

AGENDA

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 18, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

- 09-13** Public Hearing re: Disposition and Redevelopment of City-Owned Property located at 1752 Barnum Avenue.
- 10-13** Public Hearing re: Disposition and Redevelopment of City-Owned Property at 431-435 & 445-449 Kossuth Street.
- 13-13** Public Hearing re: Proposed Resolution concerning a Ground Lease Agreement with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 6, 2014

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 26-13** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Gregory Jetter, referred to Miscellaneous Matters Committee.
- 27-13** Communication from OPED re: Proposed Resolution concerning the Disposition and Redevelopment of City-Owned Property to Achievement First Bridgeport Academy Elementary School and Request to Order a Public Hearing Relative to the Same, referred to Economic and Community Development and Environment Committee.
- 28-13** Communication from Central Grants re: Grant Submission: 2013 Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for Fire Station Alerting System (#14436), referred to Public Safety and Transportation Committee.
- 29-13** Communication from Central Grants re: Grant Submission: 2013 Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for SCBA Cylinders and Assemblies (#14345), referred to Public Safety and Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 30-13** Communication from Mayor re: Appointment of John "Jack" Calcutt (R) to the Zoning Board of Appeals Commission, referred to Miscellaneous Matters Committee.
- 31-13** Communication from Mayor re: Appointment of Thi Nguyen (U) to the WPCA Commission, referred to Miscellaneous Matters Committee.
- 32-13** Communication from Mayor re: Appointment of Ricardo Griffith (D) to the WPCA Commission, referred to Miscellaneous Matters Committee.
- 33-13** Communication from Mayor re: Appointment of Mack Henry Allen Jr. (D) to the Ethics Commission, referred to Miscellaneous Matters Committee.
- 34-13** Communication from Deputy Chief Administrative Officer Citi-Stat re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.08 City Contract and Purchasing Procedures, amend Sections 3.08.070 Purchasing Procedure and Section 3.08.090 Disqualifications of vendors from doing business with the City-Procedure, referred to Ordinance Committee.
- 35-13** Communication from Central Grants re: Grant Submission: National Fish & Wildlife Foundation for 2013 Hurricane Sandy Coastal Resiliency Competitive Grant, referred to Economic and Community Development and Environment Committee.
- 36-13** Communication from Central Grants re: Grant Submission: State Department of Economic & Community Development Special Act Grant for the Black Rock Business District Improvement Project, referred to Economic and Community Development and Environment Committee.
- 37-13** Communication from Deputy Chief Administrative Officer Citi-Stat re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 15.08 Building Permits and Fees, amend Sections 15.08.010 Building permit and related fees and Section 15.08.020 Building permits to be withheld due to delinquent taxes and user fees, referred to Ordinance Committee.
- 38-13** Communication from Deputy Chief Administrative Officer Citi-Stat re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.12 Equal Opportunity Requirements for Contractors, amend Section 3.12.130 Minority Business Enterprise Program, referred to Ordinance Committee.
- 39-13** Communication from Deputy Chief Administrative Officer Citi-Stat re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program, amend Sections 8.76.020 Definitions, Section 8.76.040 Enforcement and adding New Section 8.76.052 Allocation of Capital Gain referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *23-13** Contracts Committee Report re: Resolution concerning Tax Cooperation Agreement with Housing Authority regarding Maplewood Court Apartments.
- *25-13** Contracts Committee Report re: Lease-Purchase Agreement with PNC Equipment Finance, LLC for a Tractor at D. Fairchild Wheeler Golf Course.
- *24-13** Budget & Appropriations Committee Report re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$100,000,000).

MATTERS TO BE ACTED UPON:

- 13-13** Contracts Committee Report re: Resolution concerning Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, FEBRUARY 18, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	The matter of the late Adelaida Coriano.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Follow-up on unjust termination case.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Financial Reporting.

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on Tuesday evening, February 18, 2014 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

Item #09-13

Disposition and Redevelopment of City-Owned Property located at 1752 Barnum Avenue.

Item #10-13

Disposition and Redevelopment of City-Owned Property located at 431-435 & 445-449 Kossuth Street.

Item #13-13

Proposed Resolution concerning Ground Lease Agreement with United Illuminating Company to Facilitate the Construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and to facilitate the Construction of a Fuel Cell Electricity-Generating Facility on Adjacent land.

Attest:

Fleeta C. Hudson
City Clerk

=====

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Dated: February 6, 2014

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members

Mayor Bill Finch

A. Nunn, CAO

A. Kabel, Deputy CAO

A. Wood, Chief of Staff

M. Anastasi, City Attorney

R. Pacacha, Associate City Attorney

R. Liskov, Associate City Attorney

D. Kooris, Director, OPED

M. Perez, Sr. Economic Development Associate

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
TUESDAY, FEBRUARY 18, 2014
6:30 PM**

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Salter, DeJesus, Martinez, Feliciano, Paoletto, Holloway

ABSENT: Council members: Austin, Lyons, Vizzo-Paniccia, McBride-Lee, Castillo, Marella, Martinez-Walker

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

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

Please go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments that the speakers below addressed to the City Council on February 4, 2014.

❖ *Statements were submitted to the city clerk's office.*

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NAME

SUBJECT

*Ethan Book
144 Coleman Street
Bridgeport, CT 06604

The matter of the late Adelaida Coriano

**waived his comments for the public speaking session.*

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Follow-up on unjust termination case.

Mr. Young mentioned the movies House of Cards and 12 Years a Slave to point out that these movies had to do with what he's been going through. He stated that he wasn't satisfied with the court ruling regarding his termination. He asked that the city council pull up the records to prove that he was at work on March 17, 2006. He said he hoped that the

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city council will practice what they preach when it comes time for residents to vote. He recalled that he was involved in public service for twenty-seven years and the most he can expect is that due process take place and to be treated equal. He emphasized that his termination issue shouldn't be based on hypothetical and should be based on fact. He repeated that the matter of his unjust termination was a violation as an American citizen. He commented that he hasn't received any response in reference to his termination, noting that he has spent thousands in court costs and provided them with doctor notes and medical bills. He further mentioned that he has been seeing a psychologist for the last seven years. He stressed that it shouldn't be so hard to do the right thing and again, he hoped the council will respond to find out what he was really terminated for. He reiterated that he was looking for his right to due process.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Financial Reporting.

Comments to City Council – February 18, 2014

Council President McCarthy, Council persons and interested members of the Bridgeport community. Two weeks ago I talked about the June 2013 monthly financial report issued to you in January 2014, based on audited results for the 2013 fiscal year. I called it *historic* because for the first time in over 20 years the City had provided a 12 month record of the Operating Budget to the taxpaying public. Of course the Charter states that this is what is in order, but annual compliance had been avoided for one reason or another. It showed a surplus of less than \$200,000 in the operating budget of a little more than \$511 Million including basic Education budget, but almost \$145 Million more than this was actually spent because of Operating Grants and contributions to the City and for Education. These were not budgeted by you, and not reviewed by you in any regular way. Is this what serious watchdogs would allow to happen? \$145 Million is a lot of money.

I mentioned the revenue surplus of \$500,000 in the CASH ACCOUNT of the Controllers department and asked where it originated. Half a Million dollars is ten times the budget estimate. Has anyone discovered how it came to be? After all, it would seem enough to pay off much of the expense of the Stratford Airport access way construction, legal expense, etc. Just think if it were to become an annual event, it would be most welcome wouldn't it? In six weeks when you begin to review the proposed 2014-15 budget you will be looking for revenue sources. Ask the question, please? Will you also share the answer with the public?

You received the CAFR for the 2013 year about one month ago. There is much good info in the document. On page 32 City budgetary procedures are outlined relative to the General Fund Budget. You might want to consult your copy.

- It says that you should expect both the Operating Budget and the Capital budgets no later than 120 days before July 1. (Last year the budget was released on April 2

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- if memory serves me. Is that an example of City actual process missing expectations or being in violation of the Charter?)
- The Mayor shall submit to you with the proposed budgets, a certificate that the budget is consistent with a three-year financial plan, and which states that operating within the budget is feasible. (I do not remember any mention or reference to this certificate, nor do I remember comments or discussions about a three year plan, do any of you? And what is a standard of feasibility when CAFRs for the past three years have reported that public safety employees have overexpended budgets for the past three years? Last year Police, Fire and Emergency Operation budgets showed deficits totaling \$8 Million and that is after significant provision for various types of Overtime allowances. Are you monitoring this closely? What is the deficit variance in those departments through six or seven months this year? Or are you counting on Chief Nardozzi to do OT work singlehanded? And who works with Fire? And what causes such large excess overtime in the Fire Department? Do you know?
 - The CAFR then states: "Expenditures may not legally exceed appropriations at the department level." What does that mean when Public Safety employees are still exceeding the appropriated amounts? Will you ask for an explanation?
 - On Page 34 is a statement about Special Revenue Funds.... "***The City does not have legally adopted annual budgets for its special revenue funds. Budgets for the Special Revenue funds that are utilized to account for specific grant programs are established in accordance with the requirements of the grantor agencies. Such budgets are no lapsing and may comprise more than one fiscal year.***" OK are we talking about funds for Capital projects where the Council gets to vote once and is never consulted again with progress and fund balances? Are we talking about \$40 Million of purchases spent by the City last year that are not in the budget you prepare but which you may authorize one evening with little or no backup material and then never see or hear about again? Do you want to continue this charade and pretend that you are seriously providing oversight to taxpayer funds and City expenditure of same? Are you happy with rubber stamp legislation?

I believe the tide is turning in Bridgeport. More people are asking questions and expecting common sense answers and specific information. You need to slow down your approvals when the info is inadequate. Times are changing in Bridgeport. The fiscal cupboard is bare. Postponing a mandated revaluation is a sign of political weakness. The revaluation was ordered by the City, completed by the appraiser and paid for according to the budget. Yet most of us have not seen the news. Why not? Will we see our own values?

