns regarding the permit. He said he had a problem with the chairman of the meeting because he felt he was being talked down to. He noted that the halfway house was proposed for the west end of Bridgeport. He stressed that there are crack houses and other run down places in Bridgeport, so he didn't see the problem with a halfway house going in as a place that could help those coming out of jail. He mentioned the minister that spoke at the hearing who stated that he didn't want the halfway house in that area. Mr. Nicholson expressed that this is God's work and he emphasized that every time someone comes forward to do something in Bridgeport, it gets denied. He pointed out that there are other big cities, such as New Haven and Hartford that are growing, so he didn't see why Bridgeport couldn't as well.

He went on to address other concerns he had in the past and brought forward to the city council, but nothing has been done. Such as the state of the school system and his idea for gun control. He ended his comments to strongly express that he didn't like the way Council President McCarthy sat on the podium to listen to the public and act like George Wallace.

The public speaking session ended at 7:00 pm.

# CITY COUNCIL MEETING

Monday, March 7, 2011

7:00 p.m.

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

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

Mayor Finch called the meeting to order at 7:05 pm.

Pledge of Allegiance - the pledge was led by Barry Piesner

Prayer - the prayer was offered by Bishop Banks

*Moment of Silence – Mayor Finch called for a moment of silence for Council member Austin's brother who passed away.*

*Council member Vizzo-Paniccia asked for a moment of silence, for a friend John Delvecchio who she said was instrumental in the Italian American community. He was also a member of Union-Local 99*

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

*Mayor Finch announced that the comprehensive financial statement was issued. He said it will be available on-line and hard copies are also available.*

## MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 7, 2011

\*\* COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES  
\*\* COUNCIL MEMBER A. AYALA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER CURWEN MOVED TO REFER COMMUNICATIONS TO COMMITTEES**

**\*\* COUNCIL MEMBER dePARA SECONDED**

**42-10** Communication from Ethics Commission re Proposed Amendments to the Municipal Code of Ordinance, amend Chapter 2.38 Code of Ethics, referred to Ordinance Committee.

**43-10** Communication from Mayor re Proposed Five-Year Capital Plan for fiscal years 2012-2016, referred to Budget and Appropriations Committee.

**44-10** Communication from Engineering re Project 15-352, Letter of Commitment – Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP-Urban Program, referred to Public Safety and Transportation Committee.

**45-10** Communication from Central Grants and Community Development re Grant Submission: 2011 Medical Reserve Corps Grant, referred to Economic and Community Development and Environment Committee.

**46-10** Communication from Mayor re Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.

**\*\* MOTION PASSED UNANIMOUSLY**

City Council Citation: Pastor Alphod Sinclair in recognition of Service to the Community.

Mayor Finch, Council President McCarthy and Council members Brantley and Walsh approached the front of city council chambers to present the citation.

Council member Brantley stated that the citation pertained to Prayer Tabernacle Church. She expressed that they have a food pantry and they're the only church in Bridgeport that also offers rent and utility assistance. They also offer clothing assistance to those in need. She commented that the food they prepare is overwhelming and they not only feed people in the community, they go outside the community to feed the poor and hungry. So the city council wanted to recognize all the good work they do. She further expressed that she hoped they continued to bless the community!

Mayor Finch stated that he really appreciated what Pastor Sinclair and the church does for the community.

A member of the church stated that Pastor Sinclair wanted to be here tonight to express his gratitude. He said the pastor sees himself as a member of the community and he

reaches out to strengthen the west end of Bridgeport. He hoped to continue their work for many years.

Council President McCarthy congratulated Prayer Tabernacle Church for all they do in the community.

*Point of Personal Privilege – Council member Baker recalled that he received a post card from Bridgeport PAL regarding the Mayor's Ball. He expressed that over the years, they have worked hard to provide funding to the organization. However, he spoke about other programs that have been closed and boarded up. He asked the Mayor to consider spreading the wealth among other organizations and not just for the seniors and youth.*

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

Mayor Finch asked if there were any items to remove from the consent calendar.

Council member Walsh requested to remove item \* **26-10** Economic and Community Development and Environment Committee Report re Approval of Sycamore Housing Associates LLP as the Purchaser and Developer of Sycamore Place Apartments.

Council member Vizzo-Paniccia requested to remove the following items:

\* **32-10** Public Safety and Transportation Committee Report re Signage Honoring Fallen Firefighters Lieutenant Steven Velasquez and Firefighter Michel Baik by including honorary names on the street sign at the intersection of Ocean Drive and Osborne Street, adjacent to their Firehouse 7 & 11.

\* **36-10** Public Safety and Transportation Committee Report re Request by Greater Bridgeport Transit Authority (GBTA) for approval relating to design and installation of Bus Stop Shelters at various locations, pursuant to Resolution 58-08.

\*\*  
\*\*  
**COUNCIL MEMBER CURWEN MOVED TO APPROVE  
COUNCIL MEMBER dePARA SECONDED**

The city clerk read the remaining items into the record.

Mayor Finch returned to item \* **32-10** Public Safety and Transportation Committee Report re Signage Honoring Fallen Firefighters Lieutenant Steven Velasquez and Firefighter

Michel Baik by including honorary names on the street sign at the intersection of Ocean Drive and Osborne Street, adjacent to their Firehouse 7 & 11.

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

Council member Vizzo-Paniccia stated that as with all the previous requests of this type, she will vote against the item until there is a uniform policy in place regarding signage.

**\*\* MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER VIZZO-PANICCIA)**

**36-10** Public Safety and Transportation Committee Report re Request by Greater Bridgeport Transit Authority (GBTA) for approval relating to design and installation of Bus Stop Shelters at various locations, pursuant to Resolution 58-08.

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

Council member Vizzo-Paniccia stated that over the last year and a half, some of the bus shelters have been in disrepair, she said she wanted to make sure a follow up plan is in place.

Council member Lyons said a thorough report was done and a lot of questions were asked to assure that the transit authority will live up to their contract. As the project progresses, the committee will receive a report of the installations and a timeline schedule of each phase. She said the committee will be made aware of each stage of the design installation.

Council member Holloway stated that he has seen many bus stops and bus shelters in the city, but the 129<sup>th</sup> district only has two (2) bus shelters. And from East Main Street to Stratford Avenue, there aren't any bus shelters.

Council member Lyons said they added a bus shelter at 42 Connecticut Avenue and 38 Stratford Avenue. She explained that for any more added bus shelters they want installed, the developer will be glad to accommodate them. She repeated that the committee will be kept updated as to the installations and the timeline and phase.

Council member Holloway said he had a concern that people taking the bus and for people that transfer to other buses, shouldn't have to stand in the rain. He stressed that the area between Stratford Avenue and East Main Street is a big bus stop and it the shelter should be replaced.

Council member Vizzo-Paniccia clarified that during a snow storm, no one is at the bus shelters to clean up. She wanted to make sure that the shelters don't continue to block the sidewalks.

Council member Lyons stated that if there were any other questions, the council member should contact the Bridgeport Transit Authority. She reiterated that reports will be submitted to the committee with updates.

**\*\*MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to the following item:

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO APPROVE  
\*\* COUNCIL dePARA SECONDED**

- \* **26-10** Economic and Community Development and Environment Committee Report re Approval of Sycamore Housing Associates LLP as the Purchaser and Developer of Sycamore Place Apartments. - *removed*

Council member Brantley stated that there was a meeting and they discussed moving forward to get better services for the seniors. She expressed that she looked forward to the new development.

Council member Walsh had a question about the resolution as it pertained to the residents maintaining residency according to HUD standards. He asked if they will be able to maintain the existing standard they currently have. – *he noted this information was found in the resolution dated November 10, 2003*. Mr. Lavernoich clarified that there was a 2003 and 2004 resolution that was approved.

Mr. Lavernoich updated that the most recent resolution includes Wishcamper Companies as the new developer.

Council member Walsh asked which resolution he should be referring to. Mr. Lavernoich gave him a copy of the current resolution.

Council member dePara stated that the resolution context for approval was outlined on the second page of the 2003/2004 resolution. Mayor Finch asked if the developer would be bound by the contents of the resolution agreed upon during 2003/2004. Mr. Lavernoich acknowledged that was correct.

Council member Walsh stated that as long as it's on the record and in the contract that the developer will maintain the important portability standards, then he didn't have a problem with it. Mr. Lavernoich acknowledged his comment.

Council member dePara commended Council member Brantley for addressing some key questions and issues during the committee meeting. Particularly the issue regarding the elevator and its safety; as well as any security measures that will be taken to bring the building up to standard. He thanked her for the questions she put to the developer.

Mayor Finch said he only hoped that the building will be improved for the sake of the seniors for better conditions to live in.

- \* **32-10** Public Safety and Transportation Committee Report re Signage Honoring Fallen Firefighters Lieutenant Steven Velasquez and Firefighter Michel Baik by including honorary names on the street sign at the intersection of Ocean Drive and Osborne Street, adjacent to their Firehouse 7 & 11. - *removed*

- \* **36-10** Public Safety and Transportation Committee Report re Request by Greater Bridgeport Transit Authority (GBTA) for approval relating to design and installation of Bus Stop Shelters at various locations, pursuant to Resolution 58-08. - *removed*
- \* **161-09** Economic and Community Development and Environment Committee Report re Disposition of City Owned Property to Habitat for Humanity.
- \* **164-09** Economic and Community Development and Environment Committee Report re Development, Lease and Use Agreement with M.O.V.E. Yacht Club for the re-development of 148-220 Waterview Avenue.
- \* **20-10(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered for March 21, 2011 regarding Disposition and re-development of City Owned Properties located at 167 Steuben Street and 95 Gilmore Street former Waltersville School.
- \* **25-10(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered for March 21, 2011 regarding PILOT Agreement with POKO Partners in collaboration with Alpha Community Services for the Clinton Commons Project, a 33-unit affordable housing project, at 75-101 Clinton Avenue.
- \* **26-10** Economic and Community Development and Environment Committee Report re Approval of Sycamore Housing Associates LLP as the Purchaser and Developer of Sycamore Place Apartments. - *removed*
- \* **29-10** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. Department of Energy EPA 2010 LEAP (Local Energy Assurance Plans for Connecticut Municipalities) Grant Program.
- \* **30-10** Economic and Community Development and Environment Committee Report re Grant Submission: Connecticut Department of Public Health for 2011 Lead Poisoning Prevention – Education Outreach Grant.
- \* **40-10** Economic and Community Development and Environment Committee Report re Grant Submission: Southwest Community Health Center 2011-2012 Oral Health Care Grant.
- \* **19-10** Miscellaneous Matters Committee Report re Appointment of Carl Theodore Horton Jr. to the Energy Improvement District Board.
- \* **33-10** Miscellaneous Matters Committee Report re Suit Settlement with Bryan Cascio.

**\*\* MOTION PASSED UNANIMOUSLY**

Other Business:

- \*\* COUNCIL MEMBER CURWEN MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA FOR IMMEDIATE CONSIDERATION**
- \*\* COUNCIL MEMBER PAOLETTO SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

Council member Curwen deferred to Council member dePara to address the item.

Council member dePara stated that item was time sensitive, noting that it came out of the Budget & Appropriations Committee.

**1. Tax Anticipation Notes (TAN)**

- \*\* COUNCIL MEMBER dePARA MOVED TO APPROVE**
- \*\* COUNCIL MEMBER CURWEN SECONDED**

Council member Brannelly asked him to clarify what they were voting on. Council member dePara said the item was submitted as item **34-10** – *the council members took a few minutes to review the information*. He explained that Tax Anticipation Notes involved going out to market to borrow a certain percentage, to help the city keep up with expenses and obligations.

Council member Walsh asked about the \$83 million and if that amount was part of the \$110 million. Mayor Finch explained that the city borrows twice per year. Dawn Norton, Finance Director clarified that it was ECS money that comes in.

Council member Walsh asked if they would be \$32 million in the hole before the \$83 million is available. Ms. Norton said that was correct. Council member Walsh asked where the \$83 million comes from. Ms. Norton said it is generated from the (TAN).

Council member Curwen informed the council members that this has happened often within the last four or five years, because the fund balance is too low. He said until it's replenished, they will be in this predicament until the fund balance is built back up.

Council member Walsh asked what the cost was associated with borrowing the money. Mayor Finch replied that it was too much, noting that the cost was approximately \$400k according to Tom Sherwood. He further stated that it's the plan they had, to make Bridgeport stable. He commented that it was necessary, due to past mismanagement and that 's the reason they have to use Tax Anticipation Notes.

- \*\* MOTION PASSED UNANIMOUSLY**

- \*\* COUNCIL MEMBER T. McCARTHY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF APPOINTING A SPECIAL REDISTRICTING COMMITTEE**
- \*\* COUNCIL MEMBER CURWEN SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

- \*\* COUNCIL MEMBER T. McCARTHY MOVED TO APPOINT A SPECIAL COMMITTEE ON REDISTRICTING –he briefly explained the process involved. He noted that the following council members have been selected to serve on the committee: Council members: Holloway, Martinez, Brannelly, Taylor-Moye, Brantley, Austin and Lyons.**
- \*\* COUNCIL MEMBER PAOLETTO SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

Mayor Finch referred to and read a statement from Senator Harry Reed regarding a vote in the house to continue HR1, noting that they cut CDBG funds by 65% as well as other city programs. There is another motion on the senate floor to pass it.

- \*\* COUNCIL MEMBER BRANNELLY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING TWO RESOLUTIONS TO COMMITTEE**
- \*\* COUNCIL MEMBER T. McCARTHY SECONDED**
- \*\* MOTION PASSED UNANIMOUSLY**

*The following items were referred to committee:*

1. Lafayette Circle Realignment (ITEM # 49-10)
2. Pedestrian Bridge and Walkway over Ash Creek (ITEM # 48-10)

Council member Holloway questioned what the urgency was to refer the items. He further questioned why the matter couldn't wait until Wednesday to submit the items during the committee meeting.

- \*\* MOTION PASSED WITH SEVENTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER HOLLOWAY)**

Council member Vizzo-Paniccia reminded the council members about the annual GBRC recommendations. She urged everyone to get their budget done by the first of May to avoid working overtime.

Council President McCarthy announced for anyone attending the National Cities to see him tonight after the meeting.

## ADJOURNMENT

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

The meeting adjourned at 7:55 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

City of Bridgeport  
City Council Meeting  
March 7, 2011  
Page 10 of 10



ETHICS COMMISSION  
**CITY OF BRIDGEPORT, CONNECTICUT**

45 Lyon Terrace  
Bridgeport, Connecticut 06604  
Telephone (203) 576-8385

COMM. # 42-10 Referred to Ordinance Committee (03/07/2011)  
Members of the City Council  
City of Bridgeport  
In care of Fleeta Hudson, City Clerk  
45 Lyon Terrace, Room 204  
Bridgeport, Connecticut 06604

Subject: Communication from the Ethics Commission re Ethics Ordinance 2.38 Proposed Update

Date: February 28, 2011

Dear Honorable Members of the City Council:

Attached is a proposed update to Ethics Ordinance 2.38. This is submitted in accordance with Ethics Ordinance Section 2.38.040 Paragraph F which states, "**The commission may make recommendations to the common council with respect to amendments of this chapter**".

### Executive Summary

The first page of the attachment identifies the changes made to the existing ordinance. The following pages are the proposed ordinance. The various drafts of this proposed ordinance were developed in conjunction with the City Attorney and the attorneys assigned to the commission.

### Background

In mid 2008, the Ethics Commission issued a report recommending improvements to the operations of the Ethics Commission. The report was included in its 2008 Annual Report.

In 2010 the commission focused on updating Ethics Ordinance 2.38 that governs the Ethics Commission. The goal is to modernize and clarify the ordinance to enable a better understanding of the ordinance and its processes for city employees, officials, and the general public.

In general, the updates include:

- Incorporating best practices of the State, other Connecticut municipalities, and industry.
- Editing the ordinance to make some corrections and improve clarity and readability

RECEIVED  
CITY CLERK'S OFFICE  
2011 FEB 28 P 12:25  
ATTEST  
CITY CLERK

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

**Chapter 2.38  
CODE OF ETHICS**

This page lists changes made to Ethics Ordinance 2.38. The purpose is to track changes and in some cases provide a rationale for changes. Also, issues that are still to be resolved are identified. This page will be eliminated in the final draft.

- ❖ Major changes are shown in **bold** face type
- ❖ Comments are included in brackets {} with **bold face, italicized type**
- ❖ Deletions are in bold faced type with a double strikethrough as ~~deletions~~
- ❖ Gender specific pronouns were changed from "he" to "he/she"; etc.
- ❖ Section 2.38.010 Purpose of chapter was edited to remove redundancy and improve readability. Superfluous information was also removed.
- ❖ In Section 2.38.010 paragraph C was changed. This paragraph discusses "the appearance of Conflicts of Interest." The phrase "it is advisable that" was inserted in the beginning of the sentence.
- ❖ In Section 2.38.020 Definitions were added for **substantial, benefit, and detriment, the definitions were organized alphabetically.**
- ❖ In Section 2.38.030 Standard of Conduct, Paragraph B "Specific Conflicts" prohibitions 7, 8, 9, and 10 were added.
- ❖ In Section 2.38.040 the position of Alternate Commissioner is eliminated and current Alternate Commissioners are made full commissioners.
- ❖ In Section 2.38.040 paragraph B the term limit for commissioners is eliminated.
- ❖ In Section 2.38.040 paragraph C the position of Executive Director is eliminated and that responsibility is given to the Office of the City Attorney
- ❖ Section 2.38.040 Commission on ethics Paragraph D contained 757 words in a single paragraph. This paragraph described in detail the three levels of hearings and the associated administrative and legal issues. This was very difficult to read and comprehend. It was reformatted into multiple paragraphs to make it easier to understand.
- ❖ Section 2.38.040 paragraph D was modified in accordance with lessons learned from a probable cause hearing.
- ❖ In Section 2.38.040 Paragraph D the statute of limitations for filing an ethics complaint was changed from 2 years to 1 year.
- ❖ In Section 2.38.040 paragraph F was added. This paragraph describes the duty of the Ethics Commission in reviewing candidates for boards and commissions to identify conflicts of interest. Also, the ordinance that identifies this is referenced.
- ❖ In Section 2.38.040 paragraphs J and K are added to define an order of precedence of investigations and to add the responsibility of developing training for employees, officials, and elected personnel, respectively.
- ❖ In Section 2.38.040 paragraph L was added. This paragraph states the responsibility of the commission to administer ordinance 2.39 on lobbyists.

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

Sections:

2.38.010 Purpose of chapter.

2.38.020 Definitions.

2.38.030 Standards of conduct.

2.38.040 Commission on ethics.

**2.38.010 Purpose of chapter.**

A. The code of ethics and commission on ethics ordinance codified in this chapter is adopted for the city and is established with the purpose of setting forth ethical standards of conduct and prohibited activities which will be consistent with the best interests of the city.

B. The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people in accordance with their oath of office. They shall hold their office for the benefit of the public and shall faithfully discharge their duties, placing the good of the City above any personal or partisan considerations. Public office must not be used for personal gain.

C. **It is advisable that all city employees** and officials should avoid any conduct having the appearance of violating any of the standards set forth in 2.38.030 of this ordinance.

**2.38.020 Definitions.**

For the purposes of this chapter:

**"Benefit": advantage; profit; fruit; privilege; gain; interest; the receiving of this benefit as the exchange for a promise of some performance or forbearance, which the promisee was not, previously entitled to receive. {City attorney to check.}**

**"City personnel"** means employees and officials of the City of Bridgeport.

**"Commission"** means the city's commission on ethics.

**Detriment: any harm suffered in person/property; loss of something or right to which one has a claim, not speculative. {City attorney to check.}**

**"Employee"** means any employee of the city including any teacher, whether or not in the classified service, except: elected officials; board, agency and

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

commission members; department heads; members of the city's unclassified service; and persons appointed pursuant to Section 24(b) or 27.1 of the City Charter.

**"Financial interest"** means any interest, other than an interest of a de minimus nature, that is not distinct from that of the general public, which shall yield a monetary or other material benefit to the official or employee or to any person employing or retaining the services of the official or employee.

***{Comment: De minimus should be replaced with an equivalent word or phrase that can be found in a common dictionary}.***

**"Gift"** means a payment, a subscription, advance, forbearance, rendering of services, deposit of money or anything of value unless consideration of equal or greater value is received. A gift shall not include a political contribution otherwise reported as required by law; services provided without compensation by persons volunteering their time; a commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; a gift received from an individual's spouse or parent, brother or sister of such spouse, or such individual's child or spouse of such child; or food or beverage or both, consumed on a single occasion, the cost of which is less than fifty dollars (\$50.00) per person.

**"Official"** means any elected officer in the executive or legislative branch of city government; any member of any city agency, board or commission; any department head; and any person appointed to any office in the city government by the mayor, by any other elected official or officer or by any agency, board or commission with or without the consent of the common council, and who is not categorized an "employee" as that term is defined in this section.

**"Person"** means business, individual, corporation, union association, firm, partnership, committee, club or other organization or group of persons.

**"Personal interest"** means any interest arising from blood or marriage relationships or marriage-type relationships whether or not any financial interest is involved.

**"Substantial conflict"** means deriving a substantial benefit or avoiding a substantial detriment as a result of one's official or employment activity. **Substantial means having real worth or importance; actually existing, not imaginary; not speculative. {City attorney to check bold face type.}**

**2.38.030 Standards of conduct.**

A. General Prohibition. No official or employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business employment,

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

transaction or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in the provisions of this chapter.

B. Specific Conflicts. No official or employee shall:

1. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence him/her in the performance of his/her duties or employment in the public interest. Nothing herein shall preclude the solicitation or acceptance of lawful contributions for election campaigns;

2. Knowingly have or acquire any financial interest or any personal interest, direct or indirect, in any contract or purchase order for any real estate, supplies, materials, equipment or contractual services furnished to, or used by, the city in connection with any project, matter or thing which comes within his/her jurisdiction or the jurisdiction of the board, commission or committee of which he/she is a member or the department or agency by which he/she is employed;

3. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or employment in the public interest or which may impair his/her independence of judgment in the performance of such duties or employment;

4. Without proper legal authorization, disclose confidential information concerning the property, government or affairs of the city, nor shall he/she use such information to advance his/her financial or personal interest;

5. Vote upon or otherwise participate in any transaction, contract or sale with the city or in the sale of real estate, materials, supplies or services to the city or from the city, if he/she has a personal or financial interest therein;

6. Use or permit the use of city-owned vehicles, equipment, materials or property for personal convenience or profit, except as authorized by the proper authority;

7. Deliberate or vote on any matter in which they have a conflict of interest. **{City Attorney to check if this is redundant with other**

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

items in this section}.

**8. Provide false information in a form provided to the City; {City Attorney to review this}.**

**9. Fail to report known violations of this ordinance by others; {City Attorney to review this}.**

**10. Use their official position to retaliate against any person who files an ethics complaint. {City Attorney to review this}.**

C. Contracting. No official or employee or any business with which he/she is associated shall enter into any contract (other than a contract of employment not otherwise prohibited by, or in conflict with, the provisions of this chapter) or engage in any business transaction or activity with the city, or have a personal or financial interest, direct or indirect, in such transaction, unless the contract has been awarded or the transaction conducted through an open and public process, including prior public offer and public disclosure of all proposals considered and the contract awarded.

D. Fair and Equal Treatment. No official or employee shall use his/her position to secure or to grant special consideration, treatment, advantage, privilege or exemption to his/herself or any person beyond that which is available to every other person; except that nothing herein is intended to, or shall void, affect, restrict or limit in any way the power or authority of any officer to exercise that discretionary authority granted him/her pursuant to his/her position.

E. Penalties. The failure to comply with, or any violations of, the standards of conduct established by this chapter may upon determination by the proper authority, following proper proceedings and hearings, constitute a cause for disciplinary action or other appropriate penalties. Nothing in this chapter is intended to, or shall deprive any official or employee of all those rights and remedies granted him/her by any relevant and applicable contract, collective bargaining agreement, ordinance, Charter provision, statute, constitution or other legal authority. Any and all contracts, agreements, undertakings, commitments, purchases and obligations made, entered into, procured or agreed to in violation of this chapter shall be null and void.

2.38.040 Commission on ethics.

A. Establishment and Membership. There is established a commission on ethics, consisting of seven members, all of whom

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

shall be resident electors of the city, to be nominated by the mayor and confirmed by the city council. Of the seven members, no more than four shall be of the same political party. No member of the commission shall: (1) hold or campaign for any public office or any office in any political party or political committee or be a member of any organization or association organized primarily for the purpose of influencing legislation or decisions of public agencies and (2) have held or have been a candidate for public office or office in any political party or political committee or have been a member of any organization or association organized primarily for the purpose of influencing legislation or decisions of public agencies for a two-year period prior to appointment.

B. Terms. Of the five members initially appointed, three shall be appointed for a term of two years and two for a term of one year. All subsequent appointments to the commission shall be for a term of two years. ~~Any member having served for three years in succession shall be ineligible for reappointment to the commission.~~

The initial terms of commission members shall begin December 1, 1987. Commissioners originally appointed as Alternates will become full members at the adoption of this change to the Ordinance. **They will be appointed in a manner such that one will be appointed on an odd numbered year, and the second will be appointed on an even numbered year.**

C. Commission Staff. The commission shall be assisted and supported in the conduct of its duties and responsibilities by the City Attorney's Office.

The city attorney shall provide the commission with whatever legal assistance is reasonably necessary for the proper carrying out of their functions. The City Attorney's office shall be provided with reasonable and necessary secretarial/administrative support services, subject to city council funding authorization.

D. Powers and Duties. Upon the complaint of any person on a form prescribed by the commission, signed under penalty of false statement, or upon the affirmative vote of three members of the commission regarding an allegation known to a member of the Commission, the commission shall investigate any alleged violation of this chapter ~~to determine whether or not there is probable cause to believe that a violation of this chapter has occurred.~~

The commission, not later than fifteen (15) days after receipt of such

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

complaint, shall notify, by registered or certified mail or any manner by which service of process may be made, any respondent official against whom such complaint is filed. A copy of such complaint shall accompany such notice. The commission shall also notify the complainant of its receipt of such complaint not later than fifteen (15) days thereafter.