It will be the immediate task of the next Mayor after the election in 2015 to deal with the secrecy of the current administration. Will you be part of reform now or not? Ask questions? Seek answers. I am available to assist your learning although your rules limit my face time with you to five minutes at City Council meetings. Change your rules and let the public observe your work with commentary in all Committee meetings. Time will tell.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605
203 259-9642 Daytime

The following persons signed up to speak prior to the public speaking session:

Ernest Newton

Mr. Newton stated that it was rare that he came before the city council to speak. However, he said he was there because he read a recent article about the Parks Commission only being an advisory committee. He stated that it should be clear what the Parks Commission is. He recalled that when Bridgeport didn't have money and before the state could think about buying Beardsley Park, it had to be approved by the Parks Commission, so in his opinion; this doesn't sound like an advisory committee to him. He further stated that the city council had the responsibility to ask questions, because when they don't, things happen and as a legislative body, he said they need to ask questions that others don't. He went on to say that the Parks Commission was created for the Park City and Bridgeport is known by that name for a reason. He stated that they needed to research and find out anything else that may be designated incorrectly. He said that he had an issue with the idea that the Parks Commission is a made up commission and he has never seen an instance where the city council had the right to overrule them. He emphasized that they should take the initiative to sit down with the Parks Commission before the council approves anything.

James Roy

Mr. Roy spoke about the land sell of Beardsley. He said there were many meetings with the city and state attorneys and in his opinion, as someone who had a deciding vote; he was adamant that they do (Parks Commission) have the sole authority over the sale or lease of park land. He emphasized that it was important to clarify the matter for the good of the city.

The public speaking session ended at 7:00 p.m.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

**TUESDAY, FEBRUARY 18, 2014
7:00 PM**

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

ATTENDANCE: Council members: Brannelly, Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Lyons, Salter, DeJesus, Castillo, Martinez, Feliciano, Paoletto, Martinez-Walker, Holloway

ABSENT: Council members: Austin, Vizzo-Paniccia, McBride-Lee, Marella

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

Prayer - Council member Salter offered the prayer.

Pledge of Allegiance - Council member Halstead.

Announcement:

Council President McCarthy announced that the following council members were absent due to illness: Council member Vizzo-Paniccia and McBride Lee.

Roll Call - the Assistant City Clerk took the roll call and announced there was a quorum.

09-13 Public Hearing re: Disposition and Redevelopment of City-Owned Property located at 1752 Barnum Avenue.

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

10-13 Public Hearing re: Disposition and Redevelopment of City-Owned Property at 431-435 & 445-449 Kossuth Street.

Mayor Finch asked if there was anyone present to speak in favor of the item.

- A speaker present asked if this hearing included the (17 or 35) properties that were previously listed. Mayor Finch responded that the item only pertained to the properties and addresses outlined on the agenda. He further commented that the properties will be put to a higher and best use for tax purposes.

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

13-13 Public Hearing re: Proposed Resolution concerning a Ground Lease Agreement with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land.

Mayor Finch asked if there was anyone present to speak in favor of the item.

Reverend Olson stated that he had an issue with whether or not the proposal would benefit the city. He clarified that he was present tonight to represent his position only. He went on to relay information from a statement he read regarding fuel cell energy and other alternative forms of energy. He expressed that he felt some of the current types of energy ultimately result in doing damage to the environment. Overall, he said he thought the Bridgeport was on the way to clean green energy, which eventually would lead to more economic development for the city.

Mayor Finch asked if there was anyone to speak against the item.

**Please note the summarized comments below reflect the opinions of those persons that spoke that were in favor of certain aspects of the project and/or against the project:*

- A speaker that resides at 298 Prospect Street stated that they weren't opposed to the fuel cell proposal, however; they were opposed to it being built in the park. They felt that there are other landfills that would be more appropriate and they didn't feel that a park that was supposed to be for the people should be mixed with this type of facility.
- Mr. Robinson, 566 Wood Avenue stated that he remembered the days when they had kerosene lamps and coal stoves, but now they have modern technology and they need to decide what is good for the people. He said that they need to focus on what's best for the people and he thought solar energy proposal is great, noting that some agree and some don't. He went on to say that we will never agree on everything and he expressed that we need solar energy. He further emphasized that it would be good for the City of Bridgeport to move forward and embrace new technology.

- Charlie Gulotta mentioned that he participated in the Park Commission meeting last night when they voted down the solar energy proposal. He referred to the city attorney's previous comment regarding the facility being on park land and who subsequently notified the Park Commission. Mr. Gulotta questioned what happened in between the statement that the facility would be on park land versus near park land.
- Mr. Donald stated that everyone is in favor of clean energy, however; he recalled that there was an objection by Council member Torres about what it would cost to clean up the site. He said he felt that the charter was crystal clear that park land can not be leased or sold without the approval of the Parks Commission and there needs to be a two-thirds vote of the city council to approve it. He stated that they have to follow the rules and he felt that until the rules are followed, they will never be successful with economic development.
- Joel Gonzales stated that during 1995, he was elected to the city council for the 135th district. He relayed that one of the first issues that was taken up was the Seaside Park landfill that wasn't technically closed at that time. He recalled that Council members: Martinez, Marella, Holloway and Mayor Finch were serving on the council during this time. He stated that around 1996/1997 there was a deal that the landfill would be closed and capped for good for a three year period. However, he said that no one knows what was really done during those three years. He emphasized that it was appalling that they will enter into a negotiation for a solar panel deal without the landfill being officially opened. He was adamant that the landfill was previously closed. Mayor Finch responded that they can't open a landfill in the State of Connecticut, because it's against the law.
- A speaker that resides at 423 Park Avenue stated that he was surprised to hear so much anger about things that have nothing to do with the project going forward. He clarified that the landfill will never be able to be used for anything other than a capped landfill. He specified that there's decaying concrete and other contaminated materials on the property that could make people ill. He also mentioned the visual impact, noting that these issues are conversations that need to be had. He stressed that we need to open our minds to consider who they will turn the land over to in twenty years. He questioned if it should then be another landfill or should it be used to bring in new business.
- Ms. Simard spoke about the ground lease in reference to her concern that the city will assume all liability for the facility – *she referred to and read Section-10-D of the lease* and stated that she felt that it would be a mistake to hand over land that they won't have any recourse in the future would be a mistake. She added that she didn't feel the revenue that would be generated outweighed the liability to the city.
- Ethan Book spoke about the need for greater scrutiny of the constitution laws and ordinances as they related to the recent ruling of the Parks Commission. He noted that the city has already established a Parks Commission and he found it baffling that the city council has chosen to disregard them. He further mentioned the rights

of the people, as well as the limits of those rights. He emphasized that the city council should listen very carefully to the concerns of the Parks Commission.

- Diane Lentakis stated she was present to speak on behalf of the Sierra Club. She said she was in support of the proposal and she applauded Mayor Finch for bringing the proposal to Bridgeport and investing in clean energy to clean up the area, lower bills. She said it was a good thing to move beyond the use of coal. She once again applauded the efforts and wished the project well.
- Ed Cilio stated that as someone that moved here from another state, he decided that Bridgeport was a city he wanted to move to. He expressed that the thought the people wanted to see progress made in the city. He mentioned that the fact they will take a dump and put in a solar energy facility was a good thing and he personally was excited about the project.
- Hector Diaz stated that he lives across from the site where the solar panels are proposed. He said that he had a concern about the visual effect on the homes. He expressed that his biggest fear is that once the door is open, it will become a floodgate. He relayed that the park was developed for people to enjoy and he thought this project was a step towards privatization where it will allow outsiders to come in and develop and take from the people and the city. He emphasized that it has become an issue to start project after project without completing any of them. And they need to think about what they are doing for the residents. He emphasized that the council members should consider the residents.
- Roberta Paro stated that she was a member of the Sierra Club, noting that it is the largest grass roots organization in the United States. She said that they work to support and develop more renewable energy sources that will promote clean air, so solar array was supported at Seaside Park. She said they were committed to working with the city and the state to encourage clean air projects. She further noted the high cases of respiratory illnesses associated with coal facilities. She said she looked forward to working with Bridgeport on the Clean Green 2020 Initiative.
- Debra Dulles stated that she was supportive of green energy. However, she asked that the project be moved somewhere else and not at the park. She expressed that to have a fuel cell facility put in would mean more noise across the water and would have an effect on the visual that she currently enjoys. She asked to just let it be.
- Jennifer Buchannan said she was in favor of solar renewable energy; however, she isn't in favor of having it in the park. She recalled that when Mayor Finch spoke at PURA, the landfill section was referred to and recognized as a park. She commented that at the time, she was in favor of the project, but when she researched more, she found that it wouldn't be good for Bridgeport because United Illuminating made a statement that the solar facility would increase the resident's bill. She said it should be put in a zoned industrial area and not in the park.
- Mary Filo's (see below) 9-year old daughter spoke and expressed that if someone gave you a real special gift and then that gift is taken away, how would we feel. She

further expressed that it isn't right to do the project in Seaside Park because the park was a gift given to us by the Lord and it should stay that way.

- Mary Filo commented that everyone is for solar energy, but she was against putting it in the park. She stated that the park was given to us for people to go and enjoy. She recalled that P.T. Barnum gave the park to us to preserve and if he felt that he wanted to do otherwise, he would have. She further felt that the city has an obligation to leave it as it was given. She stressed that she wants to see solar panel energy, just somewhere else.
- Paul Timpanelli, of the Greater Bridgeport Regional Council encouraged the city council to vote in favor of the project. He said it wasn't a question of whether or not the project will have a visual impact or whether the land is park land etc. He added that although all are legitimate questions, they need to consider Bridgeport's most essential problems and challenges regarding taxpayer growth and jobs. And in order to address these issues, he said they need to implement economic development and this project will result in making Bridgeport a successful city.
- A speaker named Katie stated that she didn't understand why they were still discussing the matter when the Parks Commission voted unanimously not to approve the project. She relayed the sentimental reasons why the park meant a lot to her and she commented that Seaside Park is a gem park in the city. She said the matter needs to be thought through. And although she is in favor of solar energy, she felt that another area for the facility should be considered. She said they need to think about what they will allow to happen in the city and this project isn't for us.
- A speaker present said they initially came to listen, but she felt compelled to speak due to the fact that there's a charter in place that reads that the matter requires a two-thirds vote by the city council, noting then that is what's supposed to happen. She said they need to look at three issues tonight and based on that, they should follow procedures and do their job right.
- Peter McKnight mentioned the sea levels that are rising. He thought that solar panel energy would be a good start.
- Onte Johnson stated he was a member of the Sierra Club. He expressed that he was confused why people were having an issue with the so called park land when it hasn't been used at all in the last few years. He mentioned that renewable energy will bring in revenue; create jobs and generate 2.2 megawatts of energy. Overall, he said it's an important project and he was in support of it.
- Eva Canales said they must follow the law and not make up the law. She emphasized that if the Parks Commission says no, it's no.
- A Black Rock resident mentioned three things relevant to the project; 1) solar energy is a way to differentiate Bridgeport from other towns 2) they should maintain Seaside Park as an asset and having open space is helpful to all 3) if they build solar panels, they will need to be surrounded by a lot of barbed wire that would

cause a hazard to the public. She said that although she was in support of solar energy, she doesn't want it in that location.

- o Linda Brillstein stated that she was committed to living in a green city. She mentioned that she was present to vote at the Parks Commission meeting and they decided that Seaside Park should not be used for a solar facility.

Mayor Finch clarified that P.T. Barnum was dead before that part of the park was filled in and it was **never** used as park land and it will never be used as park land. He explained that the property was chosen because it was the only closed landfill in the city. He further stated that development on closed landfills is becoming more common in different parts of the country. He expressed that although he appreciated the emotions of the people that spoke tonight, there is no other appropriate space in the city for the project. He pointed out that a solar facility is generally not constructed in an industrial area. He urged everyone to support the project to help bring the city into the next century.

Council member Torres stated that for most of the south end and Captains Cove was previously marsh land. He noted that Seaside was as park during the 1940's and 1950's and it was regrettable what the city did during the 1960's and 1970's. He stated that the landfill was created on the land and it should never have been done.

Council member Halstead stated that he understands the landfill used to be a dump, however; the fact that it's park land and there to enjoy the view of Long Island Sound and Black Rock is an asset.

Council member Taylor-Moye stated that Seaside Park is in her district. She relayed that although she listened to many good points about wanting solar energy, she was also getting mixed signals in regard to what the residents really want. She emphasized that no one used that portion of the park. She recalled that although Ms. Filo's young daughter expressed that the land was a gift, she stressed that it's not a gift for a child. She said her concern is for the children to ensure that something is placed there that is vital and would benefit the city.

Council member Swain expressed that there were great speakers and comments on both sides, but she felt that the city council should follow the rules. Mayor Finch stated that the city council shared that enthusiasm.

Hearing none, the public hearing was closed.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 6, 2014

**** COUNCIL PRESIDENT McCARTHY MOVED TO ACCEPT THE MINUTES**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

32-13 Mayor Finch announced that the following item had been **withdrawn**:
Communication from Mayor re: Appointment of Ricardo Griffith (D) to the WPCA Commission, referred to Miscellaneous Matters Committee.

**** COUNCIL PRESIDENT McCARTHY MOVED TO REFER THE REMAINING COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**** COUNCIL MEMBER PAOLETTO SECONDED**

26-13 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Gregory Jetter, referred to Miscellaneous Matters Committee.

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32-13 Communication from Mayor re: Appointment of Ricardo Griffith (D) to the WPCA Commission, referred to Miscellaneous Matters Committee. - **WITHDRAWN**

33-13 Communication from Mayor re: Appointment of Mack Henry Allen Jr. (D) to the Ethics Commission, referred to Miscellaneous Matters Committee.

- 34-13** Communication from Deputy Chief Administrative Officer Citi-Stat re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.08 City Contract and Purchasing Procedures, amend Sections 3.08.070 Purchasing Procedure and Section 3.08.090 Disqualifications of vendors from doing business with the City-Procedure, referred to Ordinance Committee.

- 35-13** Communication from Central Grants re: Grant Submission: National Fish & Wildlife Foundation for 2013 Hurricane Sandy Coastal Resiliency Competitive Grant, referred to Economic and Community Development and Environment Committee.

- 36-13** Communication from Central Grants re: Grant Submission: State Department of Economic & Community Development Special Act Grant for the Black Rock Business District Improvement Project, referred to Economic and Community Development and Environment Committee.

- 37-13** Communication from Deputy Chief Administrative Officer Citi-Stat re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 15.08 Building Permits and Fees, amend Sections 15.08.010 Building permit and related fees and Section 15.08.020 Building permits to be withheld due to delinquent taxes and user fees, referred to Ordinance Committee.

- 38-13** Communication from Deputy Chief Administrative Officer Citi-Stat re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.12 Equal Opportunity Requirements for Contractors, amend Section 3.12.130 Minority Business Enterprise Program, referred to Ordinance Committee.

- 39-13** Communication from Deputy Chief Administrative Officer Citi-Stat re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program, amend Sections 8.76.020 Definitions, Section 8.76.040 Enforcement and adding New Section 8.76.052 Allocation of Capital Gain referred to Ordinance Committee.

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar. There were none heard.

The Assistant City Clerk read the consent calendar items into the record:

- *23-13** Contracts Committee Report re: Resolution concerning Tax Cooperation Agreement with Housing Authority regarding Maplewood Court Apartments.

***25-13** Contracts Committee Report re: Lease-Purchase Agreement with PNC Equipment Finance, LLC for a Tractor at D. Fairchild Wheeler Golf Course.

***24-13** Budget & Appropriations Committee Report re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$100,000,000).

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

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

13-13 Contracts Committee Report re: Resolution concerning Ground Lease with United Illuminating Company to facilitate the construction of a Solar Electricity-Generating Facility on the Landfill near Seaside Park and the construction of a Fuel Cell Facility on Adjacent Land.

**** COUNCIL PRESIDENT McCARTHY MOVED TO TABLE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Other business:

Point of personal privilege

Council member Brannelly thanked all the speakers that spoke in support for or against item 13-13. She stated that she was disappointed by lack of public at the Parks Commission meeting last night. She stated that if the item had been voted on tonight, she would have voted against it due to the determination of the Parks Commission.

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

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER SWAIN MOVED TO REFER RE: ORLANDO LOPEZ v. MORALES, et al., 13-CV-127 (AWT) TO THE MISCELLANEOUS MATTERS**

**COMMITTEE FOR DISCUSSION, REVIEW AND POSSIBLE APPROVAL OF
SETTLEMENT**

- ** COUNCIL MEMBER PAOLETTO SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

ADJOURNMENT

- ** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN**
- ** COUNCIL PRESIDENT McCARTHY SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:20 p.m.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III



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

ASSOCIATE CITY ATTORNEYS

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

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

COMM. #26-13 Referred to Miscellaneous Matters Committee
on 02/18/2014

January 30, 2014

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

RE: Gregory Jetter v. City of Bridgeport and Jose G. DaSilva
Docket No.: CV-09-5025606-S

RECEIVED
CITY CLERK'S OFFICE
2014 FEB - 6 P 3:10
ATTEST
CITY CLERK

Honorable Members:

This is a civil action against the City of Bridgeport regarding Jose G. DaSilva, a Public Facilities employee. The case is seeking money damages for the permanent personal injuries sustained, including pain, suffering, scarring, medical treatment and surgery required as a result of the accident caused by Mr. DaSilva.

FACTS:

On or about February 22, 2008, at approximately 9:00 pm, Mr. DaSilva negligently and carelessly drove a Mack Truck snow plow bearing plate number 598 BPT across the center line on Harral Avenue into a vehicle driven by Tamala Jones in which Gregory Jetter was a passenger. Mr. DaSilva also stuck several parked cars. It was determined that while Mr. DaSilva was in the furtherance of his employment, he was also under the influence of alcohol. Inside the Jones' vehicle, Mr. Jetter sustained a neck and back injury. Mr. Jetter claimed injuries at the accident scene and later sought both orthopaedic and chiropractic care.

LAW:

A City of Bridgeport employee may be held liable for injuries or damages caused by their negligence in the operation of a motor vehicle. "Negligence is a breach of duty." "In order to establish a prima facie case of negligence, a plaintiff must show that: (1) the defendant owed a duty of care to the plaintiff; (2) the defendant breached that duty of care; (3) the defendant's negligent acts constituted both the actual and proximate cause of the plaintiff's injuries; and (4) the plaintiff suffered actual damages." See Connecticut Actions and Remedies, Daniel C. Pope (1996).

City Council
January 30, 2014
Page Two

Contributory negligence under the right factual scenario would be available as a defense. Based on the Police Report, as well all of the other facts and evidence in this case, the defense of contributory negligence would not be applicable. Mr. DaSilva was clearly at fault.

Pursuant to Connecticut General Statutes Section 7-465, the City of Bridgeport is responsible to indemnify its employees for damages to which they become liable due to their negligence. In addition Connecticut General Statutes Section 52-183 states, "[i]n any civil action brought against the owner of a motor vehicle to recover damages for the negligent or reckless operation of the motor vehicle, the operator, if he is other than the owner of the motor vehicle, shall be presumed to be the agent and servant of the owner of the motor vehicle and operating in the course of his employment." Here, while negligent and careless, Mr. DaSilva was operating the snow plow in the course of his employment.

INJURIES AND DAMAGES:

Mr. Jetter alleged to have sustained injuries to his cervical and lumbar spine.

Following the accident he was taken by ambulance to the hospital. He was seen and treated at St. Vincent's Medical Center. He thereafter sought both orthopaedic and chiropractic care with Dr. Katz, Dr. Hochman and Dr. Kazcanosky. In addition to undergoing various therapies and diagnostic tests, Mr. Jetter underwent pain management with Dr. Anand. Ultimately on April 12, 2012, while incarcerated, Mr. Jetter underwent a cervical corpectomy at C5 and fusion from C4-C6.

His medical expenses retrieved were \$11,899.26 and remain outstanding. This may not include the full cost of the surgery and hospitalization due to the procedure being performed while incarcerated.

The permanent partial impairment to the cervical spine is 15-17% as determined by Dr. Eric Katz, a treating orthopedic surgeon. Dr. Katz estimates future medical treatment needed to be difficult to access but probably several thousand dollars.

City Council
January 30, 2014
Page Three

ANALYSIS:

Mr. Jetter based on all of the evidence and information would recover against the defendants. It is merely a question of how much would he recover. His counsel initially demanded \$350,000.00 to settle the case.

Similar injury cases settled and tried in front of Judges and Juries have resulted in settlements and awards in the \$275,000.00 to \$500,000.00 range. Mr. Jetter based on his potentially admissible criminal record and history probably would not, however, be a very sympathetic plaintiff. The clear negligence and involvement of alcohol however by the city driver would seem to somewhat balance the standing of the parties. One can never be sure how a jury would react however and the city is now in a good position to settle this matter reasonable and avoid any large potential exposure.

Through negotiations a reasonable settlement figure has been worked out. The Plaintiff has agreed to accept one hundred sixty nine thousand (\$169,000.00) dollars in full and final settlement of this case. This figure is considerably lower than the amount a Jury is likely to award. The defendants are to be provided a general release.

CONCLUSION AND RECOMMENDATION:

Should this case be resolved by a Jury at Trial, it is quite possible that the Plaintiff would recover substantially in excess of the settlement negotiated. It is unlikely that a jury would award less than the settlement figure. Based on the above and therefore in the best interests of the City of Bridgeport, this office strongly recommends a full and final settlement of this matter in the amount of one hundred sixty nine thousand (\$169,000.00) dollars.