**The commission shall determine if the allegations in the complaint fall within the jurisdiction of the Ethics Commission. If they do the commission shall hold a probable cause investigation (hearing).**

Any investigation to determine whether or not there is probable cause to believe a violation of this chapter has occurred shall be confidential and no person shall disclose his/her knowledge of such investigation to a third party ~~unless the respondent requests that such investigation and disclosure be open.~~

~~The respondent shall have the right to appear and be heard and to offer any information which may tend to clear him/her of probable cause to believe he/she has violated any provision of this chapter. The respondent shall also have the right to be represented by legal counsel and to examine and cross-examine witnesses.~~

The commission shall make no finding that there is probable cause to believe the respondent is in violation of any provision of this chapter except upon concurring vote of four of its members.

The commission shall, not later than ten days after the determining whether probable cause exists, notify the complainant and the respondent that the investigation has been terminated and the results thereof, thereafter make a decision and forthwith transmit the same to the complainant and the respondent. ~~The record of such investigation shall remain confidential except upon the request of the respondent and except that some or all of the record may be used in subsequent proceedings.~~

If a preliminary investigation indicates that probable cause exists to believe that a violation of this chapter has occurred, the commission shall initiate hearings within thirty (30) days to determine whether there has been a violation of this chapter.

No hearing shall be conducted with less than four members in attendance. At the hearing, the accused shall be afforded the protection of due process consistent with that established for state agencies under the Connecticut Uniform Administrative Procedure

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

Act, including, but not limited to, the right to be represented by legal counsel, the right to call and examine witnesses, the right to introduce exhibits and the right to cross-examine opposing witnesses and the complainant.

The commission may administer oaths and issue subpoenas executed and issued by the Office of the City Attorney to compel the attendance of witnesses and the production of books, documents, records and papers and may utilize the services of the city police department who shall provide such services upon request.

The complainant's attendance at such hearing is at the discretion of the commission; provided, however, that such attendance shall be required when so requested by any person accused under the provision of this chapter.

The commission shall make and keep a record of all proceedings pursuant to this chapter. No complaint may be made under this section except within ~~two~~ **one** years next after the violation alleged in the complaint has been committed.

The commission shall find no official or employee in violation of any provision of this chapter except upon the concurring vote of four of its members.

The commission not later than fifteen (15) days after the close of the hearing shall file its findings as to a violation of this chapter, together with a memorandum of its reasons therefore with the city clerk, and publish a notice thereof in a newspaper circulated in the city.

The commission shall have no authority to discipline any official or employee and nothing in this chapter is intended to, and should not be construed so as to deprive any official or employee of any right, privilege or remedy granted him by any relevant and applicable contract, collective bargaining agreement, ordinance, Charter provision, statute, constitution or other legal authority. The commission may recommend to the appropriate appointing authority disciplinary action or sanctions to be imposed as against officials, which recommendations may include, but are not limited to, reprimand, censure and removal from office.

E. Advisory Opinions. Any official or employee who questions the applicability of this chapter to a pending or potential act, vote, bid, discussion, receipt of anything of value or the like, may request an opinion from the commission. If he/she so requests, the person making the request shall be given a prompt opportunity to explain

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

his/her position and the interpretation of the code of ethics before the commission. Opinions of the commission shall be advisory, and such requests shall be confidential unless the person making the request authorizes the commission in writing to disclose the same.

Any advisory opinion concerning the official or employee who requested the opinion, and who acted in reliance thereon in good faith, shall be binding on the commission.

**F. Review Disclosure Forms for People Nominated for Appointment to Agencies, Boards, and Commissions: The Ethics Commission shall review nominee disclosure forms for Boards and Commissions in accordance with Ordinance Section 2.56.050 paragraph B.**

G. Regulations. The commission shall develop written rules of procedure and forms necessary to carry out the intent of this chapter which shall be approved by the common council. The rules and any amendments thereto shall be filed in the office of the city clerk and available for public inspection. The commission shall report **in writing** annually to the mayor summarizing the activities of the commission. The commission may make recommendations to the common council with respect to amendments of this chapter.

H. Quorum and Chairperson. The commission shall elect a chairperson who shall preside at meetings of the commission and a vice-chairperson. Four members of the commission shall constitute a quorum. Except as provided in subsection D of this section, a majority **of those present and voting** shall be required for action of the commission. The chairperson or any four members may call a meeting provided that ~~at least three days~~ advance notice of the meeting is given **in accordance with the Connecticut Freedom of Information Act**. Members of the commission shall not be compensated, but shall receive reimbursement for their actual reasonable and necessary expenses.

I. Confidentiality. The powers and duties of the commission, the rules of procedure of the commission and the term "confidential" as set forth in this chapter are expressly subject to the provisions of the Connecticut Freedom of Information Act.

J. Precedence of Criminal Investigation. If an investigation is commenced and/or charges are brought by the Office of the State's attorney of the Office of the United States Attorney against a person, or persons or entity under investigation by the Commission for violation of the ethics code, the commission's investigation shall

**Ethics Ordinance 2.38 Baseline Update  
(Seventh Draft: December 10, 2010)**

cease until such time as the criminal investigation and/or charges have been fully adjudicated by a Court of competent jurisdiction.

K. Training of Personnel. The Commission working with the Office of the City Attorney and **the appropriate city department** shall prepare training materials for the training of City personnel. City employees and officials shall be trained on an annual basis on the requirements of the code of ethics as set forth in this chapter. The training material may include a plain language summary (citizen's guide) of the code of ethics to assist the city in its training responsibilities. The training material shall be reviewed by the Office of the City Attorney before it is issued in final form and forwarded to the office of the Mayor, on an annual basis, a minimum of sixty (60) days before the annual training shall commence based on a schedule authorized by the Office of the Mayor. All new employees, people appointed to Boards and Commissions, and elected to City positions shall receive a copy of the training material.

L. The Ethics Commission is responsible for those duties defined for it in Ordinance 2.39. In cases of conflict the Ethics Ordinance 2.38 takes precedence over 2.39.



BILL FINCH  
Mayor

OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2011 MAR - 2 A 11: 19

COMM.#43-10 Referred to Budget & Appropriations Committee  
(03/07/2011)

March 2, 2011

Mr. Robert Curwen, Chairman  
Mr. Angel DePara, Co-Chair  
Budget and Appropriations Committee

Members of the City Council:

I am pleased to present herein the proposed Five-Year Capital Plan (CP) for fiscal years 2012-2016, inclusive.

In these tough economic times, the Capital Plan serves an important function. The Capital Plan provides for a thorough assessment of the state and efficiency of our facilities; significant neighborhood improvement programs to clean up and beautify our city and a timely replacement of essential equipment and facilities.

To be consistent with previous planning, my administration identified capital projects that represented major, non-recurring expenditures and prioritized them according to several criteria. First, in order to be eligible for inclusion, we considered projects that: (1) are purchased or undertaken at intervals of not less than five years; and (2) have a useful life of at least five years. In establishing priorities, we considered the following additional factors: (1) projects designed to address safety concerns, eliminate hazardous conditions or reduce the City's liability exposure; (2) assessment of, maintenance of, and major repairs to existing City infrastructure or facilities; and (3) projects that are environmentally sound, to reduce the city's carbon footprint and promote energy efficiency, while improving neighborhoods.

As you can see in the attached plan, we are seeking authorization for \$22 million to continue efforts of major blight removal, demolition and clean up campaign citywide. This funding is essential to significantly combat blight compounded by the subprime mortgage crisis and to improve environmental health conditions. We also seek to continue to fund road and sidewalk improvement initiatives to bring long-term savings to the city.

We are seeking approval for the continuation of our public buildings energy improvement program, sidewalk replacements and streetscapes, NRZ priority projects to revitalize and beautify our city's biggest assets, our neighborhoods. The harsh winter has taken a toll on our city's streets and sidewalks, and repaving and maintenance are necessary both from a structural and safety point of view. Therefore, we are seeking funds for roadway paving in the coming year.

In addition, we have included \$3 million to finalize the Steelpoint land assemblage project. This is the closing piece to securing the entire property.

As stated above, the Capital Plan is an important part of the overall budget process. We have tried to balance the immediate and long-range capital needs of the City with our financial resources. We believe the plan herein effectively balances all competing requirements. In keeping with my administration's commitment to an open government, we welcome dialogue on the plan, and look forward to the opportunity to discuss these projects in greater detail.

Respectfully yours,

A handwritten signature in cursive script, appearing to read "Bill Finch".

Bill Finch  
Mayor

Cc: Andrew Nunn, Chief Administrative Officer  
Thomas R. Sherwood, OPM Director  
Dawn Norton, Acting Finance Director

# CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

## ADOPTION OF 2012-2016 CAPITAL PLAN

**BE IT RESOLVED**, that the City's 2012-2016 capital plan be, and the same hereby is, adopted in accordance with Exhibit A attached hereto.

## Exhibit A

### 2012-2016 Capital Plan

<u>PROJECT DESCRIPTION</u>	FY 2011 Capital Plan <u>ADOPTED</u>	FY 2012 Capital Plan <u>PROPOSED</u>	FY 2013 Capital Plan <u>PLANNED</u>	FY 2014 Capital Plan <u>PLANNED</u>	FY 2015 Capital Plan <u>PLANNED</u>	FY 2016 Capital Plan <u>PLANNED</u>	TOTAL Capital Plan <u>2012-2016</u>
<u>Board of Education</u>							
Central High School Renovations	16,000,000.00						
Harding High School Renovations	18,500,000.00						
Dunbar Renovation	4,000,000.00						
Black Rock School	4,000,000.00						
Asbestos Removal							
Maintenance Vehicles							
Special Education Buses		300,000					
<b>TOTAL BOE</b>	<b>42,500,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>1,500,000</b>
<u>Economic Development</u>							
City / Neighborhood Beautification	1,000,000	500,000					
Land management / Acquisition Steel Point		3,000,000	500,000	500,000	500,000	500,000	2,500,000
Neighborhood Revitalization Zones- Infrastructure	950,000	200,000					
Freeman Homes	100,000						200,000
Neighborhood Revitalization Zones- Housing/Admin	469,500	200,000					
City Wide Waterfront Development	250,000	750,000					200,000
Blight Removal / Demolition Clean Up	5,000,000	3,000,000	250,000	250,000	250,000	250,000	750,000
<b>TOTAL OPED</b>	<b>7,769,500</b>	<b>7,650,000</b>	<b>750,000</b>	<b>750,000</b>	<b>750,000</b>	<b>750,000</b>	<b>4,000,000</b>
<u>Public Facilities</u>							
Roadway Paving, Culverts, Intersections	4,500,000	4,000,000	2,500,000	2,500,000	2,500,000	2,500,000	14,000,000
Public Facilities Equipment	1,600,000	1,500,000	200,000	200,000	350,000	350,000	2,600,000
Muni Bldg. HVAC / Heating / Elec / Facilities	75,000	500,000	500,000	500,000	500,000	500,000	2,500,000
City Wide Building & Security Improvements	850,000	500,000	250,000	250,000	250,000	250,000	1,500,000
Energy Conservation / Conversion Program	250,000	750,000	200,000	200,000	200,000	200,000	1,550,000
Recycling TOTER Program	1,500,000						
Sidewalk / Streetscape Replacement Program	3,000,000	3,000,000					
New Senior Center		2,000,000					3,000,000
Parks Maintenance Equipment			150,000	270,150	50,000	50,000	2,000,000
Federal Energy Renewal / Source Program Match	500,000						520,150
Pleasure Beach Water and Park Accessibility	2,000,000						
<b>TOTAL PUBLIC FACILITIES</b>	<b>14,275,000</b>	<b>12,250,000</b>	<b>3,800,000</b>	<b>3,920,150</b>	<b>3,850,000</b>	<b>3,850,000</b>	<b>27,670,150</b>
<u>Other Departments</u>							
EOC Capital Maintenance Program		225,000	225,000	225,000			675,000
Fire Apparatus Replacement Program		1,000,000	650,000	500,000			2,150,000
WPCA Sewer Separation Program	425,300	330,000	250,000	125,000			705,000
IT Telephony & Computer Replacement Program	250,000	250,000	250,000	250,000			750,000
<b>TOTAL OTHER</b>	<b>675,300</b>	<b>1,805,000</b>	<b>1,375,000</b>	<b>1,100,000</b>			<b>4,280,000</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>65,219,800</b>	<b>22,005,000</b>	<b>6,225,000</b>	<b>6,070,150</b>	<b>4,900,000</b>	<b>4,800,000</b>	<b>41,100,150</b>



CITY OF BRIDGEPORT  
ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace  
Bridgeport, Connecticut 06604-4023  
Telephone (203) 576-7211  
Fax (203) 576-7154

COMM. # 44-10 Referred to Public Safety & Transportation Committee (03/07/2011)

March 2, 2011

Honorable Body of the City Council  
Bridgeport, Connecticut

Re: **Project 15-352**  
**Letter of Commitment - Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP-Urban Program**

Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a Letter of Commitment for the project. Enclosed you will find a sample letter. The total preliminary estimated cost for the construction is approximately \$2.7 million. Financing is substantially under the Urban Component of the Surface Transportation Program. Federal Funds will be utilized for 80% of the construction costs. The City's share is the remaining 20%.

We are, therefore, requesting that the City Council approve the Resolution attached and authorize Mayor Bill Finch to sign this and any other documents and agreements necessary to complete this project.

Enclosed for your review is a project summary report detailing the project.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,

Jon Urquidi  
Engineering Supervisor

Enclosures

c: Mayor Bill Finch  
Andrew Nunn, CAO  
Charlie Carroll, Public Facilities  
Bobby Kennedy, Public Facilities  
Steve Tyliczszak, OPED

ATTEST  
CITY CLERK  
RECEIVED  
CITY CLERK'S OFFICE  
2011 MAR - 2 P 2:44

March 2, 2010

Robert Armstrong, P.E.  
CT Department of Transportation  
P. O. Box 327546  
Newington, CT 06131-7546

Re: **Project 15-352**  
**Letter of Commitment**  
**Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street**  
**and North Frontage Road Utilizing Funding from the STP-Urban Program**

Dear Mr. Armstrong:

The City of Bridgeport City Council has approved the attached resolution in support of the above mentioned project. The City agrees to provide the 20% match to the 80% Federal Share for the construction costs of for the project as outlined in the STP Urban Program.

The City will notice the subject project in the Connecticut Post as well as a local Spanish speaking paper. A display ad will be posted in Bridgeport City Hall.

Please be advised that the City of Bridgeport wishes to proceed with this project as soon as possible.

Thank you for your assistance in this matter.

Sincerely,

---

Bill Finch  
Mayor

c: Charles Carroll, Public Facilities Director  
Adam Wood, Chief of Staff  
Tom Sherwood, OPM  
Jon Urquidi, Engineering

Robert Kennedy, Public Facilities Deputy Director  
Andrew Nunn, CAO  
Dave Cote, Engineering

**RESOLUTION**

State Project No. 15-352

Federal Aid Project No. Unknown

**RESOLVED**, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment , Pavement Rehabilitation and Resurfacing of John Street, Lafayette Boulevard, Water Street and North Frontage Road Utilizing Funding from the STP-Urban Program" and any and all other documents and agreements necessary to complete the project.

**ADOPTED** by the CITY COUNCIL of the City of Bridgeport, Connecticut, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Clerk (Seal)

\_\_\_\_\_  
Date

**CERTIFICATION**

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, Bill Finch, Mayor of the City of Bridgeport, an entity lawfully organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the governing body of the City of Bridgeport in accordance with all of its documents of governance and management and the laws of the State of Connecticut, and further certify that such resolution has not been modified, rescinded or revoked and is, at present, in full force and effect.

**RESOLVED**, that the City of Bridgeport hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended in the State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

Title: Mayor

# City of Bridgeport

In Conjunction with the Connecticut Department of Transportation

## PROJECT SUMMARY REPORT

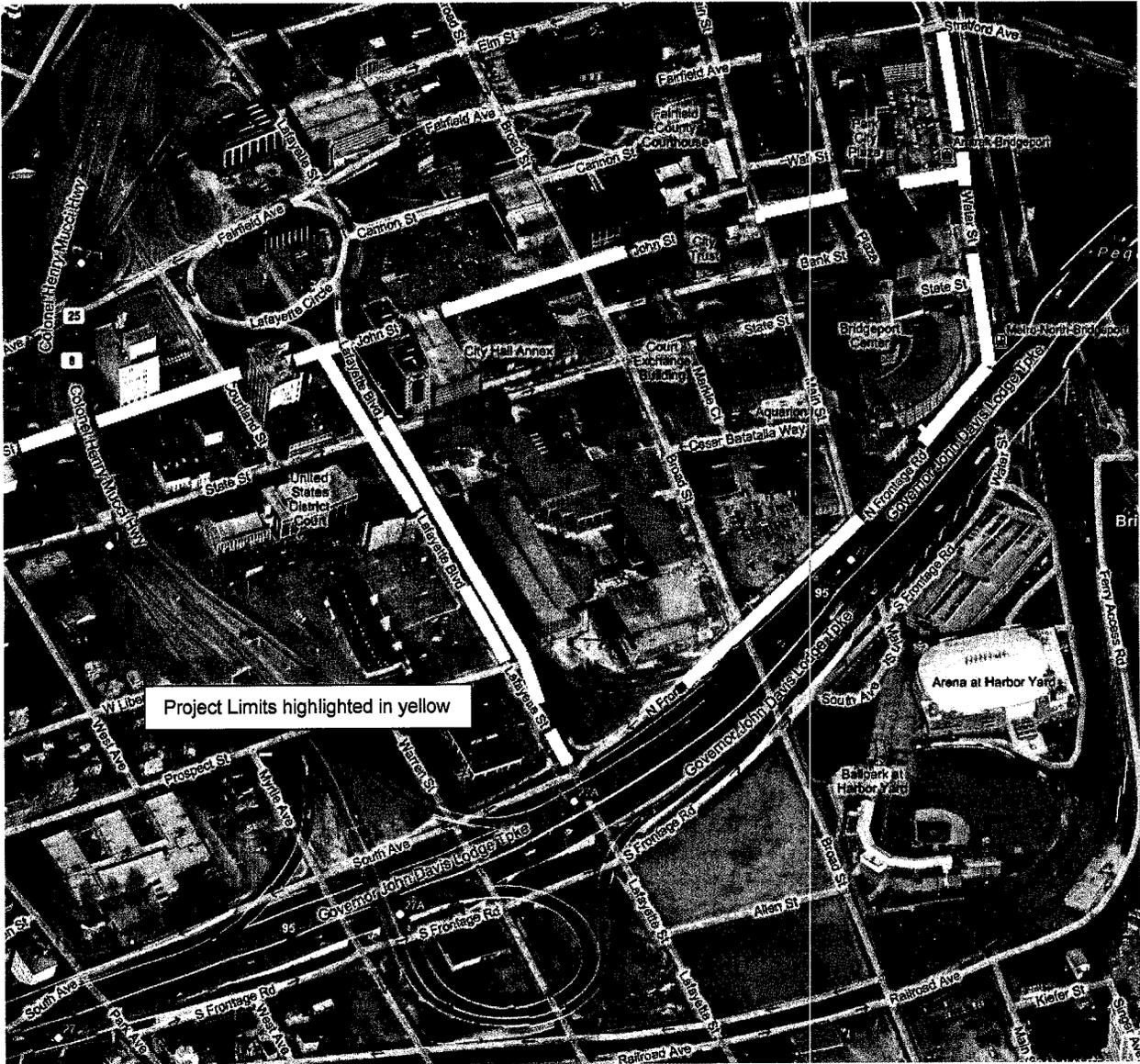
Project #15-352

Pavement Rehabilitation & Resurfacing

Of John Street, Lafayette Boulevard, Water Street & North Frontage Road

City of Bridgeport

**PURPOSE & NEED:** The proposed project will extend the serviceable life of subject roadways' pavement structure and will improve the ride-ability and drainage characteristics of the pavement surface.



Location Map

**ORIGIN:** The City of Bridgeport, through the Greater Bridgeport Regional Planning Agency (GBRPA), had submitted an application for funding under the STP-Urban Program to rehabilitate various roadways in its central business district. In its original application, the city of Bridgeport has proposed rehabilitation of the following roadways, which includes milling and resurfacing the pavement wearing surface; curbing upgrades and the replacement of non-compliant ADA pedestrian sidewalks ramps:

- Main Street from Golden Hill Street to South Frontage Road
- Broad Street from Fairfield Avenue to South Frontage Road
- Water Street (Route 130) from Golden Hill Street to South Frontage Road
- South Frontage Road from Lafayette Boulevard to Water Street
- North Frontage Road from Lafayette Boulevard to Water Street
- John Street from the Route 8/25 Over Pass to Water Street
- State Street (Route 130) from the Route 8/25 Over Pass to Water Street
- Fairfield Avenue (SR 700) from the Route 8/25 Over Pass to Water Street
- Lafayette Boulevard from John Street to South Frontage Road
- Middle Street (local road; not on federal aid system)
- Canon Street (local road; not on federal aid system)
- Markle Court (local road; not on federal aid system)
- Ceasar Batalla Way (local road; not on federal aid system)

However, after review by the DOT Project Development Unit and subsequent discussions with officials from the City of Bridgeport and GBRPA, *it was agreed that non-eligible roadways (functionally classified as local), state-owned roadways and roadways scheduled for storm/sanitary sewer separation would be excluded from the subject project.* As a result, the subject project (approximately 7,000 feet of total project length) is limited to the following roadways

- **John Street** from West Avenue to Water Street (approximately 2,715 feet),
- **Lafayette Boulevard** from North Frontage Road to John Street (approximately 1,420 feet),
- **Water Street** from North Frontage Road to Stratford Avenue (approximately 1,500 feet) and
- **North Frontage Road** from Water Street to the overpass carrying the S.B. I-95 Exit 27 off-ramp to Lafayette Boulevard (approximately 1,420 feet).

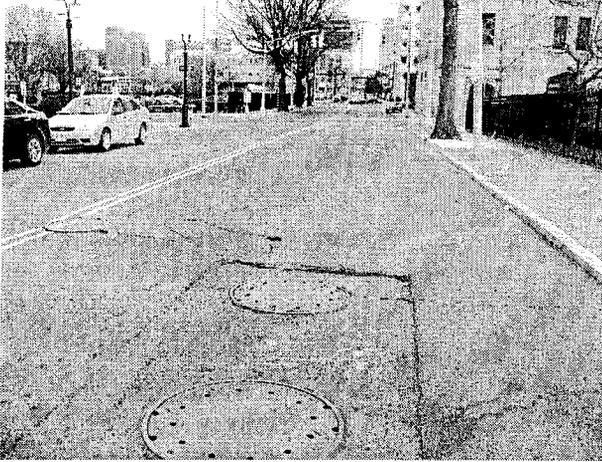
## JOHN STREET

**EXISTING CONDITIONS:** Located in the city's central business district, John Street is functionally classified as an urban collector roadway that connects Park Avenue to Water Street in the east-west direction. John Street is a 2-lane bi-directional roadway, which varies in width from 30 to 35 feet and accommodates on-street parking on one or both sides of the street (east of Broad Street). The granite curbing is in good to excellent condition. The concrete sidewalks are in fair to good condition. In isolated areas, sections of granite stone curbing and concrete sidewalks have been damaged by roots of trees located between the curb and sidewalk.

The roadside development is predominately commercial with some governmental and residential.

On John Street, there are six signal-controlled intersections within the project limits and one side-street stop-controlled intersection within the project limits. The 2007 Average Daily Traffic (ADT) on John Street varies from 4,200 vehicles per day (vpd) near Park Avenue to 5,700 vpd just west of Broad Street. The speed limit on John Street is 25 MPH. Speed and accident data were not available in time for this report.

The horizontal geometry of John Street includes long tangent sections with two minor angle points at Main Street and Middle Street. The vertical geometry has grades that are relatively flat (varies from 1 to 3%) and are uniform. The enclosed drainage system is in good working condition. Based on a field review, the catch-basin tops consist of metal grates with granite or concrete curbing. It is assumed that the frames for grates have been paved over making it difficult to make a condition assessment. The City as the Designer will make a determination as to the condition of the catch-basin tops and the need for replacement.



The pavement surface from West Avenue to Broad Street shows minor trans-verse/longitudinal cracking with some areas of raveling in the vicinity of the Route 8 overpass. As result of previous paving operations, the reveal of the granite stone curb has been reduced to 2-3" in some areas. There are approximately 5% utility patches (fair to good condition) on this section of John Street with the exception of the intersections, which have a significantly higher percentage (40% average) of utility patches (poor to fair condition).

The pavement surface from Broad Street to Water Street shows moderate transverse/longitudinal cracking with localized areas of alligator cracking and depressions (2%). This section of John Street has approximately 10% utility patches (fair to good condition) with the exception of the intersections, which have a significantly higher percentage (40% average) and are in poor to fair condition.

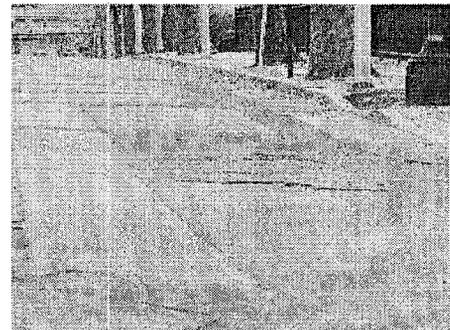
## LAFAYETTE BOULEVARD

**EXISTING CONDITIONS:** Lafayette Boulevard is functionally classified as an urban collector roadway that connects Waldemere Avenue to Washington Avenue in the north-south direction. The subject section of Lafayette Boulevard, from North Frontage Road to John Street, is a 4-lane divided roadway separated with a raised planted median. Each barrel of the roadway varies in width from 35 to 38 feet and accommodates 2 travel lanes, a right-turn lane or on-street parking (depending on the section of roadway) and left-turn lanes at the intersections which are indented into the median area.

Within the subject section of Lafayette Boulevard, there are four signal-controlled intersections. The 2007 Average Daily Traffic (ADT) on Lafayette Boulevard varies from 6,200 vpd just south of North Frontage Road to 8,100 vpd just south of State Street (RTE 130). The speed limit on Lafayette Boulevard is 25 MPH. Speed and accident data were not available in time for this report. The roadside development is predominately commercial with some governmental and residential.