Respectfully submitted,



R. Christopher Meyer
Assistant City Attorney

RCM:rcm



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH

Mayor

DAVID M. KOORIS
Director

COMM. #27-13 Referred to ECD&E Committee on 02/18/2014

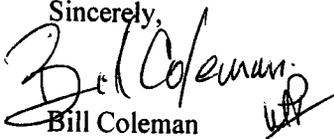
City Clerk
45 Lyons Terrace
Bridgeport, CT 06605
January 31, 2014

Re: A Resolution Concerning Disposition of City Owned Property to Achievement First Bridgeport Academy Elementary School and Ordering a Public Hearing Relative to the Same

Dear City Clerk:

Attached please find a resolution authorizing the disposition of seven properties to Achievement First and requesting a public hearing regarding this action. The properties are as follows: 1390 Pembroke Street; 1380 Pembroke Street; 631 Stillman Street; 588 Berkshire; 584 Berkshire; 570 Berkshire; and an interior lot (all as more particularly described in the resolution). This resolution and the request for the public hearing should be referred to the Economic and Community Development and Environment Committee.

Sincerely,


Bill Coleman

Director of Neighborhood Development

CC: Mayor Finch
Andrew Nunn, CAO
Alanna C. Kabel, DCAO Atty.
R. Liskov, City Attorney
David Kooris, Director
OPED

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 FEB - 6 A 11: 29

**A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL
REGARDING THE DISPOSITION AND REDEVELOPMENT OF
CITY LAND TO ACHIEVEMENT FIRST BRIDGEPORT ACADEMY ELEMENTARY
SCHOOL**

WHEREAS, Achievement First Bridgeport Academy Elementary School (the “Developer”), a high-performing Charter School, has proven to provide quality education to inner-city students in a cost-effective manner;

WHEREAS, the City of Bridgeport desires to cultivate the establishment of high performing Charter schools in Bridgeport;

WHEREAS, as Achievement First Bridgeport Elementary school grows to full scale, they are experiencing the need for additional space;

WHEREAS, the Developer is the owner of 655 Stillman Street, and operates its Academy Elementary School at this address; and

WHEREAS, the Developer is proposing to purchase seven small city-owned lots that are adjacent to their current school,

WHEREAS, the Developer will make significant investment into these city-owned properties including cleaning up the environmental hazards, adding an addition to the existing Academy, constructing additional parking for the school, constructing a driveway for bus pick up and drop off, adding a grass playing field, and adding attractive landscaping;

WHEREAS, the seven specific city-owned lots (known individually as the “Parcels,” and collectively as the “Site”) consist of the following addresses:

- Block/Lot #1723-1 (1390 Pembroke Street)
- Block/Lot #1723-2 (1380 Pembroke Street)
- Block/Lot #1723-9 (631 Stillman Street)
- Block/Lot #1723-19 (588 Berkshire Avenue)
- Block/Lot #1723-20 (584 Berkshire Avenue)
- Block/Lot #1723-21 (570 Berkshire Avenue)
- Interior Lot, bounded by block/lot #'s 1723-4, 1723-8, 1723-9, 1723-10 & 1723-21;

WHEREAS, the Parcels were appraised on February 15, 2013, and the values are as follows:

- Block/Lot #1723-1 (1390 Pembroke Street) - **\$25,000**
 - Block/Lot #1723-2 (1380 Pembroke Street) - **\$25,000**
 - Block/Lot #1723-9 (631 Stillman Street) - **\$25,000***
 - Block/Lot #1723-19 (588 Berkshire Avenue) - **\$25,000**
 - Block/Lot #1723-20 (584 Berkshire Avenue) - **\$25,000**
 - Block/Lot #1723-21 (570 Berkshire Avenue) - **\$25,000**
 - Interior Lot, bounded by (block/lot #'s) 1723-4, 1723-8, 1723-9, 1723-10 & 1723-21 - **\$10,000***
- * Value is derived from the square footage value of surrounding parcels*

WHEREAS, the total value, as appraised, with the assumption of no environmental issues, comes to **\$160,000** (One Hundred Sixty Thousand Dollars);

WHEREAS, the Developer performed Phase I & II Environmental Site Assessments in order to determine if any environmental areas of concern exist on the site;

WHEREAS, the results of these assessments show that the Site contains significant amounts of urban fill material that is above the direct exposure limit for residential applications and also has asbestos containing material;

WHEREAS, the Developer anticipates the need to remove and properly dispose of some of this urban fill material, at an estimated total cost of **\$687,499 (Six Hundred Eighty Seven Thousand Four Hundred Ninety Nine)**;

WHEREAS, the Developer is willing to purchase the Site from the City of Bridgeport for **\$50,000** (Fifty Thousand Dollars) and is further willing to conduct the required environmental clean-up at its own cost, and is willing to accept the environmental liability associated with Site;

WHEREAS, it is in the best interest of the City to clean-up the blighted condition of the Site and to facilitate its redevelopment, especially if these actions can be achieved at the sole expense of a responsible private developer; and

WHEREAS, the Developer and the City of Bridgeport are willing to enter into an agreement to sell (Site) that would include appropriate protections for the City, possibly including a right of reversion and/or first refusal, should Achievement First seek to transfer title to or use of (Site) for some use other than educational purposes or prior to a term of years to be mutually agreed upon;

Now, Therefore, be it Resolved, that the Mayor or the Director of the Office of Planning and Economic Development, or their designee, is authorized to take any and all actions necessary to transfer the Site to the Developer at a price of no less than **\$50,000** (Fifty Thousand Dollars) under conditions consistent with the terms of this Resolution, and to take all other actions, execute all documents, and do all other things required in regard to this matter that are in the best interests of the City of Bridgeport.



Achievement First
Bridgeport Academy Elementary School

Mr. David Kooris, Director
Office of Planning and Economic Development
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

October 23, 2013

Revised: December 5, 2013

Revised: January 16, 2014

Dear Mr. Kooris,

We are pleased to submit this second revision of our proposal for the acquisition of parcels of land adjacent to Achievement First Bridgeport Elementary School.

As you are aware, Achievement First Bridgeport Academy Elementary School is a public charter school located at 655 Stillman Street in Bridgeport. We have operated our elementary school at this site since our inception in 2010. The school currently houses grades kindergarten through 3rd grade and will be fully grown with kindergarten through 4th grade during the 2014-15 school year. The student population is selected through a blind lottery and comes solely from the City of Bridgeport.

Since purchasing the property at 655 Stillman Street in 2010, we have invested more than one million dollars into this property. We have made code improvements, life safety improvements, done environmental remediation, and a slew of cosmetic improvements inside and outside the building. We have worked hard to create strong educational opportunities for Bridgeport children in this space, as well as foster a very positive neighborhood presence in this neighborhood.

As AF Bridgeport Elementary school grows to full scale, we are experiencing the need for additional space. As a result, we are proposing to purchase seven very small lots that are adjacent to our current school. We anticipate making significant investments into these properties - cleaning up the environmental hazards that are onsite, providing additional school building space, and adding attractive landscaping and grounds that will be an asset to the neighborhood. Specifically, we intend to build an addition, provide additional parking for the school and provide a driveway





Achievement First Bridgeport Academy Elementary School

for bus pick up and drop off. We will, of course, adhere to all City of Bridgeport zoning and site plan requirements associated with any future development.

Because additional space is needed for its program, Achievement First Bridgeport Academy is proposing to purchase the following real property from the City of Bridgeport:

- Block/Lot #1723-1 (1390 Pembroke Street)
- Block/Lot #1723-2 (1380 Pembroke Street)
- Block/Lot #1723-9 (631 Stillman Street)
- Block/Lot #1723-19 (588 Berkshire Avenue)
- Block/Lot #1723-20 (584 Berkshire Avenue)
- Block/Lot #1723-21 (570 Berkshire Avenue)
- Interior Lot, bounded by block/lot #'s 1723-4, 1723-8, 1723-9, 1723-10 & 1723-21

The appraised values of these properties are as follows.

- Block/Lot #1723-1 (1390 Pembroke Street) - **\$25,000**
- Block/Lot #1723-2 (1380 Pembroke Street) - **\$25,000**
- Block/Lot #1723-9 (631 Stillman Street) - **\$25,000***
- Block/Lot #1723-19 (588 Berkshire Avenue) - **\$25,000**
- Block/Lot #1723-20 (584 Berkshire Avenue) - **\$25,000**
- Block/Lot #1723-21 (570 Berkshire Avenue) - **\$25,000**
- Interior Lot, bounded by (block/lot #'s) 1723-4, 1723-8, 1723-9, 1723-10 & 1723-21 - **\$10,000***

** Value is derived from the square footage value of surrounding parcels*

The total value of these sites, assuming clean sites with no environmental issues, is **\$160,000**.

We have performed environmental due diligence on these sites. Phase I & II Environmental Site Assessments have been conducted to determine if any environmental areas of concern exist on the site. The results of these assessments show that the sites contain significant amounts of urban fill material that is above the direct exposure limit for residential applications and also has asbestos containing material. Given that our plans for the site include a building, a driveway/parking lot and an outdoor grass playfield, we anticipate the need to remove and properly dispose of some of this urban fill material. The cost for this removal and disposal is estimated to total **\$687,499**.





Achievement First
Bridgeport Academy Elementary School

We propose to the City that we pay \$50,000 for these seven properties and accept environmental liability associated with these parcels, which is an estimated value of \$687,499. Additionally, we propose to aim for a closing date on the parcels of June 1, 2014.

To substantiate the value and costs described in this letter, please see the following attachments:

- Exhibit A: Copies of appraisals performed by Vimini Associates
- Exhibit B: Phase II ESA documenting the urban fill and asbestos containing material, area calculations from a third-party estimating the soil area that will be disturbed, costs for removal and disposal of this urban fill, and cost estimates for the required excavation, loading, backfill and trucking & disposal of the contaminated soil

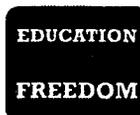
If this proposal is approved by the City Council, Achievement First Bridgeport Inc. is prepared to move forward quickly with drafting of legal purchase and sale agreements and closing on the properties. We are also available to meet to review any and all of the information contained in this proposal.

Thank you very much for your support for this school and for this neighborhood. We look forward to partnering with the City on this effort.