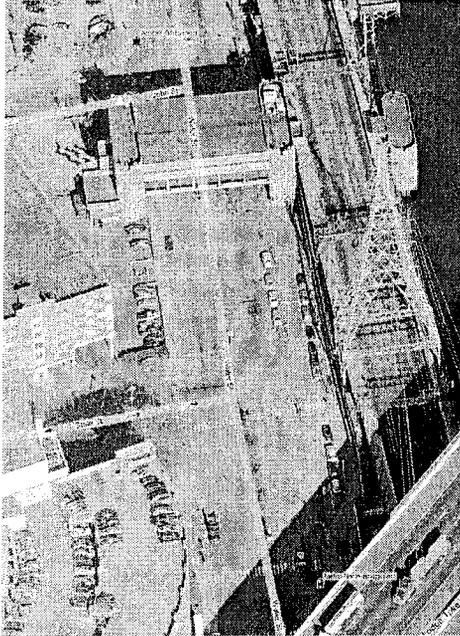
Within the project limits, the horizontal geometry of Lafayette Boulevard has a long tangent section with a large-radius curve at its approach to its intersection with North Frontage Road and South Street. The vertical geometry has grades that are relatively flat (varies from 1 to 3%) and are uniform. There is an exit ramp from Interchange 27 on I-95 that terminates on Lafayette Boulevard at the intersection of Prospect Street. The enclosed drainage system is in good working condition. Based on a field review, the catch-basin tops consist of metal grates with granite or concrete curbing. It is assumed that the frames for grates have been paved over making it difficult to make a condition assessment. The City as the Designer will make a determination as to the condition of the catch-basin tops and the need for replacement. The granite curbing is in good to excellent condition. The concrete sidewalks are in fair to good condition.

The pavement surface on Lafayette Boulevard from John Street to North Frontage Road shows a moderate amount of trans-verse/longitudinal cracking. There are approximately 5% utility patches (fair to good condition) on this section of Lafayette Boulevard with the exception of the intersections, which have a significantly higher percentage (40% average) of utility patches (poor to fair condition). Overall the pavement condition is sound and in fair to good condition.



## WATER STREET

**EXISTING CONDITIONS:** Water Street is functionally classified as an urban minor arterial roadway that connects I-95 to North Avenue (Route 1) via South Frontage Road, Water Street & Housatonic Avenue. The subject section of Water Street starts at North/South Frontage Roads and ends at the Fairfield Avenue/Stratford Avenue intersection and is approximately 1,500 feet in length. An 800-foot section of Water Street, from State Street to Stratford Avenue, is a state-owned roadway designated as Route 130. The city's Transportation Center, which provides rail, bus and ferry service, is located on the east side of Water Street in the blocks between South Frontage Road and Gold Street. Other roadside development is commercial.



The subject section of Water Street is a 4-lane divided roadway separated with a raised planted median. Each barrel of the roadway varies in width from 35 to 40 feet and accommodates either 3 travel lanes or 2 travel lanes with left-turn lanes. The northbound barrel has several raised medians to the right of the travel lanes to separate traffic (taxies and other awaiting vehicles) associated with the Transportation Center.

Within the subject section of Water Street, there are three signal-controlled intersections. The 2007 Average Daily Traffic (ADT) on Water Street varies from 10,700 vpd just north of State Street (RTE 130) to 12,900 vpd just south of Fairfield Avenue/Stratford Avenue. The speed limit on Water Street is 25 MPH. Speed and accident data were not available in time for this report.

Within the project limits, the horizontal geometry of Water Street is a long tangent section. The vertical geometry has grades that are relatively flat (varies from 1 to 2%) and are uniform. The enclosed drainage system is in good working condition. Based on a field review, the catch-basin tops consist of metal grates with granite or concrete curbing. It is assumed that the frames for grates have been paved over making it difficult to make a condition assessment. The City as the Designer will make a determination as to the condition of the catch-basin tops and the need for replacement.

The pavement surface on Water Street from Stratford Avenue to North Frontage Road shows a moderate amount of transverse, longitudinal and block cracking. There are approximately 5-10% utility patches (fair to good condition) on this section of Water Street. Overall the pavement condition is sound and in fair to good condition.

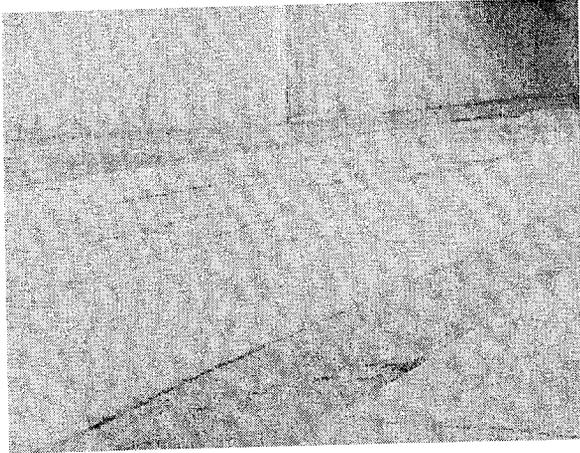
## NORTH FRONTAGE ROAD

**EXISTING CONDITIONS:** North Frontage Road is functionally classified as an urban minor arterial roadway that parallels I-95 to the north, connecting South Avenue to Water Street, and accommodates one-way southbound traffic only. The subject section of North Frontage Road starts approximately 360 feet east of Lafayette Boulevard and ends at its confluence with Water Street and is approximately 1,400 feet in length. The roadside development is commercial.

The subject section of North Frontage Road is a 3-lane one-way roadway varies in width from 35 to 40 feet and accommodates either 3 travel lanes or 2 travel lanes with left-turn lanes. Within the noted limits, the horizontal geometry of Water Street has a long tangent section with a 400-foot curve with its confluence with Water Street. The vertical geometry has grades that are relatively flat (varies from 1 to 2%) and are uniform.

The enclosed drainage system is in good working condition. Based on a field review, the catch-basin tops consist of metal grates with granite or concrete curbing. It is assumed that the frames for grates have been paved over making it difficult to make a condition assessment. The City as the Designer will make a determination as to the condition of the catch-basin tops and the need for replacement.

Within the subject section of North Frontage Road, there are two signalized-controlled intersections. Traffic volumes, speed/accident data were not available in time for this report. The speed limit on North Frontage Road is 25 MPH.



The pavement surface on North Frontage Road from Water Street to Broad Street shows a moderate amount of transverse, longitudinal and block cracking. There are approximately 5% - 10% utility patches (fair to good condition) on this section North Frontage Road. From Broad Street (including the intersection) to just beyond the overpass of the I-95 exit ramp onto Lafayette Boulevard (approximately 360 feet east of its intersection with Lafayette Boulevard), the pavement surface shows *extensive* transverse, longitudinal and block cracking including moderate alligator cracking. The utility patches on this section are in fair to good condition.

The overhead utilities within the project limits are limited to roadway/pedestrian luminaires and signalization appurtenances. Underground utilities include United Illuminating Company, SNET, Cablevision of Connecticut, Southern Connecticut Gas Company, Aquarion Water Company of Connecticut and city's sanitary sewers.

### PROPOSED IMPROVEMENTS:

In its amended application, the city of Bridgeport has proposed rehabilitation on the subject roadways, which includes mill and resurfacing, curb upgrades and the replacement of non-compliant ADA pedestrian ramps. After review by the DOT Project Development Unit and subsequent discussions with officials from the City of Bridgeport and GBRPA, the scope of improvements was modified as follows:

- **John Street** – mill 3" from the pavement surface (taper to 5" at the gutter to increase curb reveal); make full-depth pavement repairs (utility patches & localized failures); replace catch basin tops as needed and resurface with 2" HMA S0.5 inch on 1" HMA S0.25 inch.
- **Lafayette Boulevard** – mill 3" from the pavement surface; make full-depth pavement repairs (utility patches & localized failures); replace catch basin tops as needed; reconstruct ADA compliant pedestrian ramps as needed and resurface with 2" HMA S0.5 inch on 1" HMA S0.25 inch.
- **Water Street** - mill 3" from the pavement surface; make full-depth pavement repairs (utility patches & localized failures); replace catch basin tops as needed; reconstruct ADA compliant pedestrian ramps as needed and resurface with 2" HMA S0.5 inch on 1" HMA S0.25 inch.
- **North Frontage Road** –
  - Water Street to Broad Street - mill 3" from the pavement surface; make full-depth pavement repairs (utility patches & localized failures); replace catch basin tops as needed; reconstruct ADA compliant pedestrian ramps as needed and resurface with 2" HMA S0.5 inch on 1" HMA S0.25 inch.
  - Broad Street to 360 feet east of Lafayette Boulevard – completely remove the existing bituminous pavement; replace catch basin tops as needed; reconstruct ADA compliant pedestrian ramps as needed and pave to the same depth as the existing pavement. (6" of depth was assumed for estimating purposes – 2" of HMA S0.5 on 4" of HMA S1.0 inch.)

- Only granite stone curbing and concrete sidewalks that are directly/indirectly adversely affected by the work will be included into the project as participating items. Replacement of existing curbing/concrete sidewalk that is *not* directly/indirectly adversely affected by the work *will not be included in the project, or they will be included only as non-participating items (100% city funds)*.

*As part of FHWA's safety guidance, pavement preservation projects, such as the subject project, are not required to incorporate safety enhancements into the proposed improvements. After a review of the existing conditions on the subject roadways, there were no isolated and obvious safety deficiencies found.*

**Roadway Classifications:** John Street & Lafayette Boulevard – urban collector  
 Water Street & North Frontage Road – urban minor arterial

**Standards Utilized for Geometric Evaluation:** Connecticut Highway Design Manual - 2003 – 3R Urban (built-up)

**Improvement Type:** Pavement Resurfacing and Reclamation (non-freeway & non-NHS) – Section 3-3.0

**Posted Speed Limit:** 25 mph (all roadways)

**Design Elements for**

Design Speed: 30 mph

	Existing	Standards	Proposed
Travel lane width	11'	10'-12'	11'
Shoulder width	2'- 10'	2'- 8'	2'- 10'
SSD	>200'	200'	>200'
Minimum Radius	400'	230'	400'

**Design Exceptions:** It is not anticipated that a design exception will be needed for this improvement type.

**Impacts**

- Environmental compliance – Although an official underground contamination review has not been performed by the Department's Environmental Compliance Unit, we do not anticipate any contamination issues due to the nature of the work.
- Environmental Permits – A Coastal Area Management (CAM) consistency is anticipated under this project.
- Utilities – No impacts to overhead or underground utilities are anticipated.
- R.O.W. – None anticipated.

**Preliminary Cost Estimate/Funding:** The Department's Project Development Unit and the City of Bridgeport have estimated the PE and Construction phases for the proposed project. The funding ratio for pavement rehabilitation projects, under the STP-Urban Program, matches 80% federal funds with 20% municipal funds for the Construction Phase. Since the STP-Urban Program is a reimbursement program, the city will have to bond 100% of the cost of the project and will be reimbursed by the Department as the contractor submits his bills. The city will be responsible for 100% for the cost of the Design Phase. As design will be done in house by the Engineering Department no additional costs for design are proposed.

However, a separate PE phase will be initiated for the Department's review and oversight of the city's design, which will be funded with 80% federal funds (STP-Bridgeport) and 20% state urban bonds.

The City of Bridgeport will administer the construction phase and will be responsible for the advertizing, award and inspection of the project.

The estimate and funding ratios for the following phases are as follows:

<b>PE Phase</b>	<u>Federal</u>	<u>State</u>	<u>Municipal</u>	<u>Total</u>
PE Phase (DOT oversight)	\$ 40,000	\$ 10,000	0	\$ 50,000
Design	<u>\$ 0</u>	<u>\$ 0</u>	100% (city)**	<u>\$ 0</u>
<b>PE Phase Total</b>	<b>\$ 40,000</b>	<b>\$ 10,000</b>		<b>\$ 50,000</b>
<b>Construction Phase</b>				
Construction Items	\$1,776,000	\$ 0	\$ 444,000	\$ 2,220,000
Contingencies	\$ 177,600	\$ 0	\$ 44,400	\$ 222,000
Incidentals to Construction	<u>\$ 266,400</u>	<u>\$ 0</u>	<u>\$ 66,600</u>	<u>\$ 333,000</u>
<b>Total Construction Phase</b>	<b>\$ 2,220,000</b>	<b>\$ 0</b>	<b>\$ 555,000</b>	<b>\$ 2,775,000</b>
<b>Total Project Costs</b>	<b>\$2,260,000</b>	<b>\$ 10,000</b>	<b>\$ 555,000</b>	<b>\$ 2,825,000</b>

\*\* The city will be responsible for 100% for the cost of the Design Phase. There are no additional proposed design costs as the design will be done in house by the City of Bridgeport Engineering Office.



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

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

**ANDREW J. NUNN**  
CAO

**BILL FINCH**  
Mayor

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

COMM.#45-10 Referred to ECD&E Committee on 3/21/2011

March 2, 2011

To: City Clerk Fleeta Hudson  
From: Alexandra McGoldrick, Central Grants and Community Development  
Re: 2011 Funding for Medical Reserve Corps

The Health Department seeks authorization to enter into a partnership with the Westport Weston Health District and receive funding to build the capacity of the Medical Reserve Corps.

The Westport Weston Health District is serving as the fiduciary for DPH funding to be disbursed to the towns in Region I to support local Medical Reserve Corps. Bridgeport received \$7,500. The funding will be used to recruit and train volunteers to respond to public health emergencies.

I am requesting that this item be referred to the ECD&E Committee for review.

Thank you for your attention to this matter. Please feel free to contact me at 332-5665 with any questions.

RECEIVED  
CITY CLERK'S OFFICE  
2011 MAR -2 P 4:06  
ATTEST  
CITY CLERK

**WHEREAS**, the Westport Weston Health District is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through the Westport Weston Health District acting as fiduciary for the DEMHS Region I Regional MRC and,

**WHEREAS**, funds under this grant will be used to build the capacity of the Medical Reserve Corps; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, receive funding from the Westport Weston Health District in an amount not to exceed \$7,500 for the purpose of building the capacity of the Medical Reserve Corps; and,

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

1. That it is cognizant of the City's partnership with the Westport Weston Health District for funds to build the capacity of the Medical Reserve Corps.
2. That it hereby authorizes, directs and empowers the mayor or his designee to enter into partnership with the Westport Weston Health District for a Local Capacity Building for the Medical Reserve Corps, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

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

---

PROJECT TITLE : Local Capacity Building for Medical Reserve Corps

RENEWAL  NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Alexandra McGoldrick

PHONE NUMBER: 332-5665

**PROJECT SUMMARY/DESCRIPTION:**

The Westport Weston Health District is serving as the fiduciary for DPH funding to be disbursed to the towns in Region I to support local Medical Reserve Corps. Bridgeport received \$7,500. The funding will be used to recruit and train volunteers to respond to public health emergencies.

**CONTRACT DATES:**

Funds must be expended by June 30, 2011.

**PROJECT GOALS AND PROCEDURES:**

To build the capacity of the Medical Reserve Corps by:

- 1) Actively recruit volunteers from community health centers, VNA, schools of nursing, special needs groups, private physicians and local employers.
- 2) Screen volunteers for appropriate credentials and background checks.
- 3) Organize, train and educate volunteers.
- 4) Collaborate with local hospitals, health departments, emergency management planners and other volunteer organizations.
- 5) Help provide surge capacity for a public health disease outbreak.
- 6) Participate in community preparedness drills.
- 7) Plan meetings, exercises, and team building activities to maintain volunteer interest.
- 8) Assist Health Department during disasters and public health emergencies.

---

**IF APPLICABLE**

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

Federal:  
State:  
City:  
Other: \$7,500

**FUNDS REQUESTED**

Salaries/Benefits:  
Printing @ \$3,000; Supplies @ \$900  
Food for training @ \$1,000  
Advertising @ \$1,000  
CEU's @ \$ 1,000  
Laptop computer @ \$600  
Subcontracts: Yes  No   
If yes, supply listing and dollar amount  
(please attach)



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH  
Mayor

COMM. # 46-10 Referred to Budget & Appropriations Committee (03/07/2011)

TO: Fleeta Hudson, City Clerk

FROM: Bill Finch, Mayor *Bill* @

DATE: March 3, 2011

REF: APPROVAL OF GENERAL OBLIGATION BONDS  
To Fund Certain Capital Improvement Projects

Enclosed are copies of the above captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget and Appropriations Committee.

RECEIVED  
CITY CLERK'S OFFICE  
2011 MAR - 3 A 11: 25  
ATTEST  
CITY CLERK

# CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

NO.

## 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 the City's Five Year Capital Plan for Fiscal Year 2012-2016 (the "2012-2016 Capital Plan"); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against said 2012-2016 Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2012-2016 Capital Plan in the amount of \$22,005,000 as more particularly listed on Exhibit A 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 (the "Projects") in a principal amount not to exceed \$22,005,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$22,005,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such

RECEIVED  
CITY CLERK'S OFFICE  
2011 MAR 22 PM 4:42  
ATTEST  
CITY CLERK

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

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

**RESOLVED**, That the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut

General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

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

**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

**RESOLVED**, That the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such

Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further

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

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

**Exhibit A**

<b><u>PROJECT DESCRIPTION</u></b>	<b>FY 2012 Capital Plan <u>PROPOSED</u></b>	<b>AUTHORIZE</b>
<b><u>Board of Education</u></b>		
Special Education Buses	300,000	300,000
<b>TOTAL BOE</b>	<b>300,000</b>	<b>300,000</b>
<b><u>Economic Development</u></b>		
City / Neighborhood Beautification	500,000	500,000
Land management / Acquisition Steel Point	3,000,000	3,000,000
Neighborhood Revitalization Zones- Infrastructure	200,000	200,000
Neighborhood Revitalization Zones- Housing/Admin	200,000	200,000
City Wide Waterfront Development	750,000	750,000
Blight Removal / Demolition Clean Up	3,000,000	3,000,000
<b>TOTAL OPEB</b>	<b>7,650,000</b>	<b>7,650,000</b>
<b><u>Public Facilities</u></b>		
Roadway Paving, Culverts, Intersections	4,000,000	4,000,000
Public Facilities Equipment	1,500,000	1,500,000
Muni Bldg. HVAC / Heating / Elec / Facilities	500,000	500,000
City Wide Building & Security Improvements	500,000	500,000
Energy Conservation / Conversion Program	750,000	750,000
Sidewalk / Streetscape Replacement Program	3,000,000	3,000,000
New Senior Center	2,000,000	2,000,000
<b>TOTAL PUBLIC FACILITIES</b>	<b>12,250,000</b>	<b>12,250,000</b>
<b><u>Other Departments</u></b>		
EOC Capital Maintenance Program	225,000	225,000
Fire Apparatus Replacement Program	1,000,000	1,000,000
WPCA Sewer Separation Program	330,000	330,000
IT Telephony & Computer Replacement Program	250,000	250,000
<b>TOTAL OTHER</b>	<b>1,805,000</b>	<b>1,805,000</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>22,005,000</b>	<b>22,005,000</b>

**47-10 - For City Council Ratification**

**APPOINTMENT OF SPECIAL COMMITTEE BY COUNCIL PRESIDENT  
TO BE KNOWN AS**

**REDISTRICTING COMMITTEE**

The City Council of Bridgeport on March 7, 2011 ratified the appointment by the City Council President, of a Special Committee to be known as the REDISTRICTING COMMITTEE.

The members of the Committee are as follows, with the first two named members serving as Co-chairmen:

Councilmembers Holloway, Martinez, Brannelly, Taylor-Moye, Brantley, Austin, and Lyons.

**ATTEST:**



\_\_\_\_\_  
Fleeta C. Hudson, City Clerk

Requires Council Ratification only. Mayoral approval not required.

For record keeping purposes, this item will remain on file in the records of COMMITTEE AS A WHOLE of the City Council.

ITEM# 47-10 Ratified on March 7, 2011(OFF THE FLOOR).

**Special Committee on Redistricting**

The purpose of this special committee is to do the initial work on Redistricting and then refer the redistricting plan to the Ordinance Committee for final approval.

James Holloway - Co-Chair

Lydia Martinez - Co-chair

Susan Brannelly

Denese Talyor-Moye

M. Evette Brantley

Howard Austin, Sr.

Michelle Lyons

RECEIVED  
CITY CLERK'S OFFICE  
2011 MAR -8 A 8:59  
ATTEST  
CITY CLERK



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF CITY PLANNING**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH

Mayor

COMM.#48-10 Referred to Public Safety & Transportation  
Committee (03/07/11) OFF THE FLOOR

March 7, 2011

DONALD C. EVERSLEY

Director of  
Planning and  
Economic Development

Bridgeport City Council  
c/o Office of the City Clerk  
City Hall – Room #204  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: Resolution of the City Council  
Regarding a Planning Study for a  
Pedestrian Bridge & Walkway over Ash Creek

MICHAEL P. NIDOH  
Director of Planning

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2011 MAR - 8 A 9:37

Dear Honorable Councilpersons:

The City of Bridgeport has applied for federal transportation assistance under the Surface Transportation Program: Urban (STPB) in the amount of \$150,000 for the purpose of conducting a planning study for the proposed Pedestrian Bridge and Walkway over Ask Creek in the vicinity of the new Fairfield Train Station. The City is working with the Greater Bridgeport Regional Planning Agency (GBRPA) on this project.

The Greater Bridgeport and Valley Metropolitan Planning Organization (MPO) has already endorsed the amendment to the FFY 2010-2013 Transportation Improvement Program to include the planning study and has approved the allocation of \$120,000 in federal financial assistance to the project.

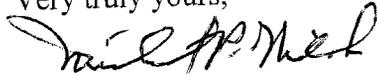
The City of Bridgeport will be responsible for the 20% match of the cost of the planning and feasibility study. The City has committed \$30,000 of Capital Fund for this purpose and all that remains is for a resolution of the City Council (see attached) to be approved.

Also attached is the proposed Work Program under the STPB for the Pedestrian Bridge and Walkway Planning Study that should further explain the objectives of the proposed project.

The Office of Planning & Economic Development (OPED) respectfully requests the City Council's favorable consideration of this resolution. OPED staff will be available to the Council at your Committee meeting to respond to any questions that you may have regarding this request.

In the interim, should you have any questions of me, I can be contacted via e-mail at [michael.nidoh@bridgeportct.gov](mailto:michael.nidoh@bridgeportct.gov) or by phone at 203.576-7191.

Very truly yours,



Michael P. Nidoh  
Director of Planning

Attachments: (2)

PC: Bill Finch – Mayor (w/ attachments)  
Andrew Nunn – CAO (w/ attachments)  
Don Eversley – OPED (w/ attachments)  
Ed Lavernoich – OPED (w/ attachments)  
Brian Bidolli – GBRPA (w/ attachments)

**AUTHORIZING RESOLUTION  
OF THE  
BRIDGEPORT CITY COUNCIL  
REGARDING THE  
SURFACE TRANSPORTATION PROGRAM  
BRIDGEPORT-STAMFORD URBAN AREA  
PEDESTRIAN BRIDGE AND WALKWAY  
OVER ASH CREEK  
PLANNING STUDY**

**WHEREAS**, the *Safe, Accountable, Flexible, & Efficient Transportation Equity Act: A Legacy of Users (SAFETEA-LU)* and related U.S. Department of Transportation regulations allocates federal transportation assistance to large urban areas for the purpose of implementing various transportation improvement projects:

**WHEREAS**, the Bridgeport-Stamford urban area is designated as a large urban area and transportation management area and the *SAFETEA-LU* allocates funds to the Bridgeport-Stamford urban area under the Surface Transportation Program: Urban (STPB) transportation assistance program administered by the Federal Highway Administration and authorizes the Greater Bridgeport and Valley Metropolitan Planning Organization (GBVMPO) to program projects in the *TIP/STIP* under the STPB program:

**WHEREAS**, the Connecticut Department of Transportation administers the Surface Transportation Program: Urban Area and assists municipal sponsors in the conduct of project concept review, project scoping and project developments;

**WHEREAS**, the City of Bridgeport has applied for federal transportation assistance under the STPB program in the amount of \$150,000 for the purpose of conducting a planning study for the Pedestrian Bridge and Walkway over Ash Creek project:

**WHEREAS**, the City of Bridgeport will be responsible for 20% of the cost of the planning and feasibility study or \$30,000:

**WHEREAS**, the Greater Bridgeport and Valley MPO has endorsed the amendment to the *FFY 2010-2013 Transportation Improvement Program* to include the planning study and approved the allocation of \$120,000 in federal assistance to the project:

**WHEREAS**, the Bridgeport City Council has indicated in its publication of its Council agenda the City's intent to use federal financial assistance to conduct these studies:

**NOW, THEREFORE, BE IT RESOLVED**, that the Bridgeport City Council finds that the proposed project is in the best interests of the City and will promote the health, safety and general welfare of its residents and provide safe and convenient transportation facilities.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that based upon the above information, the Bridgeport City Council fully supports the proposed project and will commit the necessary resources to ensure the completion in an expeditious manner.

**FURTHERMORE**, the Mayor of the City of Bridgeport, or his duly authorized designee, is hereby authorized to enter into an agreement with the Connecticut Department of Transportation for federal assistance under the Surface Transportation Program: Urban Area, designated as STPB, and to execute any and all documentation required to complete the project.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
(Duly Authorized Signature)

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

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

(Please print)

## Work Program Surface Transportation Program: Urban

### ***Pedestrian Bridge and Walkway Planning Study*** January 2011

The city of Bridgeport has embarked on efforts to reduce resident's dependence on motor vehicle travel, reduce the city's carbon footprint and promote alternative modes of transportation, including commuter rail, bus, walking and bicycling. The key guiding plan for these efforts is the *BGreen 2020: A Sustainability Plan for Bridgeport, Connecticut*. This plan was developed as a multi-disciplinary effort to identify strategies available locally that can have a positive impact the environment, climate change, energy dependency and the national economy. To overcome the challenges facing the city, economic, social and environmental issues must be faced in comprehensive and sustainable manner.

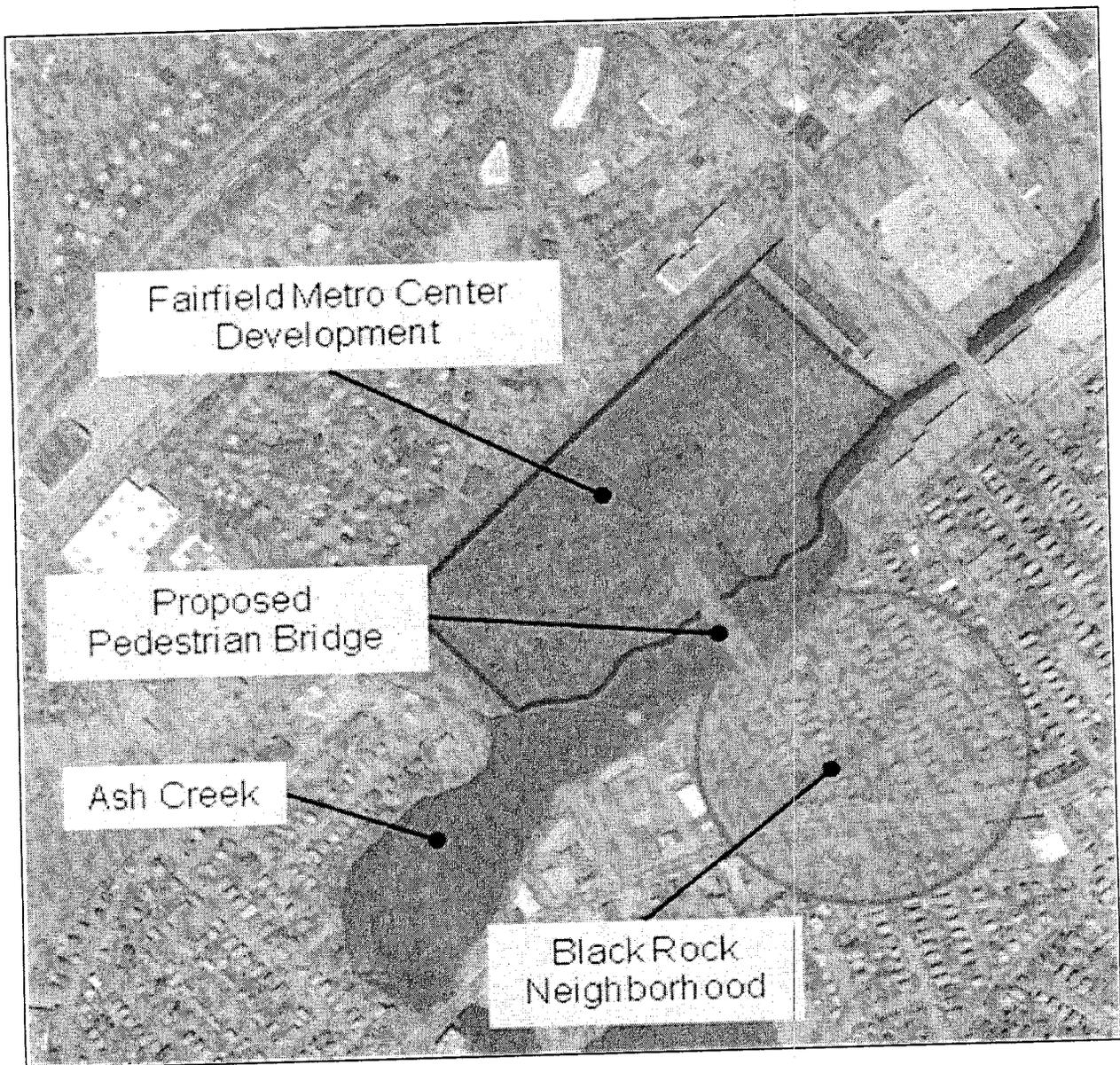
Consistent with regional sustainability goals, the region and state approved funding for the construction of a new commuter rail station in Fairfield, located at Commerce Drive and Black Rock Turnpike, known as the Fairfield Metro Center. The new rail station is a major element of state-town-private development effort that will become a large office park. Residential and other retail and commercial areas are in proximity to the site and the town of Fairfield envisions station as laying the foundation for a new walkable, mixed-use, and transit-oriented neighborhood. The surrounding land use is a mix of older, residential units and newer, commercial uses and the area has seen greater transformation over the decades than most areas of town oriented around an interchange with I-95. The new commuter rail station will, however, be the impetus for a next transformation from automobile depended uses to those supported by rail access.

The Black Rock neighborhood is located in Bridgeport adjacent to the Fairfield Metro Center site. The neighborhood is comprised of medium to high density residential uses and commercial strip activities along Fairfield Avenue (State Route 130). However, the Ash Creek separates the residential neighborhood from the Fairfield Metro Center rail station and office complex. Currently, access between the two areas is via Brewster Street and Black Rock Turnpike, two narrow, local streets with minimal pedestrian amenities. Traffic volumes on these roads are in the range of 5,300 vpd to 14,000 vpd, with the higher volumes recorded south of Commerce Drive in Fairfield and the lower count north of Route 130 in Bridgeport. Walking between the two sites is not very safe or convenient.

In line with the sustainability concepts, both the city of Bridgeport and the town of Fairfield are advocating greater reliance on non-motorized transportation and creation of walkable connections. The city's *BGreen* plan includes the construction of a pedestrian bridge over the Ash Creek as one of its transportation/mobility actions. The pedestrian bridge would provide a safe and convenient path for residents of the Black Rock neighborhood to walk to the new Fairfield Metro Center rail station without having to travel along an uninviting Brewster Street.

In addition, the draft update of the Fairfield Plan of Conservation and Development recommends a pedestrian bridge linking the station area and the riverfront paths in its vicinity to Black Rock neighborhood in Bridgeport via Fox Street. As described in the POCD, the new bridge would shorten walking distances for several blocks of residents, bring them within reasonable walking distance of the station, provide them with a viable alternative for station access to the automobile, and alleviate traffic congestion along Brewster Street and Black Rock Turnpike from the south where there are physical constraints to increased volume.

The pedestrian bridge would also provide more direct access to and linkages between Greater Bridgeport Transit bus services, including the current routes along Commerce Drive in Fairfield and *Coastal Link* service operating along Route 130 in Bridgeport.



## **Purpose of Study**

The concept of a pedestrian bridge over the Ash Creek linking the city of Bridgeport and the town of Fairfield has the support of both municipalities and has been identified as an action to promote sustainability goals and foster the conversion of the area as a transit oriented, mixed use district. The city of Bridgeport has applied for federal assistance under the Surface Transportation Program: Bridgeport-Stamford Urban Area account (STPB) to conduct a planning and feasibility study for the pedestrian bridge and walkway. The intent of the study will be to assess environmental impacts, prepare mapping, determine structure type, identify environmental permits, coordinate location of walkway and bridge with town of Fairfield and Metro-Center developer and incorporate alignment into development plans, prepare a preliminary concept, implementation and execution plan for the bridge and walkway and estimate construction costs.

## **Work Program Outline**

The proposed study would follow a multi-task planning work program and be directed by a study advisory committee. The proposed work program and study outline consists of following tasks:

### **Task 1: Establish Study Advisory Committee (SAC)**

A study advisory committee would be formed to assist and direct the City in the conduct of the study and specifically in setting goals and objectives, identifying issues, developing strategies, evaluating possible actions and establishing priorities. The committee would be comprised of representatives from the city of Bridgeport planning, economic development and engineering departments, City Council, Mayor's Office and town of Fairfield. The committee will also serve as the means for coordinating the pedestrian bridge concept between the city of Bridgeport and town of Fairfield and ensure project consistency, joint support and approval.

Responsibility: GBRPA and City

Timeline: 6 weeks

### **Task 2: Data Collection and Acquisition**

Collect and acquire the base data needed to analyze existing conditions and determine general travel characteristics in the vicinity of the Black Rock neighborhood and along Brewster Street and Black Rock Turnpike. The data to be collected or obtained either through field surveys or from existing data files includes:

- Average Daily Traffic (ADTs) volumes – Brewster Street and Black Rock Turnpike;
- Turning movement counts at Brewster Street and Fairfield Avenue (Route 130);
- Pedestrian counts along Brewster Street;

- Road geometry and widths;
- Pedestrian features and facilities (crosswalks, pedestrian actuated signals and sidewalks);
- Land use survey;
- On-street parking patterns;
- Environmental data (wetlands, floodplain, water course); and
- Local fixed-route bus operations, including bus stop and shelter locations.

Responsibility: GBRPA and City

Timeline: 8 weeks

### **Task 3: Property Research**

Perform the property records search of the affected property and obtain the following information:

- Property address
- Property record volume and page or map/block/lot reference (as applicable)
- Owner's name and mailing address
- Photocopy of the current Deed
- Photocopy of any easements, rights-of-way or boundary agreements encumbering the property referenced in the current Deed
- Photocopy of any maps referenced in the current Deed

Responsibility: GBRPA and City

Timeline: 4 weeks

### **Task 4: Property and Topographical Survey Mapping**

Obtain aerial photography of the project study area in a digital format and perform a topographic survey of the proposed alignment of the pedestrian bridge and walkway from the vicinity of Fox Street to the Fairfield Metro Center rail station. Survey ground control across the entire project area will be established using a static G.P.S. network. The horizontal system will be based on the North American Datum of 1983 (NAD 83) and the vertical system on the North American Vertical Datum of 1988 (NAVD88). A swath of topography one hundred (100) feet in width, centered on the proposed alignment, will be surveyed and depicted on the base mapping. The preliminary site plan for the Fairfield Metro Center development project will be obtained and key features and structures will be depicted on the site map. An RFP will be prepared for consultant services to perform survey and prepare mapping.

Responsibility: GBRPA  
Consultant Engineer

Timeline: 12 weeks

### **Task 5: Prepare Base Mapping**

Prepare base mapping at a scale of 1" = 40'. The base mapping will depict topography with a 1' contour interval. An RFP will be prepared for consultant services to prepare base mapping; in conjunction with survey work.

Responsibility: GBRPA  
Consultant Engineer  
Timeline: 4 weeks

### **Task 6: Environmental Features Mapping**

Visit the site and delineate the boundaries of the wetlands by certified soil scientist. A swath one hundred and fifty (150) feet in width, centered on the proposed alignment, will be delineated in the field. The location of the flags will be field surveyed and then added to the base mapping. The soil scientist will prepare a report, as required by the local regulatory authorities for both Bridgeport and Fairfield. In addition, stream channel encroachment lines, flood plain boundaries, and flood way limits will be researched from published data. The navigability of the Ash Creek and the limits of the navigable waterway will be determined.

Responsibility: GBRPA and City  
Timeline: 6 weeks

### **Task 7: Structure Type Assessment**

The bridge over the Ash Creek can be constructed in a number of ways and consist of different materials. A brief structure type report will be prepared for the pedestrian bridge that will evaluate alternative bridge types. Each report will provide a description, estimated impacts, opinion of cost, and sketches of the layout, elevation and section for each structure type. In addition, the evaluation will include the required information to determine appropriate locations of the bridge and all elements required to support the structure, while minimizing environmental impacts and project costs. An RFP will be prepared for consultant services to perform survey and prepare mapping.

Responsibility: GBRPA  
Consultant Engineer  
Timeline: 12 weeks

### **Task 8: Walkway Type Assessment**

Design guidelines from the AASHTO and ConnDOT will be reviewed to determine the design approach for the planned walkway. This task will also assess the appropriateness of various materials. A report will be prepared on the preferred design approach and include details on

the width of the walkway, surface material, grade, typical cross section and amenities to place along the path. A signage plan will also be developed, identifying the type, locations and style of signs to be installed along the walkway.

Responsibility: GBRPA and City

Timeline: 10 weeks

### **Task 9: Identify Environmental Permits**

Constructing a new structure over a water course will necessitate the issuance of various environmental permits. This task will research the required permits and summarize the issuing agency, reason for the permit, the permit requirements, scope and extent of work needed to prepare the permit and the estimated timeframe for approval.

Responsibility: GBRPA and City

Timeline: 10 weeks

### **Task 10: Prepare Preliminary Concept Plan and Study Report**

Prepare a schematic plan for the proposed pedestrian bridge and walkway meeting the project design objectives. The concept plan will include:

- Layout of the preferred alignment at a scale of 1" = 40',
- Typical cross section;
- Illustration of the preferred bridge structure type, including plan view, elevation and perspective;
- Preliminary landscaping plan;
- Detail sheets illustrating the concept design for fencing, railing, bollards, and walkway structure; and
- Estimate of construction costs.

Visualization tools and techniques will be used to depict the concept plan as a before and after development.

Responsibility: GBRPA and City

Timeline: 16 weeks

### **Task 11: Public Outreach**

The project study will include a public outreach effort that will adhere to the principles of a *Context Sensitive Solutions* approach. It will include public information meetings held in the Black Rock neighborhood and posting of project information, documents and plans on the city

of Bridgeport's website. In addition to convening a Study Advisory Committee, the public will be provided on-going opportunity to provide input and comment.

During the study, the following outreach efforts will be conducted:

- Public information meetings – at least two: at the start of the study and to review the draft report; and
- Website – provide update and information regarding the study on the city's website with clear links to any reports and documents prepared during the study as well as a way to comment on the study.

Responsibility: GBRPA and City

Timeline: On-going

### **Work Products**

Data Technical Memorandum

Structure Type Assessment Report

Walkway Type and Design Approach Assessment Report

Concept Plan for Pedestrian Bridge and Walkway

### **Direct Items**

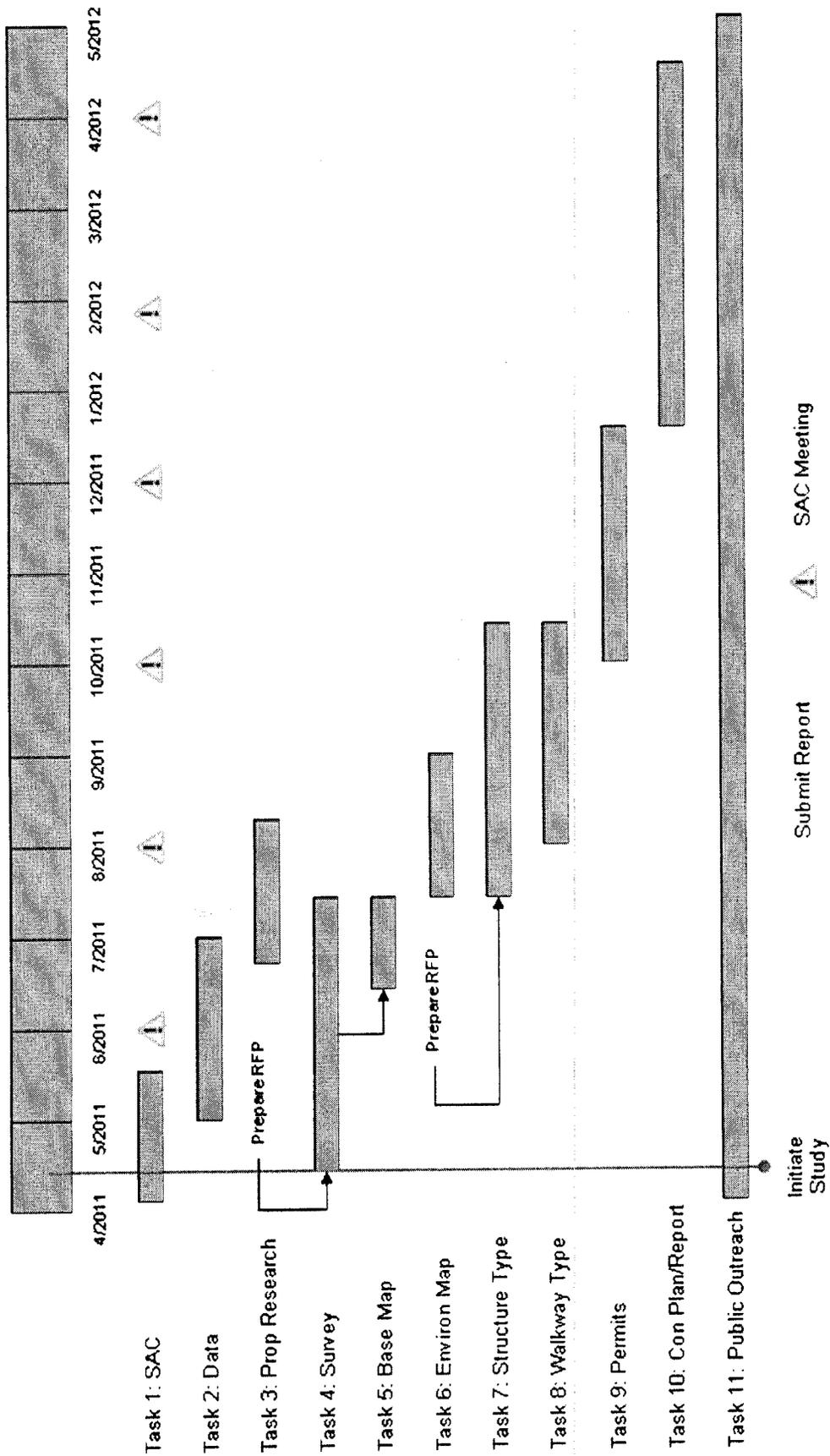
Consultant Services – Survey, Topographical and Base Mapping

Traffic Counts and Turning Movement Surveys

TransCAD Model

Visualization Tools

# Pedestrian Bridge and Walkway Planning Study Project Schedule





City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF CITY PLANNING**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE: (203) 576-7221  
FAX: (203) 332-5611

BILL FINCH  
Mayor

COMM. # 49-10 REFERRED TO PUBLIC SAFETY AND  
TRANSPORTATION COMMITTEE (03/07/11 OFF THE FLOOR)

DONALD C. EVERSLEY  
Director of  
Planning and  
Economic Development

March 7, 2011

Bridgeport City Council  
c/o Office of the City Clerk  
City Hall – Room #204  
45 Lyon Terrace  
Bridgeport, CT 06604

MICHAEL P. NIDOH  
Director of Planning

RE: Resolution of the City Council  
Regarding a Planning Study for the  
Realignment of Lafayette Circle

RECEIVED  
CITY CLERKS OFFICE  
2011 MAR - 8 A 9:38  
ATTEST  
CITY CLERK

Dear Honorable Councilpersons:

The City of Bridgeport has applied for federal transportation assistance under the Surface Transportation Program: Urban (STPB) in the amount of \$150,000 for the purpose of conducting a planning study for the proposed Realignment of Lafayette Circle. The City is working with the Greater Bridgeport Regional Planning Agency (GBRPA) on this project.

The Greater Bridgeport and Valley Metropolitan Planning Organization (MPO) has already endorsed the amendment to the FFY 2010-2013 Transportation Improvement Program to include the planning study and has approved the allocation of \$120,000 in federal financial assistance to the project.

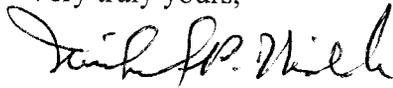
The City of Bridgeport will be responsible for the 20% match of the cost of the planning and feasibility study. The City has committed \$30,000 of Capital Fund for this purpose and all that remains is for a resolution of the City Council (see attached) to be approved.

Also attached is the proposed Work Program under the STPB for the Realignment of Lafayette Circle Planning Study that should further explain the objectives of the proposed project.

The Office of Planning & Economic Development (OPED) respectfully requests the City Council's favorable consideration of this resolution. OPED staff will be available to the Council at your Committee meeting to respond to any questions that you may have regarding this request.

In the interim, should you have any questions of me, I can be contacted via e-mail at [michael.nidoh@bridgeportct.gov](mailto:michael.nidoh@bridgeportct.gov) or by phone at 203.576-7191.

Very truly yours,



Michael P. Nidoh  
Director of Planning

Attachments: (2)

PC: Bill Finch – Mayor (w/ attachments)  
Andrew Nunn – CAO (w/ attachments)  
Don Eversley – OPED (w/ attachments)  
Ed Lavernoich – OPED (w/ attachments)  
Brian Bidolli – GBRPA (w/ attachments)

**AUTHORIZING RESOLUTION  
OF THE  
BRIDGEPORT CITY COUNCIL  
REGARDING THE  
SURFACE TRANSPORTATION PROGRAM  
BRIDGEPORT-STAMFORD URBAN AREA  
REALIGNMENT OF LAFAYETTE CIRCLE  
PLANNING STUDY**

**WHEREAS**, the *Safe, Accountable, Flexible, & Efficient Transportation Equity Act: A Legacy of Users (SAFETEA-LU)* and related U.S. Department of Transportation regulations allocates federal transportation assistance to large urban areas for the purpose of implementing various transportation improvement projects:

**WHEREAS**, the Bridgeport-Stamford urban area is designated as a large urban area and transportation management area and the *SAFETEA-LU* allocates funds to the Bridgeport-Stamford urban area under the Surface Transportation Program: Urban (STPB) transportation assistance program administered by the Federal Highway Administration and authorizes the Greater Bridgeport and Valley Metropolitan Planning Organization (GBVMPO) to program projects in the *TIP/STIP* under the STPB program:

**WHEREAS**, the Connecticut Department of Transportation administers the Surface Transportation Program: Urban Area and assists municipal sponsors in the conduct of project concept review, project scoping and project developments;

**WHEREAS**, the City of Bridgeport has applied for federal transportation assistance under the STPB program in the amount of \$150,000 for the purpose of conducting a planning study for the Realignment of Lafayette Circle project:

**WHEREAS**, the City of Bridgeport will be responsible for 20% of the cost of the planning and feasibility study or \$30,000:

**WHEREAS**, the Greater Bridgeport and Valley MPO has endorsed the amendment to the *FFY 2010-2013 Transportation Improvement Program* to include the planning study and approved the allocation of \$120,000 in federal assistance to the project:

**WHEREAS**, the Bridgeport City Council has indicated in its publication of its Council agenda the City's intent to use federal financial assistance to conduct these studies:

**NOW, THEREFORE, BE IT RESOLVED**, that the Bridgeport City Council finds that the proposed project is in the best interests of the City and will promote the health, safety and general welfare of its residents and provide safe and convenient transportation facilities.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that based upon the above information, the Bridgeport City Council fully supports the proposed project and will commit the necessary resources to ensure the completion in an expeditious manner.

**FURTHERMORE**, the Mayor of the City of Bridgeport, or his duly authorized designee, is hereby authorized to enter into an agreement with the Connecticut Department of Transportation for federal assistance under the Surface Transportation Program: Urban Area, designated as STPB, and to execute any and all documentation required to complete the project.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
(Duly Authorized Signature)

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

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

(Please print)

## **Work Program Surface Transportation Program: Urban**

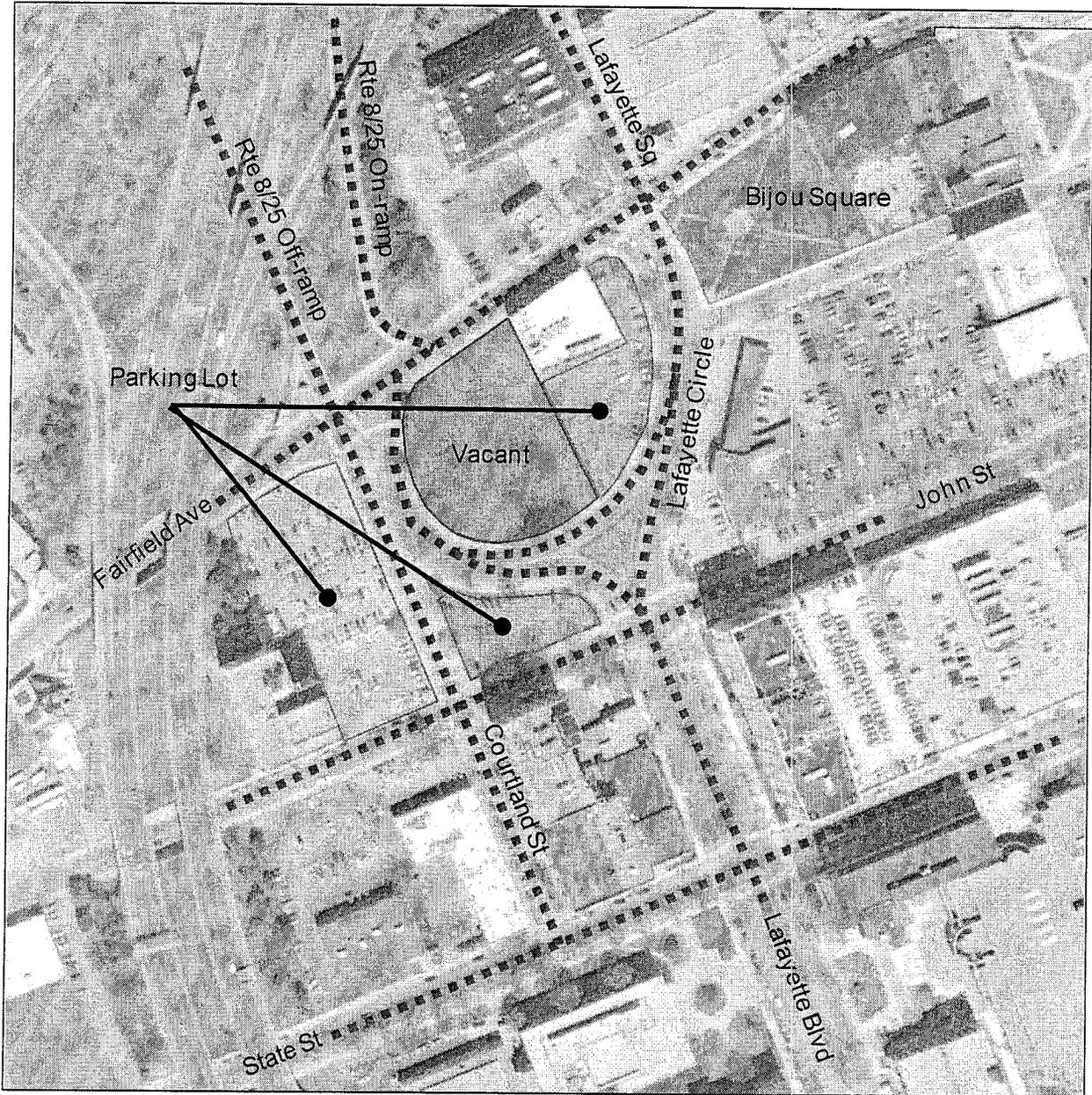
### ***Realignment of Lafayette Circle Planning Study January 2011***

The city of Bridgeport has embarked on efforts to redevelop and revitalize the Downtown area of the city. In recent years, substantial redevelopment has occurred with the conversion of the old Read's Department store into loft-type apartments and the City Trust bank building and Lafayette Medical building into market-rate apartments. Other redevelopment projects have included the rehabilitation of the old Barnum Arcade in small retail stores and the construction of a new apartment building with first floor retail (Bijou Square) at the corner of Lafayette Circle and Fairfield Avenue.