Sincerely,

Andrew Boas
Board Chair, Achievement First Bridgeport Academy Inc.

cc: Mayor Finch





- | | | |
|--|---|--|
|  Properties for Disposition |  Buildings |  Streets |
|  Achievement First |  Parcels |  Water Bodies |

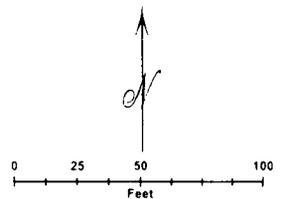


Exhibit B: Environmental Due Diligence and Cost Estimates

Phase I Environmental Site Assessment: As part of its normal due diligence, Achievement First Bridgeport Academy, Inc. performed a Phase I environmental site assessment on the following parcels: 1380 & 1390 Pembroke Street and 570, 584, & 588 Berkshire Avenue. The Phase I recommended a Phase II environmental site assessment.

Phase II Environmental Site Assessment: Achievement First Bridgeport Academy hired Fuss & O'Neill Inc. to perform a Phase II environmental site assessment on following parcels. The Phase II environmental investigation indicated that each of the parcels have historical residential structures found throughout the site to up to nine feet below grade. In addition, soil test results show that fill contains petroleum hydrocarbons, PAHs, PCBs, and lead above clean-up standards applicable to regulated sites in Connecticut, as well as asbestos-containing building materials. Given the intended use for this property, extensive remediation work is required.

Environmental Remediation Cost Estimate: Third-party estimates were secured to determine the estimated cost of environmental remediation. All third party estimates are included and summarized below.

Area and Volume Affected by Environmental Contaminants:

Description	Area (sf)	Depth (ft)	Cubic Foot Volume (Area x Depth)	Cubic Yard Volume (Area x Depth)
Building Footprint	12,744	4	50,976	1,888
Pavement/Walk Area	8,088	1	8,008	297
Grass / Landscaping	10,734	2	21,468	795
TOTALS	31,486	----	80,452	2,980

Area affected provided by Rose Tiso & Co. See attached documentation.

Weight Calculations for ACM and Non-ACM containing soil:

Soil Type	Total Volume of Soil (yd ³)	Total Tons (1.5 tons/yd)
ACM containing (75%)	2,235	3,352
Non-ACM containing (25%)	745	1,117
TOTALS	2,980	4,470

Percentages for ACM and non-ACM containing soil obtained through verbal conversation with environmental consultant.

Cost Summary:

Activity	**Unit Cost (\$)	UM	yd ³	Total
Excavation, stockpiling and loading	\$25	yd ³	2,980	\$74,493
Clean backfill (labor and material)	\$35	yd ³	2,980	\$104,290
Activity	** Unit Cost	UM	Tons	Total
Trucking and Disposal – ACM containing material	\$122	Ton	3,352	\$408,964
Trucking and Disposal – Non-ACM containing soil	\$49	Ton	1,117	\$54,752
Activity	** Unit Cost	UM	Loads	Total
Liners for dump trucks (30 tons per load)	\$300	Ea.	150	\$45,000
TOTAL				\$687,499

***Unit cost for excavation, stockpiling and clean backfill provided by Mizzy Construction and unit costs for transportation and disposal of contaminated soils provided by Pro-Teck. Please see backup documentation.*



FUSS & O'NEILL

September 19, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities
Achievement First
403 James Street
New Haven, CT 06513

RE: Phase II Environmental Site Assessment (ESA)
1380 & 1390 Pembroke Street
570, 584, 588 Berkshire Avenue
Bridgeport, Connecticut
Fuss & O'Neill Inc. No. 20130891.A10

Fuss & O'Neill, Inc. is pleased to provide you with this report of our Phase II Environmental Site Assessment (Phase II ESA) for the above-referenced property (hereinafter the "Site"). It is our understanding that the Site may be redeveloped as part of a future expansion of the Luis Munoz School.

The purpose of this Phase II ESA was to investigate subsurface conditions prior to redevelopment of the Site. A Phase I ESA conducted by Triton Environmental Inc. (Triton) in March 2013 identified the potential for urban fill, fill associated with previous building components, the possibility of abandoned underground storage tanks (USTs), and the potential for groundwater to be impacted by off-site sources (i.e.: fueling stations and a dry cleaner).

Phase II investigative activities included a ground penetrating radar (GPR) survey and the installation of eight test pits. Our findings from the investigation included the following:

- Our GPR survey revealed no anomalies indicative of buried USTs or areas indicative of heavy fill material.
- Fill material associated with historical residential structures was found throughout the Site at depths of up to nine feet below grade. Soil analytical results confirmed that the fill material contained concentrations of petroleum hydrocarbons, polynuclear aromatic hydrocarbons (PAHs), lead, and polychlorinated biphenyls (PCBs) above clean-up standards applicable to regulated sites in Connecticut.

146 Hartford Road
Manchester, CT
06040
† 860.646.2469
800.286.2469
f 860.533.5143

www.fando.com

Connecticut
Massachusetts
Rhode Island



Mr. Michael Kerin
Achievement First
September 19, 2013
Page 2

Background

Physical Description:

The Site, 1380 and 1390 Pembroke Street, 570, 584, and 588 Berkshire Avenue, is located on the south side of Berkshire Avenue and the east side of Pembroke Street in a municipal school zone of Bridgeport, Connecticut (Fairfield County). A portion of a United States Geological Survey (USGS) topographic map showing the Site location is provided as *Figure 1* (USGS, 1984).

According to City records, the Site is comprised of five parcels totaling 0.73-acres. All the parcels, except 1380 Pembroke Street, are owned by the City of Bridgeport. Bridgeport Redevelopment owns 1380 Pembroke Street. The Site is currently an open field with several picnic tables and a storage trailer used by the Luis Munoz School to store sports equipment. The school uses the field as pick-up/drop-off area for the school buses. A Site plan that depicts the current layout of the Site is provided as *Figure 2*.

Site Geology:

Surficial material at the Site is mapped as sand and gravel. As described below, surficial material encountered at the Site during the test pit program consisted of urban fill materials such as brick and asphalt intermixed fine to medium sand and gravel. Urban fill was encountered up to a depth of nine feet below grade. Native material below the urban fill consisted of fine to medium sand and gravel.

Bedrock beneath the Site is mapped as Pumpkin Ground Member of Harrison Gneiss, a gray to spotted, medium- to coarse- grained, foliated Gneiss; and schist to granulite member of the Trap Falls Formation, which is an interlayered gray to silvery schist. Depth to bedrock is deeper than the maximum depth of the test pits (greater than 13.5 feet below grade).

Site Hydrogeology:

The nearest surface water body, Stillman Pond, is approximately 1,100 feet east of the Site. Stillman Pond is classified by the Connecticut Department of Energy and Environmental Protection (DEEP) as a Class B surface water body. Designated uses of such inland surface waters are for recreational use, fish and wildlife habitat, agricultural and industrial supply and other legitimate uses including navigation (CTDEP, 2011). Groundwater was not encountered up to depth of 13.5 feet below grade during the test pit program.



Mr. Michael Kerin
Achievement First
September 19, 2013
Page 3

The quality of groundwater beneath the Site is classified by the Connecticut Department of Energy and Environmental Protection as GB (DEEP, 2011). Such groundwater is presumed not to be suitable for human consumption without treatment and is suitable for industrial process water and cooling waters (CTDEP, 2011)

The direction of groundwater flow within the surficial geological unit is influenced by a number of factors, including the physical characteristics of the geological unit (such as particle size), the local topography, the presence of surface water bodies, the depth to bedrock, and the type of aquifer. For an unconsolidated, unconfined aquifer, groundwater generally flows in the direction of the greatest topographic gradient. Based on USGS mapping, field observations of the local topography, and surface water hydrology, the inferred groundwater flow direction is to the east/southeast.

Site History:

The five parcels that comprise the Site were historically occupied by five residential structures from prior to 1913 to 1996, when they were reportedly razed. Since 1996, the Site has been occupied by an open grassy field.

Previous Investigations

Triton Environmental Inc. (Triton) conducted a Phase I Environmental Site Assessment (ESA) in March 2013 that identified the following areas of concern (AOC):

AOC	Description	Constituent of Concern	Potential Release Mechanism
1	Potentially Impacted Fill Material	Metals, ETPH, PAHs, PCBs	Impacted fill material may have historically been deposited at surface of the Site or may have been buried at the Site when the buildings were razed.
2	Potential Releases from Previous Building Components	PCBs, Lead, Asbestos	Releases to surficial soil from previous site buildings including peeling/chipping paint, leaching from caulks sealants or other materials. Building materials could have been buried on site when the buildings were razed
3	Potential Impacts to groundwater from Off-Site sources	ETPH, VOCs, Metals, and PAHs	Impacted groundwater from nearby properties may be migrating beneath the Site.



Mr. Michael Kerin
Achievement First
September 19, 2013
Page 4

Supplemental Phase II ESA Sampling Procedures

The tasks described in this section were conducted to investigate the AOCs identified by Triton:

Ground-Penetrating Radar Services: A GPR survey was conducted to determine if abandoned underground structures remain at the Site in the vicinity of the former buildings, as depicted in *Figure 2*.

Call-Before-You-Dig Notification: Fuss & O'Neill personnel visited the Site prior to the test pit excavation to mark sample locations. The State "Call Before You Dig" utility locating mark-out was contacted, as required by State Law so that subsurface activities could be completed.

Test Pits: On August 26, 2013 a Fuss & O'Neill scientist and Lucas Excavating, LLC met at the Site to excavate eight test pits to evaluate soil within locations of the former structures. Seven of the test pits were installed within areas where releases could potentially have occurred from former structures at the Site. One of the test pits (TP-07) was installed to determine if fill was present outside the building structures. Test Pit logs are provided in *Attachment A*.

In general, each test pit was excavated up to ten feet below grade and was inspected to determine if petroleum products or hazardous materials have impacted soil. Fill material extended to nine feet below grade and included the following materials:

- Concrete, asphalt, and brick fragments
- Metal fencing
- Wood
- Plastic
- Bicycle frame
- Glass pieces

Native soil was encountered below the fill material. Based on our observations, eight soil samples were collected from the test pits for analysis of extractable total petroleum hydrocarbons (ETPH) using Connecticut Department of Public Health methodology, polycyclic aromatic hydrocarbons (PAHs) using USEPA method 8270, total arsenic and/or total lead. In addition, polychlorinated biphenyls (PCBs) were collected at two test pit locations



Mr. Michael Kerin
Achievement First
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(TP-04 and TP-06) within the fill material. Furthermore, building materials that were suspected to contain asbestos were analyzed at two test pit locations (TP-01 and TP-04).