The city's Plan of Conservation and Development and companion Downtown Master Plan recommend rebranding and reimagining the downtown area as a livable, transit oriented district. To implement that recommendation, the city has rewritten its zoning regulations to designate the downtown area as a Downtown Village District (DVD). Key elements of the DVD zoning include first floor retail and economic redevelopment compatible with an urban core. Bridgeport has also recently completed a sustainability plan refer to as the *BGreen 2020: A Sustainability Plan for Bridgeport, Connecticut*. It is aimed at reducing the city's carbon footprint and promoting the downtown area as a transit oriented district.

The area around the Lafayette Circle has been identified as prime for economic redevelopment. The land inside the circle is occupied by a small office building, but the majority of the site is vacant or paved as a parking lot for the office building. The parcel to the east of the circle is being redeveloped as the Bijou Square project. To the west, there are additional parking lots and the former SNET building (currently underutilized). The land to the south of the circle is fully occupied by the RBS building on the east side of Lafayette Boulevard and the Connecticut Post building on the west side.

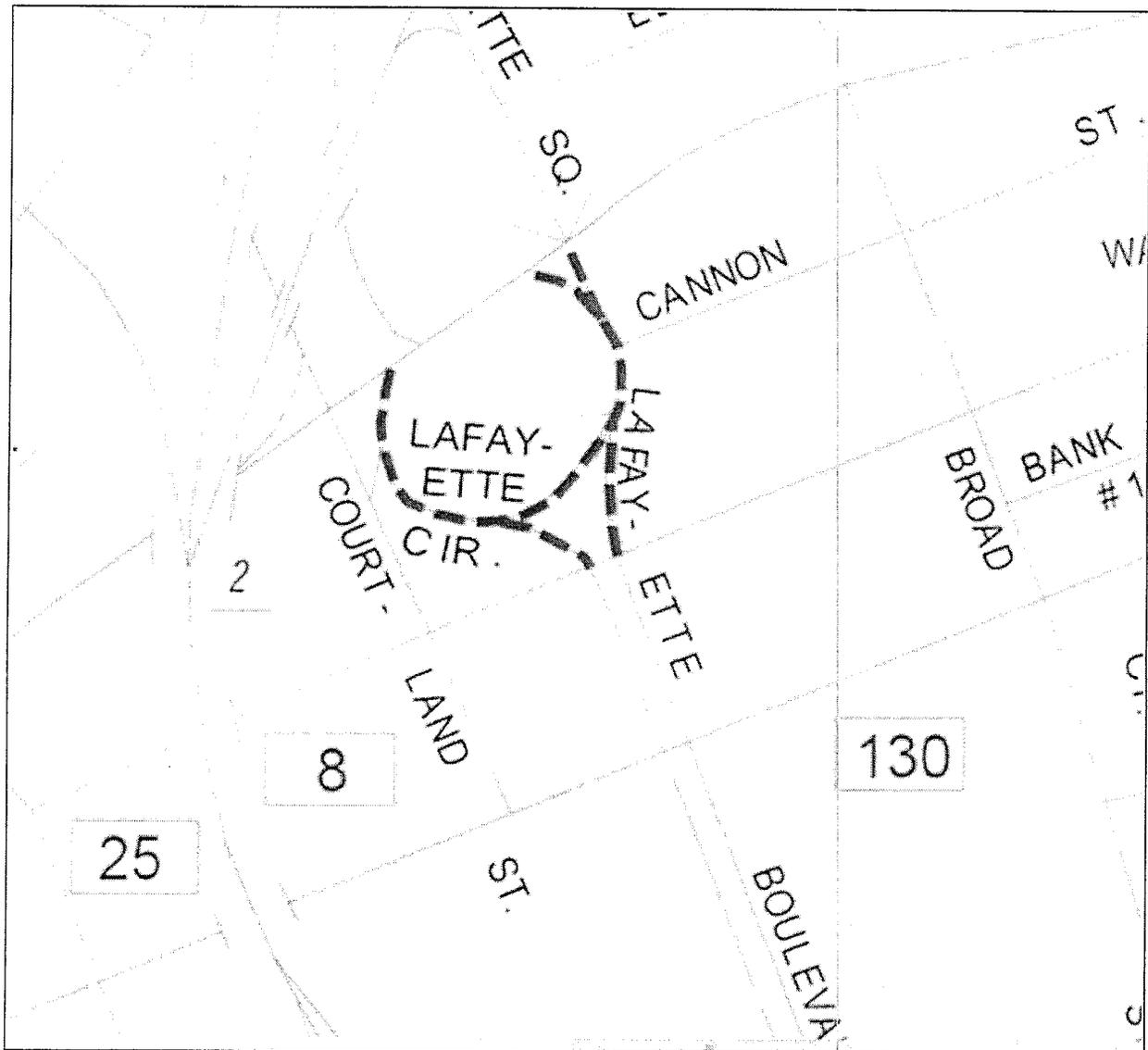
Lafayette Circle was built in the 1960s as part of an urban renewal project that included the construction of a downtown shopping center (Lafayette Plaza), a federal building and courthouse, and a hotel. Lafayette Boulevard was built as a median divided roadway and as the main arterial through the renewal area. It extends from I-95 to John Street. From John Street the boulevard It is reconfigured as a half circle that begins on Fairfield Avenue at the southbound off-ramp from the Route 8/25 connector and loops around a small commercial parcel before rejoining Fairfield Avenue at Lafayette Square. One-way operation is provided in the direction from Route 8/25 to Lafayette Square. Two-to-four travel lanes are provided. Courtland Street diverges from Lafayette Circle on the west side arc and provides a direct connection to John Street and State Street.



The existing configuration of the circle substantially constrains the potential for redevelopment. Elimination of the circle and realignment and extension of Lafayette Boulevard directly to Fairfield Avenue will make the area more attractive and marketable to prospective developers. The POCD, Downtown Master Plan and the BGreen 2020 plan all recommend the elimination of Lafayette Circle and realignment of Lafayette Boulevard to foster and realize economic revitalization of the north end of Lafayette Boulevard. The concept is identified as a critical project in city's efforts to realize this area of the downtown.

From a traffic operations perspective, the proposed project will enhance movement to and from the Route 8/25 connector and improve access to the downtown area from the expressway. The direct connection to the expressway will divert some trips from the Main

Street corridor to the Lafayette Boulevard corridor, thereby improving operations along the more congestion and commercially intense Main Street.



### Purpose of Study

The concept of a realigning Lafayette Circle is consistent with the city's POCD and economic redevelopment strategies. The city of Bridgeport has applied for federal assistance under the Surface Transportation Program: Bridgeport-Stamford Urban Area account (STPB) to conduct a planning and feasibility study for the realignment of Lafayette Circle. The intent of the study will be to assess environmental impacts, prepare mapping, assess traffic operations, identify environmental permits, coordinate the realignment concept with area businesses, incorporate the realignment into development plans, prepare a preliminary concept, implementation and execution plan and estimate construction costs.

## **Work Program Outline**

The proposed study would follow a multi-task planning work program and be directed by a study advisory committee. The proposed work program and study outline consists of following tasks:

### **Task 1: Establish Study Advisory Committee (SAC)**

A study advisory committee would be formed to assist and direct the City in the conduct of the study and specifically in setting goals and objectives, identifying issues, developing strategies, evaluating possible actions and establishing priorities. The committee would be comprised of representatives from the city of Bridgeport planning, economic development and engineering departments, City Council, Mayor's Office and downtown businesses.

Responsibility: GBRPA and City

Timeline: 6 weeks

### **Task 2: Data Collection and Acquisition**

Collect and acquire the base data needed to analyze existing conditions and determine general travel characteristics in the vicinity of Lafayette Circle. The data to be collected or obtained either through field surveys or from existing data files includes:

- Average Daily Traffic (ADTs) volumes – Lafayette Boulevard, Lafayette Square, Lafayette Circle, Fairfield Avenue, John Street and Courtland Street;
- Turning movement counts at several intersections – Fairfield Avenue at Lafayette Circle and Lafayette Square, Fairfield Avenue at Lafayette Circle, Courtland Street and Route 8/25 ramps, and John Street at Lafayette Boulevard and Lafayette Circle;
- Road geometry and widths;
- Traffic signal permit plans (from the Connecticut Department of Transportation);
- Accident experience along Fairfield Avenue from Broad Street to West Avenue, John Street from Broad Street to West Avenue, Lafayette Circle and Courtland Street;
- Pedestrian features and facilities (crosswalks, pedestrian actuated signals and sidewalks);
- Land use survey, including location of access and egress points to commercial properties;
- On-street parking patterns;
- Environmental data; and
- Local fixed-route bus operations, including bus stop and shelter locations.

Responsibility: GBRPA and City

Timeline: 10 weeks

### **Task 3: Property Research**

Perform the property records search of the affected property and obtain the following information:

- Property address
- Property record volume and page or map/block/lot reference (as applicable)
- Owner's name and mailing address
- Photocopy of the current Deed
- Photocopy of any easements, rights-of-way or boundary agreements encumbering the property referenced in the current Deed
- Photocopy of any maps referenced in the current Deed

Responsibility: GBRPA and City

Timeline: 4 weeks

### **Task 4: Property and Topographical Survey Mapping**

Obtain aerial photography of the project study area in a digital format and perform a topographic survey of the proposed realignment of Lafayette Circle from John Street to Fairfield Avenue and including Courtland Street. Survey ground control across the entire project area will be established using a static G.P.S. network. The horizontal system will be based on the North American Datum of 1983 (NAD 83) and the vertical system on the North American Vertical Datum of 1988 (NAVD88). A swath of topography one hundred (100) feet in width, centered on Lafayette Circle and Courtland Street, will be surveyed and depicted on the base mapping. An RFP will be prepared for consultant services to perform survey and prepare mapping.

Responsibility: GBRPA  
Consultant Engineer

Timeline: 12 weeks

### **Task 5: Prepare Base Mapping**

Prepare base mapping at a scale of 1" = 40'. The base mapping will depict topography with a 1' contour interval. An RFP will be prepared for consultant services to prepare base mapping; in conjunction with survey work.

Responsibility: GBRPA  
Consultant Engineer

Timeline: 4 weeks

## **Task 6: Traffic Operations and Safety Assessment**

The data collected under Task 2 will be tabulated, summarized and manipulated to identify base conditions and existing traffic operations will be analyzed and assessed. Analyses will include, but not limited to, intersection level of service calculations, determination of roadway capacity, traffic signal timing and phasing optimization, vehicular and pedestrian safety problems, and operating speeds and delay. Conflict points will be determined for commercial driveways.

Responsibility: GBRPA  
Timeline: 12 weeks

## **Task 7: Develop Realignment Scenarios**

Based on the results of the traffic and safety assessment, possible scenarios for realigning Lafayette Circle will be developed. This task will include a review of the Bridgeport Plan of Conservation and Development, Downtown Master Plan and BGreen 2020 Plan. Input from the downtown businesses will also be considered. Traffic flows will be developed based on the realignment scenario and intersection levels of service will be determined.

Responsibility: GBRPA and City  
Timeline: 12 weeks

## **Task 8: Identify Permits**

Realigning Lafayette Circle will necessitate the issuance of various permits. This task will research the required permits and summarize the issuing agency, reason for the permit, the permit requirements, scope and extent of work needed to prepare the permit and the estimated timeframe for approval.

Responsibility: GBRPA and City  
Timeline: 8 weeks

## **Task 9: Prepare Preliminary Concept Plan and Study Report**

Prepare a schematic plan for the proposed realignment of Lafayette Circle that meets the project design objectives. The concept plan will include:

- Layout of the preferred alignment at a scale of 1" = 40',
- Typical cross section;
- Illustration of the new intersections;
- Preliminary landscaping plan; and
- Estimate of construction costs.

Visualization tools and techniques will be used to depict the concept plan as a before and after development.

Responsibility: GBRPA and City

Timeline: 16 weeks

### **Task 10: Public Outreach**

The project study will include a public outreach effort that will adhere to the principles of a *Context Sensitive Solutions* approach. It will include public information meetings held in the downtown Bridgeport area and posting of project information, documents and plans on the city of Bridgeport's website. In addition to convening a Study Advisory Committee, the public will be provided on-going opportunity to provide input and comment.

During the study, the following outreach efforts will be conducted:

- Public information meetings – at least two: at the start of the study and to review the draft report; and
- Website – provide update and information regarding the study on the city's website with clear links to any reports and documents prepared during the study as well as a way to comment on the study.

Responsibility: GBRPA and City

Timeline: On-going

### **Work Products**

Data Technical Memorandum

Traffic and Safety Assessment Report

Realignment Scenarios Report

Concept Plan for the Realignment of Lafayette Circle

### **Direct Items**

Consultant Services – Survey, Topographical and Base Mapping

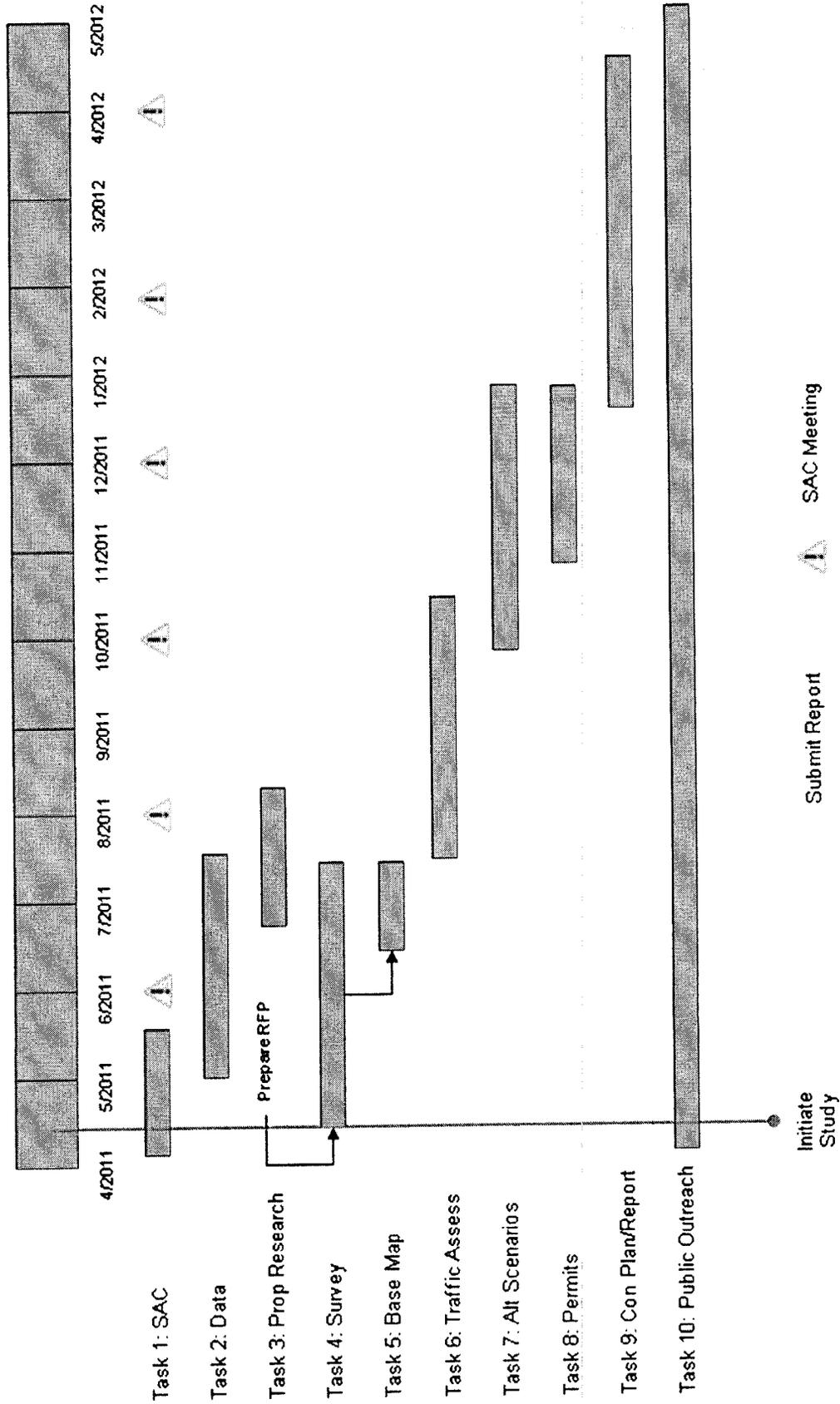
Traffic Counts and Turning Movement Surveys

TransCAD Model

Visualization Tools

# Realignment of Lafayette Circle Planning Study

## Project Schedule



**\*32-10 Consent Calendar**

Signage Honoring Fallen Firefighters Lieutenant Steven Velasquez and Firefighter Michel Baik by including honorary names on the street sign at the intersection of Ocean Drive and Osborne Street adjacent to their Firehouse 7 & 11.

---

---

**Report  
of  
Committee  
on**

**Public Safety and Transportation**

---

**Submitted: March 7, 2011**

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

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



City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*32-10 CONSENT CALENDAR**

Resolution to Honor Fallen Firefighters Lieutenant Steven Velasquez and Firefighter Michel Baik by including honorary names on the street sign at the intersection of Ocean Terrace and Osborne Street, adjacent to their Firehouse 7 & 11.

**Whereas**, Lieutenant Steven Velasquez and Firefighter Michel Baik lost their lives on June 24, 2010 while battling a fire on Elmwood Avenue; and

**Whereas**, their passing was mourned by family, friends, fellow firefighters and the entire community, all who appreciated their sacrifice; and

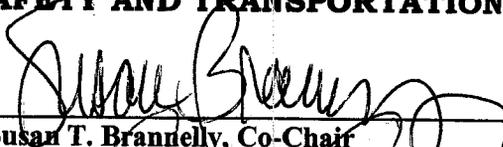
**Whereas**, Lieutenant Velasquez and Firefighter Baik dedicated and then gave their lives to the Bridgeport Fire Department and to the safety of the citizens of Bridgeport; and Now, therefore be it

**Resolved**, that their memory and ultimate sacrifice be honored by adding their names to the street sign at the intersection of Ocean Terrace and Osborne Street, adjacent to their firehouse they did not return to on July 24, 2010.

Respectfully submitted,

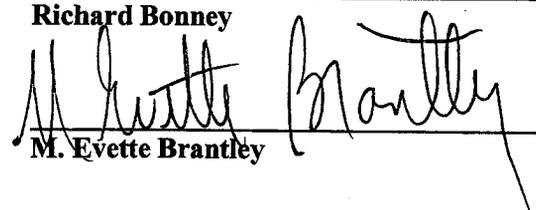
### **THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

  
Susan T. Brantley, Co-Chair

Richard Bonney

Anderson Ayala

  
M. Evette Brantley

Manuel Ayala

Denese Taylor-Moye

**\*36-10 Consent Calendar  
(Ref. 58-08)**

Request by Greater Bridgeport Transit Authority (GBTA) for approval relating to design and installation of Bus Stop Shelters at various locations, pursuant to Resolution 58-08.

---

---

**Report  
of  
Committee  
on  
Public Safety and Transportation**

---

**Submitted: March 7, 2011**

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

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

  
City Clerk

---

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

---



# City of Bridgeport, Connecticut

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

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

**\*36-10 (Ref. 58-08) Consent Calendar**

WHEREAS, on March 23, 2009 the City Council approved resolution 58-08 concerning bus shelters locations subject to three (3) conditions; and

WHEREAS, the Greater Bridgeport Transit Authority has met these conditions; Now, therefore be it

RESOLVED, That the attached Maintenance Plan for Bus Stop Areas and Bus Shelters (Exhibit A), be and it hereby is approved; and be it further

RESOLVED, That the attached Greater Bridgeport Transit Authority Shelter Improvement Program Shelter Inventory dated February 2011 (Exhibit B) be, and it hereby is approved; and be it further

RESOLVED, That all approvals shall be subject to the following conditions set forth by the Public Safety and Transportation Committee:

1. The GBTA shall provide status update reports of phases of the project to the City Council.
2. The attached Exhibit B Greater Bridgeport Transit Authority Shelter Improvement Inventory dated February 2011 is amended to include the stricken location of State Street at Park Avenue.



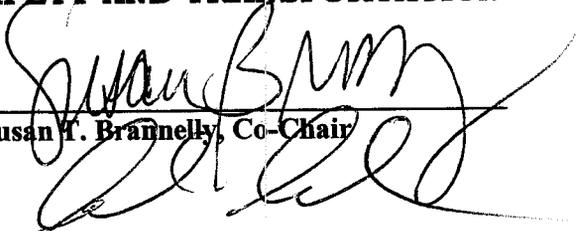
Report of Committee on Public Safety and Transportation  
\*36-10 (Ref. 58-08) Consent Calendar

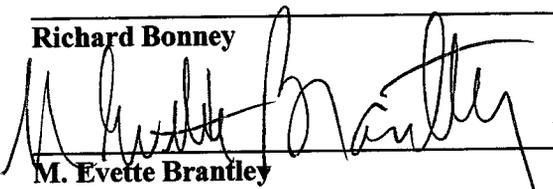
-2-

Respectfully submitted,

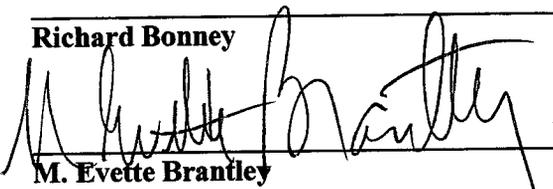
**THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION**

  
Michelle A. Lyons, Co-Chair

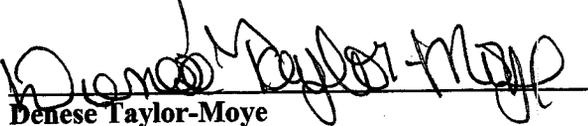
  
Susan T. Brannelly, Co-Chair

  
Richard Bonney

Anderson Ayala

  
M. Evette Brantley

Manuel Ayala

  
Denese Taylor-Moye

City Council Date: March 7, 2011

EXHIBIT A

## GREATER BRIDGEPORT TRANSIT BUS SHELTER PROGRAM - 2011

## General Bus Shelter Maintenance Zone Standards:

The Contractor shall, at a minim, maintain the stops, according to the following standards. Regularly scheduled maintenance shall, at a minimum, include the provision of a service crew, equipment, and materials to perform the following maintenance activities:

- Remove graffiti and stickers and other materials from bus stop amenities and any other surface within the zone at each visit.
- Empty trash receptacles (where included) and install new liners at each visit. Dispose of refuse at approved location.
- Remove litter in bus zone as needed to maintain a clean stop environment at each visit.
- Test lighting once per week, replacing light bulbs as needed.
- Power-wash amenities and zone pavement as needed to maintain cleanliness, on a regular schedule approved by GBT. Power-wash entire shelter structure a minimum of once per quarter.
- Provide paint touch up to amenities as needed to repair etching or damage using paint specified by manufacturer each visit.
- Repair glass when cracked, chipped or broken or when damaged by graffiti or scratches.
- Inspect bus stop zone and amenities for operational safety, reporting any repair needs on a daily basis.

The above represents the general specifications for the GBT's shelter program maintenance. Proposers shall provide a detailed maintenance plan as part of their proposal for this program which includes:

- The frequency of cleaning (the frequency of various cleanings along with response times for reports of damage or cleaning needs)
- Levels of cleaning (e.g. daily cleanings, deep cleanings, overhauls etc)
- Cleanliness standards
- Provisions for the safety of crews, pedestrians, transit riders
- Provisions for reporting cleanings and maintenance to the GBT
- Materials/cleaning supplies to be used in the maintenance program
- Equipment to be used in the maintenance program
- Trash receptacle emptying schedule
- Plan for snow removal
- Plan for Quality Assurance (QA) and monitoring work of the service crews
- Communication plan between the contractor and service crews
- Any other items to demonstrate a superior shelter and bus stop zone maintenance program

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
FEB 28 A 11:38

## Special Service Requests

The Contractor shall provide a service crew and equipment for immediate response to unscheduled requests for service that may be needed when shelters are damaged or otherwise become in disrepair between regularly scheduled services.

## Perform Maintenance Services in a Safe Manner

The Contractor shall perform bus stop maintenance in a safe manner that protects service crews, pedestrians, transit riders, and vehicular traffic. The Contractor shall practice traffic management plans that provide for vehicle safety and limit congestion.

# Greater Bridgeport Transit: Shelter Improvement Program - Shelter Inventory

Count	Shelter Name	Address	Location	Material	Condition	Notes	Year	Status	Comments
1	PARK AVE	SEASIDE PARK ENTRANCE	NORTHBOUND	BRIDGEPORT	R-A				
2	STATE ST	PARK AVE	EASTBOUND	BRIDGEPORT	R-C				
3	WESTFIELD	BUS CONCOURSE	SOUTHBOUND	TRUMBULL	Under				
4	TRUMBULL MALL	WATERMAN AVE (Opp)	WESTBOUND	BRIDGEPORT	OR-G				
5	CONNECTICUT AVE	BOSTON POST RD	NORTHBOUND	FAIRFIELD	OR-S				
6	FAIRFIELD AVE	ALBION ST	EASTBOUND	BRIDGEPORT	Under				
7	BOSTON POST RD	REFR RD	EASTBOUND	FAIRFIELD	OR-S				
8	MAIN ST	FAIRFIELD AVE	SOUTHBOUND	BRIDGEPORT	D-CB				
9	JOHN ST	NORMAN ST	EASTBOUND	BRIDGEPORT	D-CB				
10	STATE ST	WOOD AVE	EASTBOUND	BRIDGEPORT	OR-S				
11	MARPLEWOOD AVE	BREWSTER ST	EASTBOUND	BRIDGEPORT	OR-S				
12	CAMPBELL AVE	SEASIDE PARK ENTRANCE	EASTBOUND	BRIDGEPORT	LH				
13	BROAD ST	HAWLEY AVE	NORTHBOUND	BRIDGEPORT	R-A				
14	MAIN ST	VANDELLETT ST	SOUTHBOUND	BRIDGEPORT	OR-G				
15	MAIN ST	HILLVIEW AVE	SOUTHBOUND	BRIDGEPORT	OR-G				
16	MAIN ST	DISCOVERY MUSEUM	NORTHBOUND	BRIDGEPORT	OR-R				
17	PARK AVE	NORTH AVE	NORTHBOUND	BRIDGEPORT	R-A				
18	PARK AVE	WEBER ST	WESTBOUND	BRIDGEPORT	OR-G				
19	BOSTON AVE	CARRIE AVE	WESTBOUND	BRIDGEPORT	OR-S				
20	BOSTON AVE	CRESCENT AVE	WESTBOUND	BRIDGEPORT	OR-S				
21	EAST MAIN ST	DISCOVERY MUSEUM	SOUTHBOUND	BRIDGEPORT	LH				
22	PARK AVE	WOODY ST	SOUTHBOUND	BRIDGEPORT	OR-G				
23	NORTH AVE	BOSTON AVE	NORTHBOUND	BRIDGEPORT	OR-S				
24	MADISON AVE	VANDELLETT ST	NORTHBOUND	BRIDGEPORT	OR-S				
25	MADISON AVE	MILL HILL AVE	NORTHBOUND	BRIDGEPORT	OR-S				
26	GRANT ST	PRISCILLA ST	EASTBOUND	BRIDGEPORT	MU-EM				
27	HURTINGTON TRK	ARCH ST	SOUTHBOUND	BRIDGEPORT	OR-S				
28	MAIN ST	CRESCENT AVE	SOUTHBOUND	BRIDGEPORT	D-CB				
29	MAIN ST	CRESCENT AVE	NORTHBOUND	BRIDGEPORT	OR-S				
30	EAST MAIN ST	CAPITOL AVE	NORTHBOUND	BRIDGEPORT	R-C				
31	MAIN ST	ROSTER RIVER BLVD	NORTHBOUND	BRIDGEPORT	OR-G				
32	PARK AVE	SUBURBAN AVE	NORTHBOUND	BRIDGEPORT	R-C				
33	PARK AVE	HONESYPT RD	WESTBOUND	BRIDGEPORT	OR-N				
34	PARK AVE	STEWART ST	WESTBOUND	BRIDGEPORT	Under				
35	STRATFORD AVE	TUDOR ST	SOUTHBOUND	BRIDGEPORT	LH				
36	BOUND ST	EAST MAIN ST	WESTBOUND	BRIDGEPORT	OR-G				
37	BOUND ST	WEST AVE	NORTHBOUND	BRIDGEPORT	LH				
38	STRATFORD AVE	WEST AVE	NORTHBOUND	BRIDGEPORT	OR-G				
39	KOSSUTH ST	HEWITT ST (OPP)	WESTBOUND	BRIDGEPORT	OR-G				
40	WASHINGTON AVE	SHORELINE STAR DOCK	WESTBOUND	BRIDGEPORT	OR-G				
41	BOSTON POST RD	PARK AVE	WESTBOUND	BRIDGEPORT	D-MU				
42	CONNECTICUT AVE	VILLA AVE	SOUTHBOUND	FAIRFIELD	Under				
43	KOSSUTH ST	KNAPPS HWY	NORTHBOUND	FAIRFIELD	Under				
44	JOHN ST	KINGS HWY	SOUTHBOUND	FAIRFIELD	Under				
45	TUNWIS HILL CUT	HOLLIS HWY	EASTBOUND	FAIRFIELD	Under				
46	TUNWIS HILL CUT	ELLSWORTH ST	WESTBOUND	FAIRFIELD	Under				
47	GRASSMERE AVE	OCEAN AVE	WESTBOUND	BRIDGEPORT	OR-S				
48	BOSTON POST RD	ATLANTIC ST	NORTHBOUND	BRIDGEPORT	R-B				
49	FAIRFIELD AVE	STRATFORD AVE	SOUTHBOUND	BRIDGEPORT	MU-EM				
50	OCEAN TER	WEST BROAD ST	SOUTHBOUND	BRIDGEPORT	Under				
51	BRANSTAN AVE	925 WHITE PLAINS RD	SOUTHBOUND	BRIDGEPORT	Under				
52	MAIN ST	COMMUTER PARKING LOT	NORTHBOUND	TRUMBULL	Under				
53	MAIN ST	FRONT ENTRANCE (OPP)	SOUTHBOUND	BRIDGEPORT	Under				
54	WHITE PLAINS RD	TRUMBULL	SOUTHBOUND	BRIDGEPORT	R-C				
55	STATE ROUTE 111	BISSON CURTIS HOMES	SOUTHBOUND	BRIDGEPORT	R-C				
56	MAJOR	JOHN F. KENNEDY CAMPUS	NORTHBOUND	BRIDGEPORT	R-C				
57	PALISADE AVE	FIRESIDE APARTMENTS	NORTHBOUND	BRIDGEPORT	R-C				
58	PALISADE AVE	OPPOSITE 700	NORTHBOUND	BRIDGEPORT	R-C				
59	PALISADE AVE	OPPOSITE 600	NORTHBOUND	BRIDGEPORT	TBD				
60	TRUMBULL AVE		NORTHBOUND	BRIDGEPORT	TBD				
61	TRUMBULL AVE		NORTHBOUND	BRIDGEPORT	TBD				

Column 1 Shelter Name Column 2 Address Column 3 Location Column 4 Material Column 5 Condition Column 6 Notes Column 7 Year Column 8 Status Column 9 Comments

# Greater Bridgeport Transit: Shelter Improvement Program - Shelter Inventory

Current	Shelter's ID	Address	Direction	Station	Shelter Type	Shelter Status	Shelter Size	Shelter Capacity	Shelter Condition	Shelter Notes	Shelter Location	Shelter Type	Shelter Status	Shelter Size	Shelter Capacity	Shelter Condition	Shelter Notes	Shelter Location
	62	TRUMBULL AVE	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	63	TRUMBULL AVE	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	64	TRUMBULL AVE	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	65	TRUMBULL AVE	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	66	MAIN ST	WESTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	SIDEWALK	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	67	CONNECTICUT AVE	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	SIDEWALK	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	68	STATE ST	TBD	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	SIDEWALK	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	69	STATE ST	TBD	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	SIDEWALK	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	70	WORREN AVE	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	SIDEWALK	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	71	WATER ST	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	72	WATER ST	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	73	WATER ST	WESTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	74	BOSTON AVE	WESTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	75	BOSTON AVE	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	76	COMMERCIAL DRIVE	TBD	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	77	COMMERCIAL DRIVE	TBD	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	78	GRASSMERE AVE	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	79	GRASSMERE AVE	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	80	MADISON AVE	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	81	MADISON AVE	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	82	STATE ST	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	83	BROAD ST	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	84	PARK AVE	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	85	PARK AVE	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	86	MAIN ST	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	87	MERRITT BLVD	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	88	MERRITT BLVD	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	89	SYLVAN AVE	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	90	SYLVAN AVE	WESTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	91	QUALITY ST	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	92	QUALITY ST	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	93	QUALITY ST	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	94	BRIDGEPORT AVE	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	95	BRIDGEPORT AVE	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	96	BLACK ROCK	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	97	BLACK ROCK	SOUTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	98	SHELL STREET	EASTBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	99	SHELL STREET	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter
	100	NORTH AVE	NORTHBOUND	BRIDGEPORT	TBD	TBD (New)	TBD	TBD	NEW PAD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Install New shelter

CT Post Publication dates: 2/12/2011 and 2/18/2011  
Public Hearing Held on: 2/22/2011

**\*161-09 Consent Calendar**

Disposition of City Owned Property to Habitat for  
Humanity.

**Report  
of  
Committee  
on  
ECB & Environment**

**Submitted: March 7, 2011**

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

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

  
City Clerk

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor



# City of Bridgeport, Connecticut

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

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

## **\*161-09 Consent Calendar**

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

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

1. 129 Washington Terrace Vacant Lot (1059-14)
2. 37-41 Waldorf Avenue Vacant Lot (216-15)

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

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

**WHEREAS**, Habitat for Humanity of Costal Fairfield County is entering its 25th year and, has completed constructed of 132 houses in Bridgeport Property taxes paid by Habitat homeowners exceed \$400,000 per year; and

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

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



Report of Committee on ECD and Environment  
\*161-09 Consent Calendar

-2-

**WHEREAS**, Habitat brings together large numbers of volunteers, with Diverse backgrounds, in a unified effort, to produce a highly beneficial, visible civic result, the prospective homeowner are a Bridgeport resident, who is a working, single mother of four. They are currently renters of a second floor apartment. The daughter is severely disabled, requiring the mother to get her and a wheel chair up and down a flight of stairs to take her out at all; and

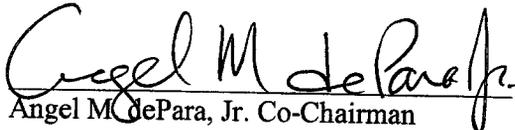
**WHEREAS**, the five properties were approved for disposition by the City Planning and Zoning Commission on November 30, 2009; and by the City Hall Committee on February 4, 2010; Now, Therefore be it

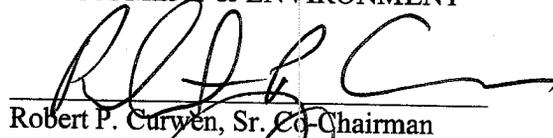
**RESOLVED** that the City Council authorizes the transfer of the following five properties to Habitat for Humanity of Costal Fairfield County for the total price of \$2.00 (two dollars and no cents):

1. 129 Washington Terrace Vacant Lot (2102-10)
2. 37-41 Waldorf Avenue Vacant Lot (1731-43)

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

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

  
Angel M. dePara, Jr. Co-Chairman

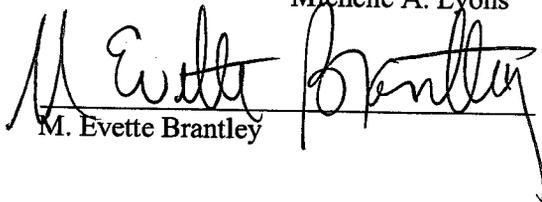
  
Robert P. Curwen, Sr. Co-Chairman

Lydia N. Martinez

  
Warren Blunt

Anderson Ayala

Michelle A. Lyons

  
M. Evette Brantley

Public Hearing Ordered on: 2/7/2011  
CT Post Publication dates: 2/12/2011 and 2/18/2011  
Public Hearing Held on: 2.22.2011

**\*164-09 Consent Calendar**

Development, Lease and Use Agreement with M.O.V.E.,  
Yacht Club for the re-development of 148-220  
Waterview Avenue.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: March 7, 2011**

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

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

*[Signature]*  
City Clerk

---

---

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

---



# City of Bridgeport, Connecticut

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

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

**\*164-09 Consent Calendar**

A Resolution by the Bridgeport City Council  
Regarding a Lease Agreement, Development Agreement, and Use Agreement  
Between the City of Bridgeport and M.O.V.E. Yacht Club  
For the redevelopment of 148-220 Waterview Avenue

**Whereas**, in order to advance the redevelopment of the Steel Point peninsula, the City of Bridgeport wishes to facilitate the relocation of the M.O.V.E Yacht Club from its current location at 67 California Street to a new location at 148-220 Waterview Avenue; and

**Whereas**, a new M.O.V.E. Yacht Club and marina facility at 148-220 Waterview Avenue will represent a key component of the emerging recreational marina corridor along the Yellow Mill Channel; and

**Whereas**, the redevelopment of the site will provide the City with additional tax revenue from a site that currently does not produce any tax revenue; and

**Whereas**, the City will provide \$375,000 toward site work and construction costs for the new facility and shall also fund the remediation of environmental concerns, which the City has diagnosed and considers to be manageable within its present resources; and

**Whereas** per the execution of the attached Lease Agreement, Development Agreement and Use Agreement, M.O.V.E Yacht Club shall release the City from any and all claims relating to its interests and rights in the property at 67 California Street; and

**Whereas**, the City has attached to this resolution the following documents:

148-220 Waterview Avenue Development Agreement  
Exhibit A to Waterview Avenue Development Agreement (LEASE)  
Exhibit B to Waterview Avenue Development Agreement (USE AGREEMENT)

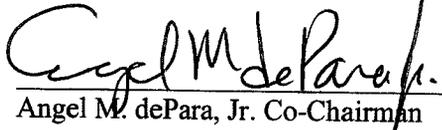


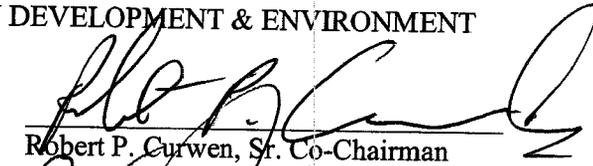
Report of Committee on ECD and Environment  
\*164-09 Consent Calendar

-2-

Now, Therefore be it resolved that the Mayor and/or the Director of the Office of Planning and Economic Development are authorized to do any and all things necessary, and to execute any and all documents necessary, to effectuate the purposes of this resolution, including specifically, although not limited to, entering into a Development Agreement, Lease Agreement, and Use Agreement substantially consistent with the above-referenced and attached documents.

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

  
Angel M. dePara, Jr. Co-Chairman

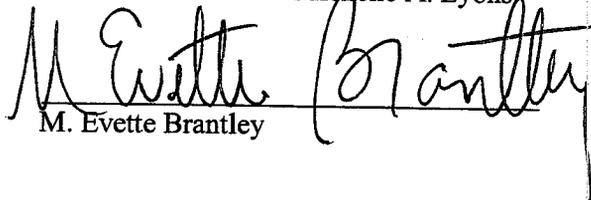
  
Robert P. Curwen, Sr. Co-Chairman

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

  
Warren Blunt

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

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

  
M. Evette Brantley

# **M.O.V.E. Yacht Club -w- City of Bridgeport**

## **Development & Lease Agreements**

### **for 144-220 Waterview Avenue**

#### **SUMMARY**

Over a period of decades, the 50 acre Steel Point peninsula was cleared of businesses and residents through eminent domain. The M.O.V.E. Yacht Club is one of the last two remaining entities on Steel Point and the only one without an agreed-upon relocation plan.

The proposed M.O.V.E. Agreement will compensate the club for giving up its current California Street marina, clubhouse and parking/boat storage areas. The Agreement was developed during negotiations with the City during the last three Mayoral administrations.

The "M.O.V.E. Agreement" consists of several related documents: the 144-220 Waterview Avenue Development Agreement; a Lease; a Use Agreement; and, a proposed Resolution concerning the tax assessment on the Waterview Avenue site. The considerations are as follows:

- The Agreement brings to resolution a decade-long dispute between the club and the City, and provides the final deal necessary to clear Steel Point
- The Agreement resolves the issue of compensation to M.O.V.E. for its rights and interests in the California Street property and provides that M.O.V.E. relinquishes all claims against the City
- In return for vacating the California Street site, M.O.V.E. shall receive a 40-year lease to a City-owned lot at 144-220 Waterview Avenue
- The long-vacant and blighted Waterview Avenue site will be cleaned, developed and returned to the City tax rolls
- The City shall retain ownership of the land at Waterview; M.O.V.E. will own the buildings and other improvements it makes to the site
- The new M.O.V.E. Yacht Club facility will be an important investment in the neighborhood and a key component of the emerging recreational marina corridor which is taking shape along the Yellow Mill Channel
- The City will provide \$375,000 toward site work and construction costs for the new facility
- The Use Agreement allows M.O.V.E. to enter onto the new site before the lease commences to store vessels and start work on the project
- The proposed Tax Resolution will allow the taxes on the improvements at Waterview Avenue to phase-in over 5 years

# 148-220 Waterview Avenue Development Agreement

## City of Bridgeport -w- M.O.V.E. Yacht Club

Agreement dated the 4th day of October, 2010 between the **City of Bridgeport**, a municipal government, having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 ("**City**") and **MOVE, Inc., d/b/a MOVE Yacht Club**, a corporation organized under the laws of the State of Connecticut, having an address at 67 California Street, Bridgeport, Connecticut ("**MOVE**").

WHEREAS, the City desires to promote development of the Bridgeport waterfront, increase boating opportunities and encourage recreational boating facilities;

WHEREAS, MOVE has occupied City-owned property at 67 California Street ("**Old Site**") under a lease for many years and operated a yacht club on that site;

WHEREAS, both the City and MOVE desire to relocate MOVE to another location so that the Old Site may be demolished and prepared for area-wide redevelopment of the Steel Point peninsula and MOVE agrees to release its claims under the City's Business Relocation Assistance Plan ("**Relocation Plan**");

WHEREAS, the City is the owner of waterfront property at 148-220 Waterview Avenue (the "**Waterview Site**") and is willing to enter into a long-term lease for development and use of the Waterview Site as a marina and yacht club;

WHEREAS, the City is prepared to lease the Waterview Site to MOVE to maintain and operate in good order, so long as MOVE vacates the Old Site on or before the Exit Date and observes and performs the other terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties mutually agree as follows:

### 1. Marina Development.

- (a) DEVELOPMENT COSTS In return for MOVE vacating the Old Site and releasing all claims related thereto under the Relocation Plan, the City agrees to commit the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) in development expenses related to the establishment of marina facilities at the Waterview Site. The City's Office of Planning & Economic Development (OPED) shall disburse the funds for construction and improvements at the Waterview Site on a mutually agreed work scope and schedule. Prior to turning over site access to the Waterview Site to MOVE, the City shall also perform site preparation at a maximum cost of One Hundred Thousand Dollars (\$100,000.00) in expenditures after the execution of this Agreement, which may include, but is not limited to removing trash, debris or dumped materials, clearing and grading of the Waterview Site, depositing stone for MOVE's use as rip-rap for the Waterview Site, and certain professional design and engineering services to obtain permits for MOVE's use of the Waterview Site. The City has previously made improvements to the Waterview Site and has prepared and pursued street abandonments, permit applications and site plans, and obtained all necessary land use approvals, except for building permits, from governmental authorities having jurisdiction over the Waterview Site. The City will also be conducting environmental remediation on the Waterview Site based on newly-discovered contamination.

- (b) TAX STABILIZATION City shall endeavor to obtain a City Council resolution that will phase in the real estate taxes on MOVE's building at the Waterview Site over a period of at least five (5) years, substantially as set forth in the Draft Resolution attached here to as Exhibit F.

## 2. Obligation to Vacate.

(a) MOVE hereby agrees, absolutely and unequivocally, to remove itself and all of its personal property, vehicles, vessels and equipment from the Old Site upon substantial completion of the club house building at the Waterview Site but no later than February 31, 2011, or such later date provided in paragraph 2(b) below, TIME BEING OF THE ESSENCE ("**Exit Date**") so that the Steel Point developer may proceed with the development of the Steel Point waterfront.

(b) In the event that MOVE believes that it will be unable to vacate the Old Site before the Exit Date, MOVE shall give the City fifteen (15) days prior written notice of its inability to vacate together with evidence of good cause, which evidence might include, by way of example, MOVE's inability, after making prompt application, to obtain zoning or other land use approvals or permits, including building permits; inability, after making prompt application to obtain institutional financing for the construction of improvements at the Waterview Site; and similar circumstances evidencing MOVE's good faith efforts to vacate the Old Site. The City shall determine whether MOVE is entitled to an extension of the Exit Date in the exercise of its commercial business judgment reasonably exercised and may grant an extension of the Exit Date for 30 days, but in no event will the City grant an extension longer than sixty (60) days after the Exit Date.

(c) In the event that MOVE needs an extension of the End Date but fails to give such 15-day notice, fails to demonstrate good cause for an extension, or fails to otherwise demonstrate its discontinuance of use of the Old Site as set forth above, in the City's commercial business judgment reasonably exercised, the City may immediately seek a judicial order to remove MOVE and all of its personal property, vehicles, vessels and equipment from the Old Site. In the event that the City is compelled to take such actions, MOVE agrees to indemnify and hold harmless the City for all costs, expenses, reasonable attorneys' fees and direct damages related to the enforcement of this Agreement.

3. Conditions to Entry Into Lease. (a) In further consideration of the MOVE's full and unconditional compliance with this Agreement, which compliance shall be determined by the City in the exercise of the City's commercial business judgment reasonably exercised, the City agrees to enter into a long-term Lease for the Waterview Site ("**Lease**"), attached hereto as **Exhibit A**, subject to review by the Planning & Zoning Commission pursuant to Ch. 8-24 of the Connecticut General Statutes and subject to approval by the City Council. The Lease shall be executed by both parties and held in escrow by the Bridgeport City Attorney as described below and will become effective if, as and when the City determines that MOVE has complied with the requirements of this Agreement.

(b) The City agrees to grant MOVE the right at no cost for MOVE's early access to the Waterview Site so that MOVE can move its personal property and equipment to the Waterview Site and begin to make preparations for moving its operations there prior to the Exit Date, subject to MOVE's compliance with this Agreement, which right to enter the Waterview Site is attached hereto as **Exhibit B** ("**Use Agreement**").

(c) Upon the City Council's approval of the Lease, the parties shall execute this Agreement and the Lease, provided, however, that the Lease shall be an executory agreement and shall be held in escrow by the Office of the City Attorney until the preconditions for the release of the Lease from escrow as set forth in this Agreement have been met, whereupon the City Attorney shall be obligated to deliver a fully-executed original thereof to MOVE.

(d) The City and MOVE understand and agree that MOVE will have no responsibility for existing and known environmental contamination that may be present at the Old Site.

(e) MOVE acknowledges and agrees that there is an existing billboard on the Waterview Site pursuant to an agreement between the City and Highland Street Associates ("**Highland**") which billboard shall remain on the Waterview Site and as to which MOVE will permit future access to Highland, its successors and assigns for ingress and egress by vehicle and on foot as more fully set forth in that certain easement executed between the City and Highland on December 8, 1997 attached hereto as **Exhibit D** and incorporated by reference as if fully set forth herein, which easement was previously recorded in the Bridgeport Land Records as a permitted encumbrance on the Waterview Site.

(f) The parties understand that two (2) paper streets, Cedar Street and Nichols Street, previously existed on the Waterview Site extending from Waterview Avenue to the Yellow Mill River. The City has completed the abandonment of these two paper streets and has merged the land into the adjacent parcels.

4. **Continued Access.** Because certain public streets in the Steel Point Project area may be discontinued, abandoned, relocated or converted into private rights-of-way, the City agrees to ensure that MOVE will have continued access to and from the Old Site during the term of the Use Agreement to the nearest public street.

5. **Amendments/Assignment.** This Agreement may only be changed in a writing signed by the party against whom enforcement is to be charged. This Agreement may not be pledged, assigned or hypothecated by MOVE to any third party.

6. **Release of Claims.** For the consideration extended by the City herein, MOVE hereby waives and releases all claims or right to receive compensation under the Uniform Relocation Assistance Act and the City's Relocation Plan. MOVE also hereby remises, releases and forever discharges, and by these presents does for itself, its officers, directors, members, administrators, successors and assigns, remise, release and forever discharge the said City, its agents, servants, employees, officers, elected and appointed officials, commissioners, agencies, boards and commissions, and their respective heirs, administrators, successors and assigns of and from all, and all manner of, actions, causes of action, suits, personal injury claims, property damage, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which against the said City, its agents, servants, employees, officers, elected and appointed officials, commissioners, agencies, boards and commissions, and their respective heirs, administrators, successors and assigns ever had, now have or which MOVE and its respective officers, directors, members, administrators, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of these presents, except for MOVE's rights and the City's obligations contained in this Agreement and the Lease, should MOVE meet the preconditions for entry into the Lease set forth in this Agreement. Notwithstanding anything contained in this paragraph or in the Agreement as a whole to the contrary, MOVE's only remedy against the City for breach of this Agreement shall be in a separate cause of action for monetary damages limited to actual damages only or equitable remedies, provided, however, that any equitable remedy sought may not seek the right to continue to occupy the Old Site after the Exit Date, to re-enter the Old Site after the Exit Date, to return possession of the Old Site to MOVE after the Exit Date, and the like, which right to seek only monetary damages or limited equitable remedies as set forth above is accepted by MOVE and deemed to be an election of remedies and its exclusive remedy hereunder.

7. **Entire Agreement.** This Agreement, including the Lease and Use Agreement incorporated by reference as if fully set forth herein, supercedes and replaces all prior written and oral statements, representations and agreements, and together constitute the entire agreement between the parties as to the termination of MOVE's rights to occupy the Old Site and the terms and conditions of MOVE's future occupancy of the Waterview Site.

8. **Confirmation of Authority and Enforceability.** The City may request in connection with the execution of this Agreement and from time to time thereafter in connection with this Agreement, the Lease and the Use Agreement, and MOVE shall be obligated to promptly provide, a legal opinion from its counsel that any warranties, representations or covenants made by MOVE are true, accurate and complete, that a particular action taken or document executed by MOVE was with full legal authority of and is binding upon and enforceable against MOVE, in form and content acceptable to the City in its commercial business judgment reasonably exercised. The form of such authority and enforceability opinion is attached hereto as **Exhibit C.**

Signed in the presence of:

**MOVE, Inc. d/b/a MOVE Yacht Club**

\_\_\_\_\_

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

Name:

Title:

Duly-authorized

Signed in the presence of:

**CITY OF BRIDGEPORT**

\_\_\_\_\_

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

Name:

Title:

Duly-authorized

Incorporated by reference as if fully set forth in this Agreement:

Exhibit A---Lease to Waterview Site

Exhibit B---Use Agreement to Waterview Site

Exhibit C---Form of Legal Authority and Enforceability Opinion

Exhibit D---Billboard Easement Between City and Highland Street Associates

Exhibit E---Tax Stabilization Agreement

Exhibit F---Certified Copies of City Council Resolutions

Exhibit A

LEASE

THIS LEASE made as of this 4th day of October in the year 2010 between **CITY OF BRIDGEPORT**, a municipal government, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "**Lessor**"), and **MOVE, INC. d/b/a MOVE Yacht Club**, a corporation organized under the laws of the State of Connecticut, with offices located at 67 California Street in the City of Bridgeport, County of Fairfield and State of Connecticut (hereinafter designated as the "**Lessee**").