The samples were analyzed using USEPA-approved methods and in accordance with Connecticut's Reasonable Confidence Protocols (RCPs). A copy of the laboratory analytical reports is provided in *Attachment B*. A copy of the asbestos analytical report is provided in *Attachment C*. A review of the Reasonable Confidence Protocol packages prepared by the analytical laboratory confirms that the collected data are usable for their intended purpose of identifying if releases have occurred to soil from historic Site operations.

Phase II Sampling Results

Soil samples were collected within areas where releases could have potentially occurred from historical operations. The results of the soil sampling are described below.

Physical Observations

Figure 2 depicts the test pits locations. As described in the test pit logs provided in *Attachment A*, we made the following physical observations.

- Historically the majority of the Site was occupied by residential structures that were razed in 1996. Soil that we would classify as urban fill material, likely associated with the demolition of the previous structures on the Site, was encountered in all of the test pits.
- The urban fill contains a variety of materials that likely are related to the demolition of the previous structures at the Site. This includes concrete, asphalt, and brick fragments, plastic, wood, glass, and in one case, metal fencing.
- There was no evidence of staining and no odors were detected in the subsurface soils exposed by the test pits.
- We encountered a concrete slab in five of the test pits (TP-02 through TP-06) along the northern and western Site boundaries. The depth to the slab varied from 3.5 feet in the northeast corner of the site to 7.0 feet in the northwest corner of the site.



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- The backhoe was unable to penetrate the slab, except at one test pit in the western portion of the Site (TP-06). At this location, soil beneath the slab appeared to be native (non-fill) material.
- Maximum depth of the test pits was 13.5 feet. Groundwater was not encountered to that depth.

Analytical Results

Soil samples were collected and analyzed for ETPH, PAHs, lead and arsenic. In addition, two samples were collected for PCBs. Furthermore, building material we suspected may contain asbestos was analyzed at two test pit locations. *Table 1* provides a summary of analytical results. Laboratory analytical data are provided in *Attachment B*. Analytical results were compared to the Residential Direct Exposure Criteria (Res DEC) in the Remediation Standard Regulations to determine whether the soil would need to be addressed during development of the site. Results were generally as follows:

- Polycyclic Aromatic Hydrocarbons (PAHs): 7 of 8 samples above Res DEC
- Total Petroleum Hydrocarbons (ETPH): 1 of 8 samples above Res DEC
- Lead: 3 of 8 samples above Res DEC
- PCBs: 1 of 2 samples above Res DEC
- Asbestos: 2 of 3 samples tested positive for asbestos (material looked like transite siding). The positive tests were found in test pit TP-04.

The detection of constituents such as those listed above is typical for urban fill materials associated with the demolition of residential structures built in the early 20th century.

REGULATORY EVALUATION

Based on our review of the 2013 Triton Phase I, the site does not meet the definition of an “establishment” subject to the terms of the Property Transfer Law; therefore, the Site is currently not subject to the investigation and remediation requirements of this law. In addition, we understand that the Site is not subject to an order to abate pollution from the Department of Energy and Environmental Protection (DEEP) and has not been entered into a voluntary clean-up program administered by the DEEP. Lastly, the conditions detected at the Site during this Phase II ESA do not trigger the reporting requirements of Connecticut’s Significant Environmental Hazard Reporting Law.



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Page 7

Therefore, there are no current regulatory requirements to report or investigate the conditions identified during this Phase II ESA nor are there any requirements to remediate these conditions in accordance with Connecticut's Remediation Standard Regulations (RSRs). However, to provide a point of comparison, in *Table 1* we provide baseline clean-up criteria specified in the RSRs. Note that we have provided these criteria for preliminary comparison purposes and that the extent and magnitude of the impacts would need to be confirmed before final comparisons to regulatory clean-up criteria could be made. As presented in the tables, detected concentrations of constituents of concern exceeded baseline clean-up criteria at some locations.

CONCLUSIONS AND RECOMMENDATIONS

One issue of environmental concern were identified and investigated during this Phase II investigation:

- Fill material associated with historical residential structures was found throughout the Site at depths of up to nine feet below grade. Soil analytical results confirmed that the fill material contained concentrations of petroleum hydrocarbons, PAHs, PCBs, and lead above clean-up standards applicable to regulated sites in Connecticut. In addition, several asbestos-containing building materials were identified in one of the eight test pits.

Although there is no regulatory requirement to address the impacted material, we understand that the Site will be redeveloped and that soil impacted by urban fill and historical operations will be encountered during construction activities. We recommend that a soil management plan be developed. This plan should be implemented during construction activities to ensure that impacted materials are handled in a manner that is protective of human health and the environment and that the developed Site is appropriate for its intended use. The soil management plan should include the following general guidelines:

- Urban fill material at the Site should be managed on-site to the degree possible. If excess fill material is generated that needs to be removed from the Site, analytical testing of the material is recommended to evaluate reuse and disposal options.
- If there is excess urban fill materials that cannot be managed on-site, the material will need to be characterized and most or all of the material will likely require disposal as contaminated material at a licensed facility.



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Page 8

- At least some of the urban fill contains asbestos-containing materials, likely associated with the buildings that were demolished at the site. If material is to be transported off-site, it will need to go to a facility licensed for asbestos-containing materials.
- The contractor that removes the asbestos-containing soil will need to have the appropriate training and licenses from OSHA to conduct the work and will need to take certain precautions during excavation activities
- Geotechnical characteristics of urban fill (particularly the presence of wood) need to be considered when designing the building. Some of this material will likely need to be removed to make the building footprint geotechnically suitable.

A soil management plan/specification that incorporates and further refines the recommendations provided above should be developed. Thank you for the opportunity to conduct this work. Please contact us if you have any questions or need further assistance.

Sincerely,

Marilee D. Gonzalez
Senior Analyst

John B. Hankins, LEP, CPG
Senior Vice President

Attachments:

Figure 1- Site Location Map
Figure 2 – Test Pit Locations

Table 1 – Summary of Soil Analytical Results

Attachment A – Fuss & O'Neill's Test Pit Logs
Attachment B – Phoenix Laboratory Analytical Data
Attachment C – Asbestos Laboratory Analytical Data

APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT
1390 Pembroke Street
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1986

February 15, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: The City of Bridgeport
1390 Pembroke Street, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute. In addition, this report conforms to the requirements of the Comptroller of the Currency Administrator National Banks (OCC) under Title XI FIRREA as well as Banking Circular BC-225. It is assumed that the reader of this report has a basic understanding of appraisal methodology and real estate.

The subject property is located in the "East Side" of Bridgeport, more specifically, along the southeasterly corner of Pembroke Street and Berkshire Avenue. The property consists of a basically rectangular parcel of land, with average measurements of 49.20 feet, more or less, by 100 feet, more or less. As per the tax assessor's records, the parcel is 4,996 square feet, or 0.11 acre, in size. As per the legal description, the parcel fronts 49.25 feet, more or less, along Pembroke Street and 100 feet, more or less, along Berkshire Avenue. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: The City of Bridgeport
1390 Pembroke Street
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

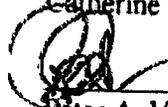
Market value derived herein is based on that of a current sale; one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

**Note: The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over past years. No other evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection; however, the inspection was limited to exterior visual observations. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.*

Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Vimini, MAI

APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT
570 Berkshire Avenue
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1968

February 15, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: The City of Bridgeport
570 Berkshire Avenue, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute. In addition, this report conforms to the requirements of the Comptroller of the Currency Administrator National Banks (OCC) under Title XI FIRREA as well as Banking Circular BC-225. It is assumed that the reader of this report has a basic understanding of appraisal methodology and real estate.

The subject property is located in the "East Side" of Bridgeport, more specifically, along the southerly side of Berkshire Avenue, east of Pembroke Street. The property consists of a basically rectangular parcel of land; as per the tax assessor's records, the parcel is 7,448 square feet, or 0.17 acre, in size. As per the legal description, the parcel fronts 47.4 feet along Berkshire Avenue. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: The City of Bridgeport
570 Berkshire Avenue
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

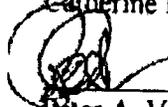
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Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Virini, MAI

APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT
584 Berkshire Avenue
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1966

February 15, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: The City of Bridgeport
584 Berkshire Avenue, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

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The subject property is located in the "East Side" of Bridgeport, more specifically, along the southerly side of Berkshire Avenue, east of Pembroke Street. The property consists of a basically rectangular parcel of land; as per the tax assessor's records, the parcel is 7,399 square feet, or 0.17 acre, in size. As per the legal description, the parcel fronts 47.4 feet along Berkshire Avenue. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: The City of Bridgeport
584 Berkshire Avenue
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

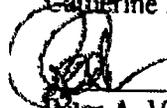
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Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Vimini, MAI

APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT
588 Berkshire Avenue
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1968

February 15, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: The City of Bridgeport
588 Berkshire Avenue, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

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The subject property is located in the "East Side" of Bridgeport, more specifically, along the southerly side of Berkshire Avenue, east of Pembroke Street. The property consists of a basically rectangular parcel of land; as per the tax assessor's records, the parcel is 7,200 square feet, or 0.17 acre, in size. As per the legal description, the parcel fronts 47.4 feet along Berkshire Avenue. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: The City of Bridgeport
588 Berkshire Avenue
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

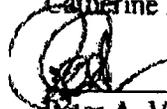
Market value derived herein is based on that of a current sale; one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

**Note: The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over past years. No other evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection; however, the inspection was limited to exterior visual observations. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.*

Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Vimini, MAI

APPRAISAL OF REAL ESTATE

OWNED BY
Bridgeport Redevelopment

LOCATED AT
1380 Pembroke Street
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1968

February 13, 2013

Mr. Michael Kerin, P.E., LEED AP
Director of Facilities, Achievement First Bridgeport, Inc.
403 James Street
New Haven, CT 06513

RE: Bridgeport Redevelopment
1380 Pembroke Street, Bridgeport, CT

Dear Mr. Kerin:

In accordance with your request to perform an appraisal of the above captioned property, I submit this appraisal report. The purpose of this appraisal is to estimate the current market value, as defined in subsequent sections of this report, for acquisition purposes. The opinion of value stated in this report is based upon the highest and best use of the property, and "fee simple" interest ownership. The effective date of this analysis is February 7, 2013, the date of inspection.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute. In addition, this report conforms to the requirements of the Comptroller of the Currency Administrator National Banks (OCC) under Title XI FIRREA as well as Banking Circular BC-225. It is assumed that the reader of this report has a basic understanding of appraisal methodology and real estate.