WITNESSETH:

WHEREAS, the City is the owner of waterfront property at 148-220 Waterview Avenue and is willing to enter into a long-term lease for development and use of the property as a marina and yacht club;

WHEREAS, the City of Bridgeport has entered into that certain 148-220 Waterview Avenue Development Agreement ("**Waterview Development Agreement**") which provides for development and use of 148-220 Waterview Avenue in respect of the termination of MOVE's occupancy and interest in 67 California Street, Bridgeport ("**Old Site**");

WHEREAS, the Lessor and the Lessee agree to end the Lessee's occupancy of Old Site pursuant to Paragraph 2 of the **Waterview Development Agreement** as a precondition to entry into this Lease for property at 148-220 Waterview Avenue, Lessor has determined that Lessee has completely vacated the Old Site under the terms and conditions of the Use Agreement, and has further complied with the terms and conditions of the Waterview Development Agreement and the Stipulated Judgment described therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows:

1. PREMISES: USE. In consideration of (i) Lessee's vacating the Old Site pursuant to the Waterview Development Agreement no later than the Exit Date described therein, and (ii) the Lessee's performance and observance of the covenants, terms and conditions set forth herein, the Lessor does hereby demise and lease unto the Lessee the real property located at 148-220 Waterview Avenue, in the City of Bridgeport, Connecticut as more particularly set forth and described on **Schedule A** attached hereto and made a part hereof ("**Premises**") subject only to the permitted encumbrances of record based upon a title search conducted for the Lessor and set forth on **Schedule B** attached hereto and made a part hereof. Lessee may use the Premises solely and exclusively as a marina and yacht club.

2. TERM. The Lessor grants to the Lessee the right to occupy said Premises in quiet and undisturbed possession for a term of Forty (40) years commencing the first day of the month following Lessee's delivery of possession of the Old Site ("**Commencement Date**") and ending on the first day of the month that occurs forty (40) years after the Commencement Date ("**Term**"), provided, however, that, if the Lessee shall obtain a construction or leasehold mortgage to make improvements to the Premises prior to December 31, 2012 and such mortgage contains a repayment term longer than Forty (40) years, the City agrees to extend the Term so that it is the same as the repayment term of such mortgage but no longer

than Fifty (50) years from the Commencement Date (the "**Extended Term**"). For further explanation of the terms and conditions under which a leasehold mortgage could extend the Term longer than 40 years, see Paragraph 15 hereof.

3. **RENT; NOTICE OF INTENT TO RENEW THE TERM OF THE LEASE.** Lessee agrees to pay to the Lessor as rent for the demised Premises an annual rental as hereinafter set forth, which annual rental shall be paid in equal monthly installments on the first day of each and every month during the Term, in advance, as hereinafter set forth ("**Rent**"). Said Rent shall be payable by the Lessee to the Lessor at the Lessor's address set forth herein, to the attention of the Finance Department, or at such other place as the Lessor shall designate from time to time in writing, as follows:

**For the period commencing on the Commencement Date and ending December 31, 2023,** annual Rent of \$6,000.00, payable monthly in the amount of \$500.00 per month;

**For the period commencing January 1, 2024 and ending December 31, 2028,** annual Rent of \$24,000.00, payable monthly in the amount of \$2,000.00 per month;

**For the period commencing January 1, 2029 and ending December 31, 2038,** annual Rent of \$36,000.00, payable monthly in the amount of \$3,000.00 per month, unless a Qualifying Mortgage results in an Extended Term, in which case annual Rent for the Extended Term shall remain at \$3,000 per month;

**For the period commencing January 1, 2038 and ending October 31, 2051**, the end date of the Term or the Extended Term, whichever period is longer, annual Rent shall be determined on the basis of Fair Market Value determined by a mutually agreed upon qualified appraiser engaged by the Lessor, which annual Rent should be determined on or before July 1, 2037 and set forth in a notice to the Lessee. If the parties are unable to agree to an appraiser by August 1, 2037, either party may submit a request to the Chief Administrative Judge of the Connecticut Superior Court in Bridgeport to select a qualified appraiser and the court's decision shall be final and binding on the parties.

**Thereafter, upon the expiration of the Term, or the Extended Term** if applicable, Rent shall be determined for each subsequent Ten-year (10) period on the basis of Fair Market Value determined by a mutually agreed upon qualified appraiser engaged by the Lessor, which annual Rent should be determined on or before the July 1 prior to the commencement of such 10-year period. . If the parties are unable to agree to an appraiser by August 1 of the same year, either party may submit a request to the Chief Administrative Judge of the Connecticut Superior Court in Bridgeport to select a qualified appraiser and the court's decision shall be final and binding on the parties.

No sooner than 270 days and no later than 180 days prior to the end of the Term, or in the case of an Extended Term no sooner than 270 days and no later than 180 days prior to the end of the Extended Term, whichever dates that are the later to apply under the circumstances, the Lessee must give written notice to the Lessor of its intent to renew the Lease beyond the expiration of the Term, or in the case of an Extended Term its intention to renew the Lease beyond the expiration of the Extended Term. Failure to give notice of intent to renew the Lease at the time and in the manner required herein will be deemed to be the Lessee's election not to renew the Lease, whereupon the Lease will cease, terminate and come to an end at the expiration of the Term or the Extended Term, as applicable, and the parties shall have no further obligation to each other except for those obligations set forth herein that are specifically stated to survive the expiration or early termination of the Lease.

4. **WASTE AND REPAIRS.** Lessee agrees to keep the entire Premises in good repair, and at the end of the term to deliver the Premises to the Lessor in good order and condition, reasonable wear and tear excepted.

5. **PROHIBITION AGAINST ASSIGNMENT, SUBLETTING.** The Lessee shall not assign, sublet, mortgage or pledge this Lease, nor rent or allow the whole or any part of the Premises to be occupied by

another organization or entity without the Lessor's prior written consent, which consent may be withheld in the Lessor's sole and absolute discretion. Nor shall the Lessee permit the Premises to be occupied for any business, purpose or activity deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in the leased Premises which will in any way increase the rate of fire insurance on the building or on the property kept herein; and in the event that, by reason of acts or omissions of the Lessee, there shall be any increase in the rate of insurance on the building or the contents thereof, the Lessee hereby agrees to pay such increase. The acceptance of rent by the Lessor from any assignee, subtenant, or successor in interest of the Lessee, with or without notice to the Lessor, shall not relieve the Lessee herein from the prohibitions against such transfer hereunder, nor shall it be deemed to waive the right of the Lessor at any time thereafter to elect to terminate this Lease on account of such illegal or prohibited assignment, subletting or transfer of Lessee's interest in this Lease or interest in the Premises. Notwithstanding anything contained in this paragraph to the contrary, the Lessee shall be permitted to reorganize its legal structure or expand its membership so long as such action is not an attempt to avoid the prohibition against assignment or subletting by artifice, subterfuge or pretext in the determination of the Lessor exercising its prudent commercial business judgment reasonably exercised.

6. LAWS AND GOVERNMENTAL REGULATIONS. The Lessee agrees to comply promptly with all laws, rules and orders of Federal, State and local governments and all of their departments applicable to the Premises herein leased, and shall comply promptly with the requirements of the Board of Fire Underwriters.

7. INSURANCE AND INDEMNIFICATION.

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

(b) **Insurance.** The following insurance coverage is required of the Lessee and it is understood that the Lessee will require other coverage from every contractor in any tier according to the work being performed at the Premises and shall ensure that all insurance coverage is issued and in force and submitted to the Lessor in accordance with the terms hereof. The following insurance must be provided in accordance with the following terms:

**Coverage Required.** The Lessee shall procure, present evidence of, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the Lessor and shall provide an original certificate for all required insurance on the Commencement Date and on every January 1<sup>st</sup> thereafter during the Term.

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 from use of the Premises or activities occurring thereon under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, and property damage, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

Business Automobile, as to vehicles owned or leased by the Lessee, 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 by the Lessee. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage 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.

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

Cancellation notice—The Lessee shall be obligated to provide and the Lessor shall be entitled to receive from all insurance carriers an unequivocal agreement to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the Lessor at the following address: Office of Planning and Economic Development, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the Lessor and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Lessor prior to occupying the Premises and periodically during its occupancy as required by this Agreement.

Additional insured—The Lessee is obligated to ensure that the Lessor shall be named, at no cost to the Lessor, on all policies of primary and excess insurance coverages as additional insured party, except as to workers' compensation coverage, and as loss payee with respect to any damage to property of the Lessor, as its interest may appear. The Lessee shall submit to the Lessor upon commencement of this Agreement and periodically thereafter as required herein, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The Lessor shall be designated on such certificates as follows:

"The City of Bridgeport, ATIMA  
Attention: Office of Planning and Economic Development  
999 Broad Street  
Bridgeport, Connecticut 06604"

8. **EXTRA EXPENDITURES.** In the event that the Lessor shall make any expenditure in furtherance, protection or enforcement of the Lessor's rights under this Lease to preserve the Lessor's interest in the Premises for which the Lessee is responsible under this Agreement, or which the Lessee should make, then the amount thereof, together with interest and costs, may at the Lessor's election, be added to and be deemed a part of the installment of Rent next falling due.

9. **ADDITIONS AND IMPROVEMENTS.** The Lessee may not make any structural alterations or additions to the Premises without the Lessor's prior written consent, which the Lessor agrees will not be unreasonably withheld or delayed. All alterations, additions and improvements (except trade fixtures) put in at the expense of the Lessee, shall be the property of the Lessee and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease. Lessee may not use or develop the Premises for anything except a private yacht club.

10. RIGHT OF ENTRY. The Lessor or its representatives shall have the right to enter into the upon said Premises or any part thereof upon reasonable prior notice at all times during normal business hours to examine the same, or at any time without prior notice in the case of emergencies, and the Lessee shall not be entitled to any abatement or reduction of Rent so long as the Lessor's entry is only as long as necessary to address such emergency. Lessor shall have the further right, upon the occurrence of a Lessee default, to install "For Rent" or "For Sale" signs on the Premises. In exercising the rights under this Paragraph 10, the Lessor agrees that it will not unreasonably interfere with the Lessee's use of the Premises.
11. SIGNS. The Lessee shall not place any signs at, in, or about the Premises except as approved under applicable zoning ordinances.
12. CONDEMNATION. If the Premises shall be taken or condemned in whole or in part by the Lessor, then the Term of this Agreement shall, at the option of the Lessor, forthwith cease and terminate, and the Lessee shall be entitled to receive the value of its leasehold interest and improvements in the Premises and the Rent shall abate proportionately in the case of a partial taking of the Premises demised under this Agreement.
13. WAIVER OF BREACH. No waiver at any time of the right to terminate this Lease shall impair the right of the Lessor thereafter to exercise such right of termination, nor shall the acceptance of Rent at any time constitute such waiver or rights, a waiver of damages, or an election of remedies with respect to a subsequent event giving rise to a breach by Lessee hereunder, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction to enforce the Lessor's rights.
14. LIEN FOR RENT. All property of the Lessee in or upon the Premises is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all Rents and other sums agreed to be paid by the Lessee herein, should the Lessee herein be in default of any payment of Rent or other monetary obligation arising under this Lease.
15. MORTGAGES. This Lease and any improvements to the Premises may be encumbered by a first leasehold mortgage securing a mortgage to the Lessee obtained from a bona fide institutional lender, provided, however, that the duration of any mortgage lien against the Lessee's leasehold interest shall not be repayable or mature beyond the Term. If the Lessee obtains such a mortgage on or before December 31, 2012 ("**Qualifying Mortgage**"), the repayment period or maturity of such Qualifying Mortgage or the lien securing the same may extend the date of the Term if the repayment period exceeds the expiration date of the Term, but in no event under such circumstances shall the Term exceed Fifty (50) years after the Commencement Date. The Lessee shall submit to the Lessor upon obtaining a commitment to any mortgage sought to be secured by a lien upon the Lessee's leasehold interest in the Premises all documentation that Lessor desires or requires to evidence such mortgage. The Term of this Lease may only be extended upon the Lessee's satisfaction, in the exercise of its commercial business judgment, reasonably exercised, that the mortgage constitutes a Qualifying Mortgage. After Lessee has submitted all required information sought by the Lessor, and the Lessor has determined in its reasonable judgment that the Qualifying Mortgage requires an extension of the Term, the Lessor will send a notice to the Lessee (the "**Term Extension Letter**") confirming that the Term has been extended by a Qualifying Mortgage and the date to which it has been extended, which date may not be longer than Fifty (50) years after the Commencement Date ("**Extended Term**").
16. MODIFICATION. No provisions of this Lease shall be waived or altered except by written modification signed by the Lessor and the Lessee.
17. NUISANCES. The business of the Lessee and its use and occupancy of the Premises will be conducted in such a manner so as not to create any nuisance, public health, environmental or public safety violation.

18. FIRE CLAUSE. In the event that the Premises leased shall be partially damaged by fire or the elements, the Lessee shall give immediate notice thereof to the Lessor, and the Lessee shall determine if the Premises shall be repaired, however, in no event shall the Rent accruing to the Lessor cease; in the event that a part of the Premises are so damaged as to make a part thereof untenable, the Rent shall not cease; in the event that the damage should be so extensive as to render a substantial portion of the Premises untenable, upon written notice to the Lessor, the Lessee may declare that it no longer wishes to occupy the Premises, whereupon this Lease shall terminate and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date that such damage or loss to the Premises occurred that are specifically stated to survive early termination of the Lease.

19. DEFAULTS; REMEDIES. In the event that any of the following events occur (each, an "Event of Default"), the Lessee shall have thirty (30) days from the date of notice from the Lessor to cure such default ("Cure Period") or, if due to the nature of the default it cannot be cured within the Cure Period in spite of the Lessee's best efforts and due diligence, the Lessor reserves the right, in the exercise of its prudent business judgment reasonably exercised, to extend the Cure Period for such additional period of time no longer than six (6) additional months following the Cure Period to permit the Lessee to cure such default on terms and conditions satisfactory to the Lessor. Events of Default include:

- (a) Non-payment of Rent;
- (b) Violation or failure to perform or observe any of the covenants, conditions or provisions herein contained on the part of the Lessee to be performed;
- (c) Abandonment of the Premises or allowing them to become or remain vacant for a continuous period longer than six (6) months;
- (d) Declaration of bankruptcy or insolvency or admission that Lessee cannot meet its debts as they come due;

Upon the occurrence of an Event of Default that has not been cured at the expiration of the applicable Cure Period, this Lease shall cease and terminate, whereupon the parties shall have no further obligations to each other except for those obligations arising prior to the occurrence of an Event of Default. Upon the termination of the Lease after an Event of Default that has not been cured, the Lessor or Lessor's agents or representatives may re-enter said Premises by summary proceedings or by force or otherwise without being liable for prosecution therefor, take possession of said Premises and remove all persons and property therefrom. If the Lessor shall elect, Lessor may re-let the Premises and receive the Rent therefor without seeking any deficiency from the Lessee of its obligations for Rent hereunder. Suit or suits for the recovery of damages or Rent may be brought by the Lessor from time to time at the election of the Lessor and nothing herein shall be deemed to require the Lessor to await the date on which the Term of this Lease would have expired by limitation had there been no such default by the Lessee.

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

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

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

23. HOLDING OVER. No holding over and continuing any business by the Lessee after the expiration of the term herein shall be considered as or to be a renewal of this lease. If, however, the Lessee shall occupy said Premises with or without the consent of the Lessor after the expiration of this lease, and Rent is accepted from said Lessee, such occupancy and payment shall be construed as an extension of this lease for the term of one month only from the date of such expiration, and occupation thereafter shall operate to extend this lease for but one month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

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

25. LESSOR OBLIGATIONS. The Lessor undertakes to assist the Lessee in applying for necessary permits for the use of the Premises as a private yacht club by having the Lessor's professional engineer advise the Lessee concerning engineering requirements, permit requirements and the like, and will support the Lessee's applications for such permits. The Lessor's professional engineer will perform such services at no cost to the Lessee. The Lessee is obligated to engage all other necessary architectural, engineering and legal professionals that Lessee deems necessary to obtain all required permits and approvals and shall absorb the cost of preparing permit applications, paying required permit fees, preparing required analyses and studies and other requirements established by the permit-granting agencies having jurisdiction.

26. LESSEE OBLIGATIONS. Except as to those obligations of the Lessor set forth in the Waterview Development Agreement executed by the parties hereto, the Lessee shall be responsible, at its sole cost and expense, for other pre-construction site preparation and the construction of all improvements to the Premises and for all other expenses related to the improvements to be made or resulting from the Lessee's use and occupancy of the Premises during the Term, including but not limited to the following:

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

Lessee is obligated to give the Lessor prior notice of all improvements that the Lessee intends to make to the Premises during the Term having a value in excess of \$25,000, and shall provide such information that the Lessor may require or desire in connection therewith.

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

28. DISPUTE RESOLUTION. The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure as a precondition to resort to the courts: In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Director, Office of Planning and Economic Development ("**Director**"), in care of the City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) business days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within seven (7) business days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

29. NOTICE. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to either of the parties by the other, except for Lessor's desire to have access to the Premises for inspection or in case of emergency which shall not require written notice, such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by mailing such notice by certified or registered mail, postage prepaid, return receipt requested, to the Lessee at the Premises or to the City at its address listed in this Lease or to such other address as either party may from time to time designate by notice given to the other by registered or certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given at the time it is duly deposited in any United States Post Office.

30. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut. Lessor and Lessee each hereby consent to the jurisdiction of the Superior Court for the State of Connecticut for the purposes of any action between them arising out of this lease and further consent to service of process in the manner provided for the giving of notice provided for herein.

31. ENTIRE AGREEMENT. The Lessee's obligations under the Waterview Development Agreement and the Use Agreement have been satisfied as a pre-condition to entering into this Lease. This Lease, upon its execution, contains the entire agreement remaining between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous lease or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no affect in interpreting this Agreement. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

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

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

(a) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;

(b) the imposition of a lien against the Premises, including liability resulting from Lessee's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;

(c) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

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

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

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

### Definitions

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

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

(iii) "Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the

protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

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

(v) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

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

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

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

The known environmental assessment for the Premises is attached hereto and made a part hereof as **Schedule C**.

34. ACCESS TO EXISTING BILLBOARD. The Lessee understands that there exists a billboard ("**Billboard**") on the Premises that is permitted under the terms of and governed by an Easement between the Lessor and Highland Street Associates ("**Easement**"). The Lessee understands and agrees that the Lessee must observe the terms of the Easement which is attached hereto and incorporated herein as **Schedule C**. Lessee shall not interfere with the rights of the parties contained in the Easement and agrees to indemnify and hold harmless the Lessor from and against any and all loss, claim, damage or expense, including costs, expenses and reasonable attorneys' fees incurred as a result of the Lessee's interference with or violation of the rights contained in the Easement.

35. MISCELLANEOUS

- (a) **Nondiscrimination.** The Lessee agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations (see Municipal Code of Ordinances, Chapter 3.12) on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.
- (b) **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.
- (c) **Independent Contract.** This Lease is entered into solely to define the rights and obligations, risks and liabilities of the parties hereto. This Lease, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Lessor and the Lessee other than as expressly provided herein. The Lessee acknowledges that the Lessor is not a partner or joint venturer with the Lessee and that the Lessor and Lessee are landlord and tenant only, respectively.
- (d) **No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.
- (e) **Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, permits and other information required from the Lessee by this Agreement shall be the sole and exclusive property of the Lessor.
- (f) **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Lessor and the Lessee and the Lessee's permitted successors, assigns and legal representatives not inconsistent with this Agreement.
- (g) **Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.
- (h) **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Connecticut and the United States of America. The venue for any method of dispute resolution provided herein shall be commenced and resolved in Fairfield County, Connecticut.
- (i) **Entire Agreement.** Each party acknowledges that there are no oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to this Agreement, are merged in this instrument, the documents or other materials referenced herein which together fully and completely express the parties' rights and obligations.
- (j) **Partial Invalidity.** If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Premises by a court of competent jurisdiction, then, notwithstanding the illegality or enforceability of such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken therefrom; provided, however, that this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

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

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

(m) City Council Approval of Agreement Required. This Agreement shall not become effective until the Lessor verifies that the Lessee has met all of its obligations under the Waterview Development Agreement and the Use Agreement, the City Council of the City of Bridgeport approves the same, the Agreement is executed by the Mayor, and a fully-executed original thereof is delivered to the Lessee.

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

Signed, Sealed and Delivered

**CITY OF BRIDGEPORT**

In the Presence of:

\_\_\_\_\_

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

Name:

Title:

\_\_\_\_\_

Duly-authorized

Signed, Sealed and Delivered

**MOVE, INC., d/b/a MOVE Yacht Club**

In the Presence of:

\_\_\_\_\_

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

Name:

Title:

\_\_\_\_\_

Duly-authorized

**Schedule A to Lease**

**Description of the Demised Premises**

**148-220 Waterview Avenue**

**To be completed to mutual satisfaction of parties based upon results of current title search**

**Schedule B to Lease**

**Permitted Encumbrances**

**To be completed to mutual satisfaction of parties based upon results of current title search**

**Schedule C to Lease**

**Easement Between Lessor and Highland Street Associates**

**Schedule D to Lease**

**Environmental Assessment**

## Exhibit B

### USE AGREEMENT

THIS AGREEMENT made as of the 4<sup>th</sup> day of October, 2010 by and between the **City of Bridgeport**, 45 Lyon Terrace, Bridgeport, Connecticut ("**City**" or "**Licensor**") and **MOVE, Inc. d/b/a MOVE Yacht Club**, a corporation organized under the laws of the State of Connecticut, having a principal place of business at 67 California Street, Bridgeport, CT ("**Licensee**"; the term Licensee shall also include representatives, agents, employees, contractors, occupants and tenants, as applicable).

WHEREAS the Licensor has agreed to permit the Licensee to have access to the Premises (described below) for purposes of preparing the Premises for the Licensee's future use and occupancy, including the storage of the boats and equipment of the Licensee's members and Licensee has agreed to limit its activities to such preparation of that certain real property commonly known as 148-220 Waterview Avenue, Bridgeport, Connecticut ("Premises") pursuant to the terms and conditions of that certain 148-220 Waterview Avenue Development Agreement incorporated by reference as if fully set forth herein;

WHEREAS the Licensor has agreed to allow the Licensee, its representatives, agents and contractors a non-exclusive license to enter upon the Premises, secure the same, and conduct planning, investigation and other types of due diligence activities, as well as the right to move its boats and equipment to the Premises at the sole cost, expense and liability of the Licensee, on the terms and conditions set forth herein;

NOW, THEREFORE, the Licensor and the Licensee mutually agree as follows:

1. **Right of Entry.** The Licensee, its consultants, contractors and agents may enter upon the Premises by vehicles and on foot pursuant to the terms and conditions of the Waterview Development Agreement and this Use Agreement (together, the "Agreement"), which is incorporated by reference as if fully set forth herein. This right of entry constitutes a license to enter upon the Premises at the Licensee's sole risk and liability for the purposes set forth herein.

2. **Use of Premises.** The Licensee may enter upon the Premises for the purpose of conducting investigations, analyses and other activities, and may move its boats and equipment to the Premises in anticipation of permanent occupancy thereof after the Bridgeport City Council approves a long-term lease of the Premises to the Licensee. The use of the Premises shall at all times be in compliance with all laws, rules and regulations of municipal, state and federal governments. At the time of Licensee's occupancy of the Premises pursuant to this agreement, it shall comply with all laws related to its entry upon and activities at the Premises, including but not limited to contacting the Call-Before-You-Dig program as to utility locations and any state or municipal agencies and authorities having jurisdiction over the Premises, the activities to be conducted, etc.

3. **Indemnification and Insurance.** A. **Indemnification.** The Licensee agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the Premises or other property, and costs of every kind and description arising from entry upon and activities of the Licensee at the Premises, or occupancy or holding over after the Licensee no longer has a right to have access to the Premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, property damage regardless of cause, except that the Licensee shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

**B. Insurance requirements:** The following insurance coverage is required to be produced to the City and maintained by the Licensee at its own expense. It is further understood that the Licensee shall require similar coverage, as appropriate, from every contractor and subcontractor in any tier, as the case may be, or any other person by reason of the license conferred by this agreement that may enter onto the Premises on behalf of the Licensee. All non-standard endorsements and provisions shall be disclosed in advance in writing to the City, which may be rejected. The Licensee shall procure at a minimum, present to the City, and maintain in effect for the duration of this agreement without interruption and for one year after the Licensee's last activity at the Premises, the insurance coverages identified below, with deductibles approved in advance by the City, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A + 15, or coverage otherwise acceptable to the City. The Licensee will not enter upon the Premises or commence any work or other activity until the required insurance is purchased, submitted to and approved by the City.

**Comprehensive General Liability** (occurrence form) naming the City as an additional insured and 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 agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, broad form property damage and personal injury, political risk, care, custody and control, with limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Exclusions for independent contractors, employees, and care, custody and control will be removed. The Licensee or its agent shall inform the City in advance of any unusual endorsements or policy provisions that may be part of the insurance contract(s).

**Comprehensive Automobile Liability** insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the City as an additional insured. This policy will include endorsements providing coverage for mobile equipment and employer equipment not owned and hired. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 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 including voluntary compensation, broad form all states endorsement, U.S. Longshoremens' and Harbor Workers' Coverage, maritime coverage, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

**Owner's Protective Liability** to the extent the work under the contract is subcontracted to others, the Licensee will purchase and maintain such insurance naming the Licensor as additional insured.

**Property Damage** insuring against direct damage loss to buildings, structures or improvements covering the interest of the City, the Licensee, its contractors and subcontractors and parties having an interest therein. The City shall be named as loss payee as its interests may appear.

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

**Cancellation notice**—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

**Certificates of Insurance**—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form authorized by and executed with the original signature or original stamp of the insurer

or a properly-authorized agent or representative reflecting all coverage required and delivered to the City prior to any work or other activity commencing under this agreement.

**Additional insured**—The Licensee shall ensure that the Licensee and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties except for any errors and omissions insurance coverage or workers' compensation coverage, and shall name the City as loss payee with respect to any damage to property of the City, as its interests may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's A + 15 financial ratings, or coverage otherwise acceptable to the City. Such certificates shall designate the City in the following form and manner:

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

The coverage afforded to the City shall be primary insurance. If the City has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the contractor's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.

The cost of all deductibles on any policy of insurance to be purchased by the Licensee will be borne by the Licensee.

All policies, endorsements, certificates and other evidence of insurance shall be subject to the review and satisfaction of the City.

**4. Remedies For Default.** If, after the Licensee has entered the Premises pursuant to the license granted by this agreement, the Licensee fails for any reason to comply with this agreement, fails to restore the premises to its original condition prior to the Licensee's entry thereon, fails to remove its boats, equipment or the equipment of others from the Premises within ten (10) days of request but in any event no later than thirty (30) days after written notice from the Licensor, the Licensee shall be liable for liquidated damages in the amount of \$500 for each and every day that the Licensee continues to be in default and fails to cure each such default because the parties agree that it is difficult to calculate the losses that the Licensor will suffer as a result thereof, and Licensee shall also be responsible to pay the Licensee all costs and expenses, including reasonable attorneys' fees, incurred by the Licensor in removing the Licensee from the Premises.

**5. Condition of Premises.** The Licensee shall not permit or allow any deterioration or waste to be committed at the Premises, and shall correct any condition or defect that might lower the value or utility of the Premises. If Licensee does not enter into a lease of the Premises in accordance with the agreement, the Licensee shall return the Premises to at least the same condition in which the Premises was found when the Licensee commenced its entry pursuant to this agreement. If Licensee shall not remove itself from the Premises in accordance with this agreement, title to all installations and improvements, if any, made by the Licensee to the Premises, upon installation thereof, shall become the sole property of the Licensor unless otherwise stated herein. The Licensor prohibits and the Licensee shall not permit any mortgage or tax lien, mechanic's lien, charge, or encumbrance to be placed upon the Premises in connection with, or during its occupancy of the Premises under this agreement.

6. **Miscellaneous.** All disputes between the parties, if they cannot be resolved by mutual agreement, shall be resolved by a court of competent jurisdiction over the parties located in Fairfield County, Connecticut..

**LICENSOR**

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

**LICENSEE**

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

Exhibit C

Form of Legal Opinion

Date

Addressee

Re:

Dear Sir or Madam:

The undersigned, as counsel to \_\_\_\_\_, a \_\_\_\_\_ organized under the Laws of the State of \_\_\_\_\_, has been asked to render a legal opinion in connection with \_\_\_\_\_ more particularly described in \_\_\_\_\_ (the "[transaction]").

In connection with rendering the opinions expressed herein, we have examined certified copies of the proceedings of \_\_\_\_\_, in particular, that certain resolution \_\_\_\_\_, and other proofs submitted to us relative to the [transaction] to, together with such other documents and things as we have deemed necessary in connection therewith. We have also examined such certificates of public officials, corporate documents and records and other certificates and instruments as we have deemed necessary for the purposes of the opinions herein expressed, including \_\_\_\_\_, an original of which is attached.

In connection with rendering the opinions expressed herein, we have also examined such laws as we have deemed necessary for the purposes hereof and have relied upon letters and other documents and information contained in municipal public records, and issued or provided to us by municipal public officials or staff employees of municipal public agencies and authorities of \_\_\_\_\_.

We have also examined original documents, or certified copies of original documents or copies otherwise authenticated to our satisfaction, of such other documents as we have deemed necessary or advisable in order to furnish the opinions expressed herein, and we assume the authenticity of each. We further assume that any statute, rule, regulation or ordinance upon which we rely has been enacted by an official legislative entity, and that each is constitutional and valid. Similarly, we assume that any such statute rule, regulation or ordinance, if issued by a governmental authority pursuant to statutory authority granted thereto, has been validly promulgated and is enforceable.

Except for documents executed by officials of \_\_\_\_\_, we assume the genuineness of all signatures on documents obtained by, presented to or otherwise relied upon by us, the authority of the parties to enter into such documents, and the absence of facts and circumstances which would make such documents illegal or unenforceable.

We assume that neither the participants to this transaction, their respective counsel and agents (other than ourselves), nor any governmental agency or authority (other than \_\_\_\_\_) possess any current actual knowledge, or have any reason to believe, that any of the facts upon which our opinion is based, or that the opinions rendered by us herein, are incomplete, incorrect or misleading.

We express no opinion with respect to the effect of any law other than the laws of the State of Connecticut.

Based upon the foregoing and after reasonable investigation, I am of the following opinion:

1. \_\_\_\_\_ is a \_\_\_\_\_ duly-organized and validly existing and in good standing under the laws of the State of \_\_\_\_\_.

2. \_\_\_\_\_ has the power and authority to execute, deliver and carry out the terms of the \_\_\_\_\_ executed in connection with the [transaction]. The \_\_\_\_\_ has taken all necessary municipal corporate action to authorize the execution, delivery and performance of such documents. The \_\_\_\_\_ of \_\_\_\_\_ is the individual duly-authorized to execute the aforesaid documents on behalf of \_\_\_\_\_.

3. The execution and delivery of the [transaction] documents and compliance with the terms thereof do not violate any provision of any existing law or regulation, or any writ or decree of any court or governmental instrumentality, or any agreement, trust or instrument known to us to which \_\_\_\_\_ is bound or which is binding upon its assets. Further, that the execution and delivery of such documents will not result in the creation or imposition of any lien, security interest, charge or encumbrance of any nature whatsoever upon or in any of the assets of \_\_\_\_\_. No consent of any other party, and no consent, license, approval or authorization of, or registration or declaration with, any governmental agency or authority is required in connection with the execution, delivery, performance, validity and enforceability of the [transaction] documents.

4. The [transaction] documents constitute legal, valid and binding obligations enforceable against \_\_\_\_\_ in accordance with their respective terms.

5. To the best of our knowledge, based upon reasonable inquiry, there is no litigation pending or threatened against \_\_\_\_\_, or any other contingent liability, which would materially and adversely change the financial condition of \_\_\_\_\_ or its ability to perform its obligations under the conveyance documents.

Very truly yours,

**[LAW FIRM]**

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

Encls.

**Exhibit D**

**Easement Between City and Highland Street Associates**

**Exhibit E**

**Certified City Council Resolutions**

**To be attached upon action of Council approving Lease**

**\*20-10 (PHO) Consent Calendar**

Public Hearing Ordered for March 21, 2011 re: Disposition and re-development of City Owned Properties located at 167 Steuben Street and 95 Gilmore Street former Waltersville School.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: March 7, 2011**

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

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

*[Signature]*  
City Clerk

---

Approved \_\_\_\_\_

---

*[Signature]*  
Mayor

---

---



# City of Bridgeport, Connecticut

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

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

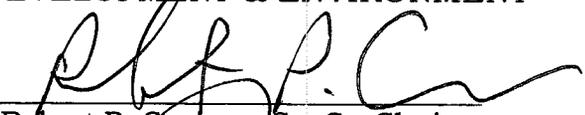
## **\*20-10 (PHO) Consent Calendar**

**BE IT RESOLVED**, That a Public Hearing be Held before the City Council on Monday evening, March 21, 2011 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of City Owned Properties to Habitat for Humanity:

- 167 Steuben Street and 95 Gilmore Street (former Waltersville School).

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

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

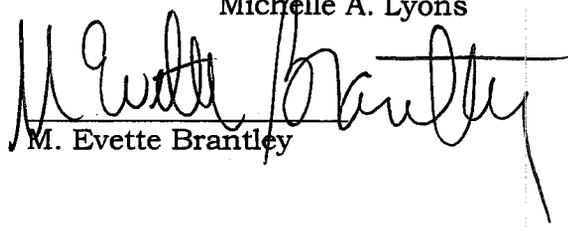
  
\_\_\_\_\_  
Robert P. Curwen, Sr. Co-Chairman

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

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

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

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

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

Council Date: March 7, 2011

**\*25-10 (PHO) Consent Calendar**

Public Hearing Ordered for March 21, 2011 re: PILOT agreement with POKO Partners in collaboration with Alpha Community Services for the Clinton Commons Project a 33-unit affordable housing project at 75-101 Clinton Avenue.

---

---

**Report  
of  
Committee  
on  
ECB & Environment**

---

**Submitted: March 7, 2011**

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

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



City Clerk

---

---

Approved \_\_\_\_\_

---

---

Mayor

---

---



# City of Bridgeport, Connecticut

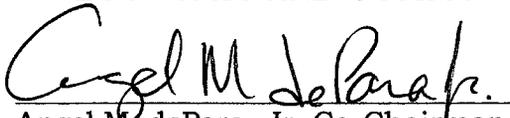
*To the City Council of the City of Bridgeport:*

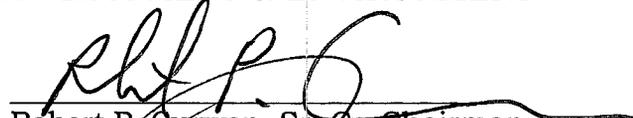
The Committee on **ECD and Environment** begs leave to report;  
and recommends for adoption the following resolution:

## **\*25-10 (PHO) Consent Calendar**

**BE IT RESOLVED**, That a Public Hearing be Held before the City Council on Monday evening, March 21, 2011 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to PILOT agreement with POKO Partners in collaboration with Alpha Community Services for the Clinton Commons Project, a 33-unit affordable housing project at 75-101 Clinton Avenue.

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

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

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

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

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

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

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

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

**\*26-10 Consent Calendar**

Approval of Sycamore Housing Associates LLP as the Purchaser and Developer of Sycamore Place Apartments.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: March 7, 2011**

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

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



City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*26-10 Consent Calendar**

### **A Resolution by the Bridgeport City Council Approving Sycamore Housing Associates, LLP as the Purchaser and Developer of Sycamore Place Apartments**

**WHEREAS**, on November 3, 2003, the Bridgeport City Council approved a resolution authorizing the Mayor to execute the necessary documents for the continuation of a Tax Agreement on the Sycamore Place Apartments, even after the sale of the property by the longtime owner, the Bridgeport Rotary Club Housing Corporation; and

**WHEREAS**, the approved resolution stated "Be it Further Resolved that the City Council will approve the final developer selected to undertake this endeavor"; and

**WHEREAS**, the Bridgeport Rotary Club Housing Corporation (BRCHC) originally selected Eagle Point Enterprises, LLC (EPE) of Portland, ME as the preferred purchaser and developer for the property, recognizing EPE's successful involvement in similar endeavors; and

**WHEREAS**, on June 4, 2004, the Bridgeport City Council approved a resolution "Approving Eagle Point Enterprises, LLC"; and

**WHEREAS**, due to a number of factors beyond its control, Eagle Point Enterprises, LLC elected to not continue with the project; and

**WHEREAS**, the BRHC, has identified another purchaser and developer to undertake the project, Sycamore Housing Associates, LP, a joint venture of The Wishcamper Companies, Inc. and Rocky Mountain Development Group; and

**WHEREAS**, BRHC, as part of its long term commitment to Bridgeport, has determined the firms in this joint venture to be accomplished and reputable, and would not otherwise consider this transaction; and

**WHEREAS**, representatives of the Office of Planning and Economic Development have reviewed the credentials of the firms in this joint venture and determined that the firms are accomplished and reputable; Now, Therefore be it

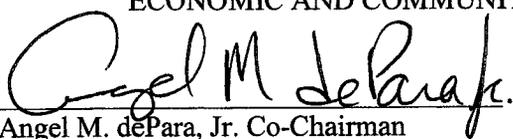


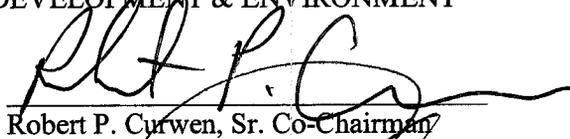
Report of Committee on ECD and Environment  
\*26-10 Consent Calendar

-2-

**RESOLVED**, that the Bridgeport City Council revokes its previous approval of Eagle Point Enterprises, LLC, and now approves Sycamore Housing Associates, LP as the "final developer selected to undertake this endeavor".

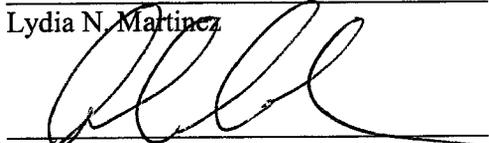
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

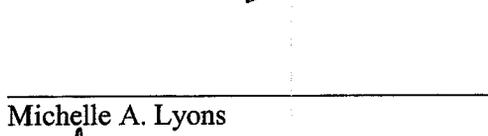
  
Angel M. dePara, Jr. Co-Chairman

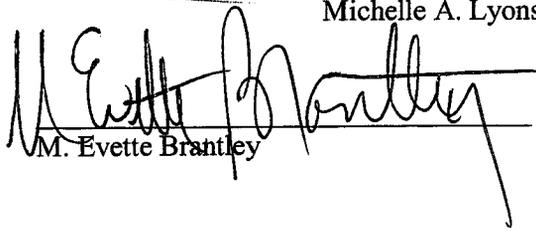
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

  
Warren Blunt

  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

**\*29-10 Consent Calendar**

Grant Submission: re U.S. Department of Energy EPA  
2010 LEAP (Local Energy Assurance Plans for  
Connecticut Municipalities) Grant Program.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: March 7, 2011**

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

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



\_\_\_\_\_  
City Clerk

---

---

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*29-10 Consent Calendar**

**WHEREAS**, the U.S. Department of Energy is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this financial assistance has been made possible through the U.S. Department of Energy National Technology Laboratory; and

**WHEREAS**, financial assistance under this grant will be used to develop or refine local energy assurance plans for each municipality, with utility, state and regional coordination; and

**WHEREAS**, Participating communities plan to reduce the impacts from energy supply disruptions through the incorporation of energy portfolios such as renewables and Smart Grid technologies; and

**WHEREAS**, assurance plans will include specific actions that can ease the impacts of short term disruptions and define strategies and options for dealing with sustained outages to the energy supply and would allow critical facilities to meet increased demand, reduce peak operating costs, enhance energy security, and improve the reliability of electric power; and

**WHEREAS**, The benefits of the plan will consist of identification and management of energy components necessary for critical operations, voltage support, increased efficiency, premium power, and increased reliability through emergency power for overall energy security; and

**WHEREAS**, the Project Team will undertake education and outreach efforts including workshops, training exercises, and the development of an informational website to foster energy assurance planning expertise at the local level. The proposed outreach activities will allow municipalities to better coordinate and communicate state wide, regionally, with one another and with industry on energy security and reliability to create more efficient preparedness and response actions; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, act as a subgrantee of the Town of Windham's grant from the U.S. Department of Energy and accept grant funds in an amount not to exceed \$40,000 for the purpose of developing a local energy assurance plan within the City of Bridgeport; Now, Therefore be it



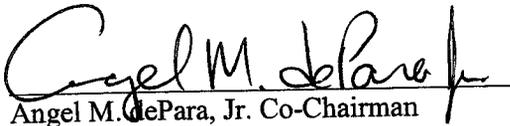
Report of Committee on ECD and Environment  
\*29-10 Consent Calendar

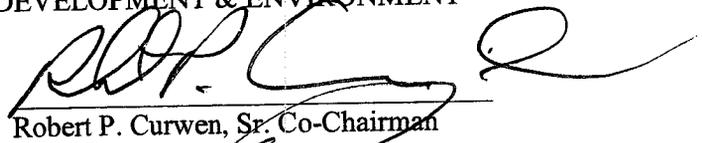
-2-

**RESOLVED BY THE City Council:**

1. That it is cognizant of the City's partnership with the Town of Windham and contract with the U.S. Department of Energy to provide financial assistance for the development of a local energy assurance plan.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute such grant agreements with the Town of Windham and U.S. Department of Energy for the Local Energy Assurance Planning for Connecticut Municipalities Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

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

  
Angel M. DePara, Jr. Co-Chairman

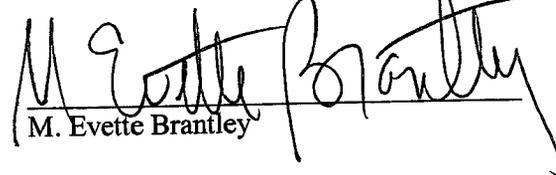
  
Robert P. Curwen, Sr. Co-Chairman

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

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

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

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

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

**\*30-10 Consent Calendar**

Grant Submission: re: Connecticut Department of Public Health for 2011 Lead Poisoning Prevention Education Outreach Grant.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: March 7, 2011**

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

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



City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*30-10 Consent Calendar**

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

**WHEREAS**, this funding has been made possible through the Childhood Lead Poisoning Prevention - Education Outreach Grant; and

**WHEREAS**, funds under this grant will be used for lead testing, education and awareness and to improve process evaluation of lead poisoning and testing in the city based on best practices from other jurisdictions; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Public Health in an amount not to exceed \$40,000 for the purpose of providing lead testing, education and awareness and to improve process evaluation of lead poisoning and testing in the city based on best practices from other jurisdictions; Now, Therefore be it

## **RESOLVED BY THE City Council:**

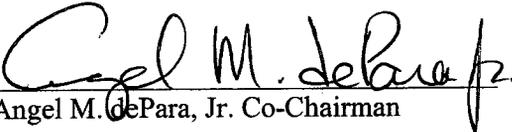
1. That it is cognizant of the City's grant application and contract to the State Department of Public Health for funds for the purpose of providing lead testing, education and awareness and to improve process evaluation of lead poisoning and testing in the city based on best practices from other jurisdictions.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health for a Childhood Lead Poisoning Prevention - Outreach Education Grant, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment  
\*30-10 Consent Calendar

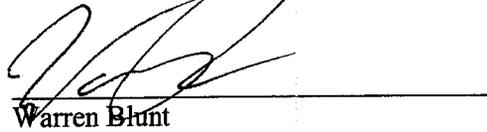
-2-

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

  
Angel M. DePara, Jr. Co-Chairman

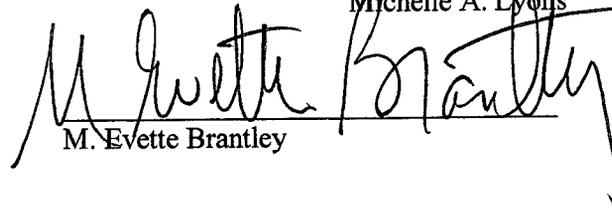
  
Robert P. Curwen, Sr. Co-Chairman

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

  
Warren Blunt

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

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

  
M. Evette Brantley

**\*40-10 Consent Calendar**

Grant Submission: re: Southwest Community Health Center for 2011-2012 Oral Health Care Grant.

---

---

**Report  
of  
Committee  
on  
ECB & Environment**

---

**Submitted: March 7, 2011**

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

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



City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*40-10 Consent Calendar**

**WHEREAS**, the Southwest Community Health Center is authorized to extend financial assistance to municipalities in the form of grants and subcontracts; and,

**WHEREAS**, this funding has been made possible through a grant they received from the Connecticut Health Foundation and,

**WHEREAS**, funds under this grant will be used for intervention and preventive program to promote good oral healthcare among pregnant women and those contemplating pregnancy,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the Southwest Community Health Center in an amount not to exceed \$5,000 for the purpose of providing intervention and preventive oral health care program to women of childbearing age; Now, therefore be it

## **RESOLVED BY THE City Council:**

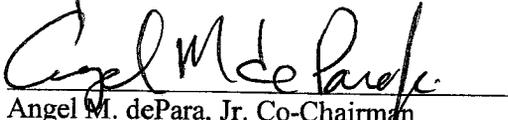
1. That it is cognizant of the City's grant application and sub contract to the Southwest Community Health Center to provide intervention and preventive oral health care program to women of childbearing age and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Southwest Community Health Center for an Oral Health Care Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment  
\*40-10 Consent Calendar

-2-

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

  
Angel M. dePara, Jr. Co-Chairman

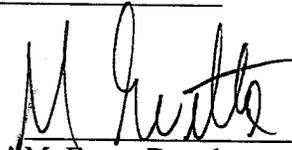
  
Robert P. Curwen, Sr. Co-Chairman

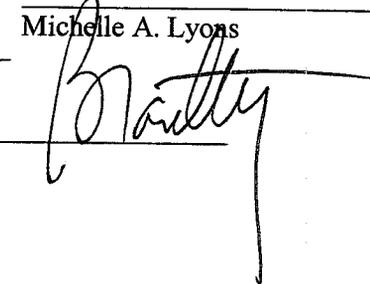
Lydia N. Martinez

  
Warren Blunt

Anderson Ayala

Michelle A. Lyons

  
M. Evette Brantley



**\*19-10 Consent Calendar**

Appointment of Carl Theodore Horton Jr. to the Energy Improvement District Board.

---

---

**Report  
of  
Committee  
on**

**Miscellaneous Matters**

---

**Submitted: March 7, 2011**

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



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

City Clerk

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*19-10 Consent Calendar**

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

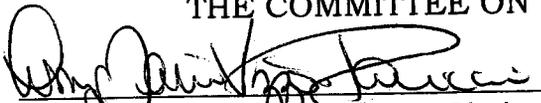
### **NAME**

### **TERM EXPIRES**

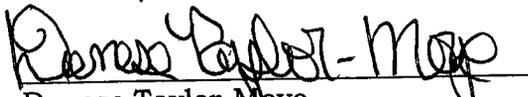
Carl Theodore Horton, Jr. (D)  
1984 Park Avenue  
Bridgeport, CT 06604

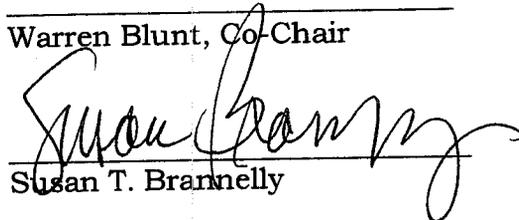
December 31, 2015

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

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

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

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

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

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

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

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

\_\_\_\_\_  
Thomas McCarthy, President  
(Added to Make Quorum)

**\*33-10 Consent Calendar**

Suit Settlement with Bryan Cascio.

---

---

**Report  
of  
Committee  
on  
Miscellaneous Matters**

---

**Submitted: March 7, 2011**

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



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

City Clerk

---

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

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

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

## **\*33-10 Consent Calendar**

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

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

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

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
Bryan Casio	Charles Kurmay, Esq 1995 Main Street Stratford, CT 06615	Dog Bite	\$95,000.00
	Wayne R. Keeney, Esq 1187 Broad Street, Suite B Bridgeport, CT 06604		

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



Report of Committee on Miscellaneous Matters  
\*33-10 Consent Calendar

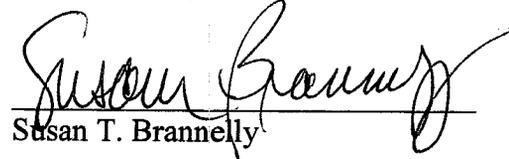
-2-

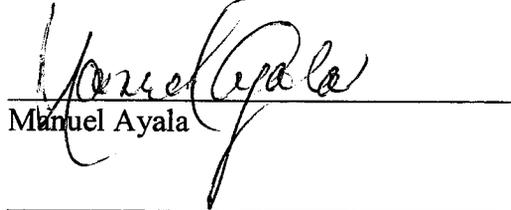
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Padellia, Co-Chair

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

  
Denese Taylor-Moye

  
Susan T. Brannelly

  
Manuel Ayala

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

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

\_\_\_\_\_  
Thomas McCarthy, President  
(Added to Make Quorum)

Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000)

---

---

**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: March 7, 2011 OFF THE FLOOR**

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

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:

34-10

## **APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City**

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport (the "City Council") hereby approves the appropriation of an amount up to \$110,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City's full faith and credit (the "Notes"), in an aggregate amount up to \$110,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 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, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and



Report of Committee on Budget and Appropriations  
34-10

-2-

**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 Notes 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 Notes; 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 Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes 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 Notes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes 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 Notes 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



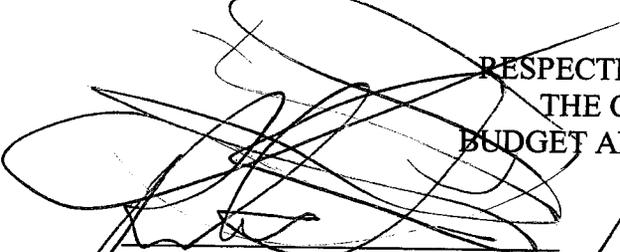
34-10

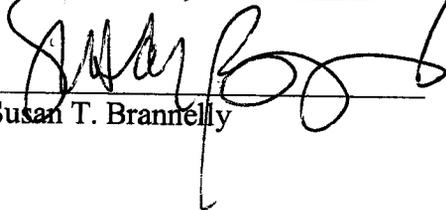
Report of Committee on Budget and Appropriations

-3-

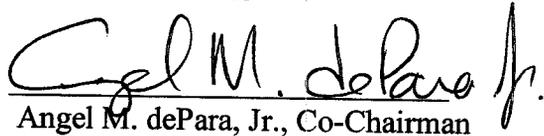
**BE IT FURTHER RESOLVED**, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee 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.

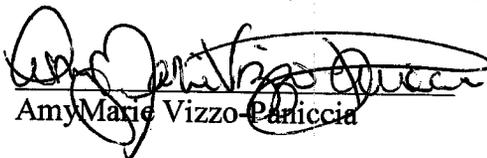
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

  
Robert Curwen, Co-Chairman

  
Susan T. Brannelly

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

  
Angel M. dePara, Jr., Co-Chairman

  
Amy Marie Vizzo-Pariccia

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

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

Council Date: March 7, 2011 OFF THE FLOOR