The subject property is located in the "East Side" of Bridgeport, more specifically, along the easterly side of Pembroke Street, south of Berkshire Avenue. The property consists of a basically rectangular parcel of land, with average measurements of 99.925 feet by 50.245 feet. As per the tax assessor's records, the parcel is 4,986 square feet, or 0.11 acre, in size. As per the legal description, the parcel fronts 50.49 feet, more or less, along Pembroke Street. The parcel is assumed to have an average soil content. Highest and best use of this site would be residential development, as permitted in the Residential-C zoning classification; zoning approval would be required. A more detailed description of the property is provided further in this report.

The opinions of value expressed herein are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in this appraisal report, or attached in the Appendix to this report.

In the preparation of this report, municipal land records were checked and market data researched and analyzed. A personal inspection of the property was performed on February 7, 2013. The opinions discussed throughout this report are based on, and limited to that inspection of the property.

RE: Bridgeport Redevelopment
1380 Pembroke Street
Bridgeport, CT

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the **fee simple interest** of the property, as of February 7, 2013, is the amount of:

Twenty-Five Thousand Dollars
(\$25,000.00)*

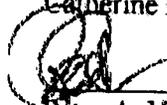
Market value derived herein is based on that of a current sale; one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

**Note: The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over past years. No other evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection; however, the inspection was limited to exterior visual observations. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.*

Respectfully submitted,



Catherine E. Plavcan, Appraiser



Peter A. Virimi, MAI



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #28-13 Ref'd to Public Safety & Transportation Committee on 02/18/2014.

February 10, 2014

To: Fleeta Hudson
From: Renu Gupta *RG*
Re: Resolution: 2013 FEMA AFG Grant- Fire Station Alerting System (#14436)

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for a **Grant for Fire Station Alerting System** from FEMA. The grant will provide funds for purchase and installation of the Fire Station Alerting system.

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

RECEIVED
CITY CLERK'S OFFICE
2014 FEB 11 A 11:00
ATTEST
CITY CLERK



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: **2013 FEMA AFG Grant- Fire Station Alerting System (#14436)**

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The City's Fire Department has requested a total of \$ 253,564 under the Fire Operations and Firefighter Safety portion of 2013 FEMA Assistance to Firefighters Grant. This grant will allow for the purchase of Zetron IP Fire Station Alerting System, a redundant server, PA and backup system upgrade.

CONTRACT DATES: Sept, 2014 to Aug, 2015

PROGRAM GOALS AND OBJECTIVES

Update the old outdated 20 year old system Fire Station Alerting System with a newer one that will improve the communication between the dispatcher and the stations.

IF APPLICABLE

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

Federal: \$228,207

State:

City: \$ 25,357

Other:

FUNDS REQUESTED

Salaries/Benefits:

Telephone:

Staff Training:

Supplies:

Subcontracts: Yes ___ No X

WHEREAS, Federal Emergency Management Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through Assistance to Firefighters Grant and,

WHEREAS, funds under this grant will be used to purchase and install Zetron IP Fire Station Alerting System

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the Federal Emergency Management Agency for funds to provide for the purchase and installation of Zetron IP Fire Station Alerting System

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Federal Emergency Management Agency

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with Federal Emergency Management Agency under the Assistance to Firefighters Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director

COMM. #29-13 Ref'd to Public Safety & Transportation Committee
Central Grants
on 02/18/2014.

February 10, 2014

To: Fleeta Hudson
From: Renu Gupta *Renu Gupta*
Re: Resolution: **2013 FEMA Assistance to Firefighters Grant- SCBA Cylinders (#14345)**

The Central Grants seeks authorization for Mayor Finch to apply and to sign all related documents, contracts and resolutions for a **Grant to purchase SCBA Cylinders for the Fire Department** from FEMA.

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

RECEIVED
CITY CLERK'S OFFICE
2014 FEB 11 A 11:00
ATTN: CITY CLERK



EXECUTIVE SUMMARY

FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE **2013 FEMA Assistance to Firefighters Grant- SCBA Cylinders (#14345)**

RENEWAL _____ NEW X

DEPARTMENT SUBMITTING INFORMATION: Central Grants Department

CONTACT NAME: Renu Gupta

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION:

The City's Fire Department has requested a total of \$110,400 under the Fire Operations and Firefighter Safety portion of 2013 FEMA Assistance to Firefighters Grant. This grant will allow for the purchase of 56 SCBA cylinders at a cost of \$50,400 and 10 assemblies for \$60,000. The local match is \$11,040 and the federal share is \$99,360. The 10% match will be funded through the BFD account # 01260000-55175.

CONTRACT DATES: Sept, 2014 to Aug, 2015

PROGRAM GOALS AND OBJECTIVES

Replace the outdated fire fighting equipment

IF APPLICABLE

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

Federal: \$99,360
State:
City: \$ 11,040
Other:

FUNDS REQUESTED

Salaries/Benefits:
Telephone:
Staff Training:
Supplies:
Subcontracts: Yes ___ No X

WHEREAS, Federal Emergency Management Agency is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through Assistance to Firefighters Grant and,

WHEREAS, funds under this grant will be used to purchase 56 SCBA cylinders and 10 assemblies

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the Federal Emergency Management Agency for funds to provide for purchase of outdated SCBA cylinders and assemblies

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Federal Emergency Management Agency

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with Federal Emergency Management Agency under the Assistance to Firefighters Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



**OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT**

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

COMM. #30-13 Referred to Miscellaneous Matters Committee on 02/18/2014
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson - City Clerk
FROM: Mayor Bill Finch *Bill Finch*
DATE: February 11, 2014
RE: Boards & Commissions

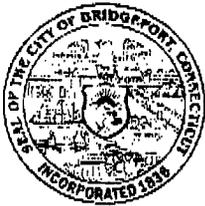
Please place the following name on the February 18, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Zoning Board of Appeals Commission:

John "Jack" Calcutt (R)
385 Courtland Avenue
Bridgeport, CT 06605

This will replace the seat held by Giselle DeValle and his term will expire on 12/31/14.

BF/ac

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2014 FEB 11 P 2:55



**OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT**

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

COMM. #31-13 Referred to Miscellaneous Matters Committee on 02/18/2014
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: February 11, 2014

RE: Boards & Commissions

Please place the following name on the February 18, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the WPCA Commission:

Thi Nguyen (U)
1218 Noble Avenue
Bridgeport, CT 06608

This will fill a vacancy and this term will expire on 12/31/15.

BF/lac

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**OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT**

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

COMM. #32-13 Referred to Miscellaneous Matters Committee on 02/18/2014
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: February 11, 2014

RE: Boards & Commissions

Please place the following name on the February 18, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the WPCA Commission:

Ricardo Griffith (D)
707 Central Avenue
Bridgeport, CT 06607

This will fill a vacancy and this term will expire on 12/31/15.

BF/lac

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2014 FEB 11 P 2:55
ATTEST
CITY CLERK



**OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT**

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

COMM. 33-13 Referred to Miscellaneous Matters Committee on 02/18/2014
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: February 11, 2014

RE: Boards & Commissions

Please place the following name on the February 18, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an appointment to the Ethic Commission:

Mack Henry Allen Jr. (D)
374 Bunnell Street
Bridgeport, CT 06607

This will replace the seat held by Robert Filotei. Mr. Allen's term will expire on 12/31/15.

BF/lac

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CITY CLERK



Comm.# 34-13 Ref'd to Ordinance Committee on 2/18/2014.

City of Bridgeport
CitiStat Department

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7100
FAX (203) 576-3962

BILL FINCH
Mayor

JODIE PAUL
Director of CitiStat
jodie.paul@bridgeportct.gov

To: City Clerk's Office

From: Jodie Paul-Arndt, Deputy CAO/CitiStat Director

Date: February 12, 2014

**Re: Proposed Ordinance Revisions and Additions to Bridgeport Ordinance Chapter 3.08 –
City Contract and Purchasing Procedures**

Please accept the following proposed ordinance revisions to be submitted to the Bridgeport City Council for their consideration:

Chapter 3.08.070
Chapter 3.08.090

Respectfully,

Jodie Paul-Arndt

ATTEST
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
2014 FEB 13 A 11:00

BPT CODE OF ORDINANCES

Chapter 3.08

CITY CONTRACT AND PURCHASING PROCEDURES

Sections:

3.08.010 Established– Appointment– Term– Powers and duties.

3.08.020 Purchasing agent– Head of office.

3.08.030 Proposed draft of annual purchasing policy statement.

3.08.040 Execution of contracts– Consultation with city attorney.

3.08.050 Contracts– Duplicates to be made.

3.08.060 Sale of department personal property– Made through office of public purchases.

3.08.070 Purchasing procedure.

3.08.080 Deleted.

3.08.090 Disqualification of vendors from doing business with the city– Procedure.

3.08.100 Certified checks or bid bonds– Required when– Procedure.

3.08.110 Public hearing on sale of city-owned property– Advertisement.

3.08.120 Prevailing union wage rate on all city contracts required.

3.08.130 Insurance.

3.08.140 Unauthorized activities prohibited– Liability.

3.08.150 Penalty for violations of Sections 3.08.070, 3.08.080 and 3.08.100.

3.08.010 Established– Appointment– Term– Powers and duties.

A. There shall be a board of public purchases, consisting of the director of finance and four members appointed by the mayor. The members appointed by the mayor shall be knowledgeable concerning or experienced in procurement, finance, business or public administration or other disciplines related to the work of the department. In January 1993, the mayor shall appoint four members of the board of public purchases, each of whom shall serve for a term ending March 31, 1993. Thereafter members of such board shall be appointed in the manner and for the terms provided for in Chapter 8, Section 14(a) and Chapter 22, Section 10 of the charter of the city.

B. The board shall elect one of the members appointed by the mayor as president and may elect such other officers as it deems necessary. The members of the board shall serve without compensation.

C. The board of public purchases so appointed shall have all of the powers and perform all of the duties vested in the board of public purchases by the charter and code.

(Ord. dated 12/21/92 § 11)

3.08.020 Purchasing agent– Head of office.

The head of the office of public purchases shall be a purchasing agent appointed pursuant to the provisions of the charter of the city.

(Ord. dated 12/21/92 § 10)

3.08.030 Proposed draft of annual purchasing policy statement.

Not later than April 1st of each year, the purchasing agent shall submit to the board of public purchases a proposed draft of the annual purchasing policy statement, required by Chapter 8, Section 14(b) of the city charter. The board of public purchases shall review and approve such statement prior to the start of the next fiscal year.

(Ord. dated 12/21/92 § 13)

3.08.040 Execution of contracts– Consultation with city attorney.

The mayor shall execute all contracts made on behalf of the city unless the city council shall by ordinance or resolution otherwise direct and before executing the same he shall consult with the city attorney in relation to the proper legal form and sufficiency thereof.

(Ord. dated 12/21/92 § 14: prior code § 2-273)

3.08.050 Contracts– Duplicates to be made.

All contracts made by the city shall be in duplicate, one of which shall be retained by the city and filed in the office of the director of finance and the other of which shall be delivered to the contracting party.

(Ord. dated 12/21/92 § 15: prior code § 2-274)

3.08.060 Sale of department personal property– Made through office of public purchases.

Whenever any by-product or other personal property of any department of the city which makes its purchases through the office of public purchases shall be sold the sale shall be made through the office of public purchases.

(Ord. dated 12/21/92 § 12)

3.08.070 Purchasing procedure.

Purpose. The city recognizes the importance of adopting a comprehensive purchasing ordinance that authorizes the use of modern procurement practices, provides for electronic processing and monitoring of purchasing activities, and establishes responsibility for oversight and reporting within city government.

A. Definitions. For the purpose of this section, the following definitions shall apply:

"Approved communication methods" means any communication required or desired to be made in connection with a purchase provided, however, that such communication is by hand, by overnight or guaranteed delivery service, by deposit in a depository of the United States Postal Service properly addressed and postage prepaid, by facsimile transmission delivered to the intended addressee, or by electronic communication including but not limited to e-mail or other electronic means delivered to the intended addressee, or otherwise approved by official policy of the board of public purchases.

"Audit rights" means the city's independent right to audit charges, costs, expenses, payments, setoffs, change orders and other expenditures under any purchase arrangement whether or not such right is specifically included in the bid package or other documents related to the purchase.

"Authorized pricing methods" means one of several permitted methods for obtaining informal competitive price quotations in the purchase of goods, general services, special or professional services where permitted herein provided, however, that such quotation is obtained in hard copy by e-mail, facsimile, computer or other electronic communication to the contracting officer, by current catalog price or price sheet, internet quote, or other method approved by the board of public purchases.

"Award" means the purchasing agent's announcement of the selection of the apparent: (a) responsible low bidder in a competitive bid process; (b) most qualified and responsible bidder in a QBS selection process; (c) responsible bidder(s) in a consolidated purchasing process; or (d) responsible bidder in any other selection process authorized herein; provided, however, that an award or notification of intent to make an award does not create a legal right in the bidder regarding the subject matter of the bid or entitlement to a contract, but is intended to inform the bidder that additional obligations of the bid must be met, such as the posting of surety and evidence of insurance, negotiation of a contract, and securing proper approval of the party authorized to enter into a contract or obligation binding upon the city.

"Best value" means, during a competitive bidding process or request for proposal process, the purchasing agent, after considering the recommendations of the contracting officer, if any, may consider the following factors in determining to make an award to a bidder other than the apparent lowest responsible bidder: (a) the bidder's price; (b) the bidder's business reputation; (c) the quality of the bidder's goods or services; (d) the extent to which the goods or services meet the city's needs; (e) the bidder's current or past relationship with the city; (f) the impact on the city's ability to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; (g) the total long-term cost to the city to acquire the bidder's goods or services; (h) any relevant criteria specifically listed in the bid documents. The city reserves the right to make an award either to the lowest responsible bidder or to the bidder that provides goods or services having the best value to the city.

"Bidder" means any person, sometimes referred to herein as a vendor or proposer, seeking to do business with the city pursuant to this section, including any individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, limited liability partnership, limited liability company, or any other private legal entity, each of which shall be required to disclose in its bid, whether or not the bid documents specifically make such request, the names and addresses of the bidder's officers, directors, members and owners holding five percent or more in ownership of the bidder or its parent at the time of the submission of its bid, which obligation to disclose shall continue for the duration of the bidder's relationship with the city.

"Bidder list" means a mailing or notification list, maintained by the city, of all suppliers, vendors, contractors or service providers who have made a request by an approved communication method to receive notice of the city's intent to make particular purchases, which bidder list does not imply that such those parties on it have been pre-qualified or pre-approved to do business with the city. The city reserves the right to charge a nominal maintenance fee to those parties that desire to be included on the bidder list to cover the city's cost of making and keeping the same.

"Board of public purchases" or "BPP" means the board created by charter responsible to discharge the duties described therein and herein with respect to the city's purchasing process, including, but not limited to, hearing and determining appeals taken from decisions made by the purchasing agent, preparing reports of its activities in overseeing the city's purchasing practices, establishing purchasing policies, rules and regulations in furtherance of this section, publishing annual purchasing statements, and the like. The official policies, working rules and regulations adopted shall, on their respective effective dates, be published, applicable to and used in the implementation and interpretation of this section, and shall not otherwise be contrary to or in derogation of the rights, duties and responsibilities of city officials, executives and administrators set forth in the charter and ordinances, as the same may be amended from time to time.

"Brand name;" "brand name or equal specification" means a bid specification (a) limited to one or more items according to manufacturer name, product code or catalog number (brand name specification), or (b) providing the information stated in (a) above to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements but allowing for the submission of equivalent products.

"City based business" means a business with its principal place of business located within the City of Bridgeport. A business shall not be considered a city based business unless evidence satisfactory to the purchasing agent has been submitted with each bid to establish that said business has its bona fide principal place of business in Bridgeport. Such evidence shall include a) ownership of or a long-term lease of the real estate from which its principal place of business is operated, b) payment of property taxes on the personal property of the business, c) proof of registration as a corporation or LLC with the Office of the Secretary of the State, or d) documentation (copies of employees' W-9 forms, State ID card, CT license or passport) proving that more than 50% of its workforce on the contract resides in Bridgeport. City based business status must be established at least one year prior to the date in which competitive bids are due, and maintain such status throughout the term of the contract with the City of Bridgeport.

"Consolidated purchasing" means a centralized purchasing method whereby the purchasing agent determines annually, based upon the anticipated purchases projected by contracting officers and

his/her own experience, that the purchase of items or categories of items in bulk or pursuant to price agreements on a city-wide basis from one or more vendors will result in economies of scale and cost-savings to the city.

"Competitive bidding" or "competitive bid" means the city's procedure for obtaining goods or general services in which sealed bids are submitted in response to bid specifications. This process does not permit any negotiation with the apparent winning bidder after the receipt and opening of bids. Competitive bidding may be accomplished as a result of public advertisement or other electronic public notice methods adopted as official policy by the BPP.

"Competitive proposal" means a QBS process used for obtaining special or professional services in which the city solicits a request for proposals based upon qualifications, experience and other specific requirements, together with a request for a price.

"Contract" means any type of written agreement or documented arrangement involving a purchase, regardless of what the evidence of such arrangement may be called or how it may be referred to, which is approved by the contracting officer, contain terms and conditions protecting the city's legal interests, is properly funded and, where required by charter or ordinance, has been approved by the city council or its designee; provided, however, that so-called letters of intent, letters of interest, memoranda of agreements, and other examples of latent, potential, unilateral or executory documents or arrangements that otherwise may not be binding upon the city, may become a binding legal obligation of the city only if and to the extent that any such document or arrangement has been approved by the city council or its designee.

"Contracting officer" means any director or deputy of a city department, any president or chief executive of a city agency, board, or commission, including the board of education, the WPCA and any other similar duly-constituted agency of city government as defined by Charter or ordinance, or contained in the city's table of organization, including his/her respective designee set forth in writing to the purchasing agent, having direct authority or due authorization to initiate purchases.

"Critical emergency purchase" means a purchase of goods or services that, if not purchased or ordered immediately, can result in injury to human life or significant property damage, or result in consequences detrimental to the health, safety and welfare of the citizens of the city or to the city's best interests. These types of purchases include all requirements needed on an emergency basis (a) to comply with federal, state or local laws or codes, or (b) to avoid complete loss of funds made available by non-city public and private funding sources, or (c) to make emergency repairs of city-owned

~~property, buildings, infrastructure, equipment and vehicles, the need for which or the quantity thereof could not have been reasonably anticipated with proper advance planning.~~ The purchasing agent should use the informal competitive quotation process for critical emergency purchases, if possible, but shall not be limited by the applicable threshold dollar amounts set forth herein due to the emergency nature of the purchase. Last-minute purchases not constituting true emergencies or other emergency purchases that do not comply with this definition may only be approved in accordance with the mayoral bid waiver process set forth herein.

"Decentralized purchase order" means payment, other than through the purchase order process, for a department, agency or commission's purchases of items or services of any kind that conform to the official policy of the board of public purchases as to items that may be so purchased and paid for, expenditures that may be made in this manner due to the timing or requirements of a non-city funding or financing source, dollar thresholds, exceptions, prohibitions, and the like, provided, however, that a purchase may be paid by decentralized purchase order for a greater amount than any dollar threshold established for such item or expenditure if the purchase constitutes either a critical emergency purchase, involves a purchase that if not made and paid for in this manner would result in the loss of funding, or constitutes a purchase or expenditure otherwise permitted by Charter or ordinance and is approved in writing by the comptroller.

"General services" means all services that result in a measurable end product as defined by bid specifications, including but not limited to all services used in the process of building, altering, maintaining, improving or demolishing any city-owned property, structure, building or public infrastructure, but excluding architectural, engineering and other design services, and construction services. Examples of general services include, but are not limited to, electrical work, road resurfacing, sewer repair, building demolition, equipment maintenance and waste disposal services.

"Goods" means supplies, material, equipment and articles, whether purchased or leased, including, but not limited to, fuels, furniture, computers, paper products, food products, sand, and high-tech hardware and software, telecommunications equipment and office equipment.

"Informal competitive proposal" means the purchase of **goods or general services or the purchase of special or professional services that are equal to or in excess of seven thousand five hundred dollars (\$7,500.00) but do not exceed twenty-five thousand dollars (\$25,000.00) based upon a reasonable and documented attempt to solicit at least three (3) written proposals as set forth herein, which process shall not require public advertisement.**

"Informal competitive quote" or "informal competitive quotation" means the purchase of goods or general services or the purchase of special or professional services that are equal to or in excess of one thousand dollars (\$1,000.00) but do not exceed seven thousand four hundred ninety-nine dollars (\$7,499.00), based upon a reasonable and documented attempt to solicit at least three (3) written proposals as set forth herein, which processes shall not require public advertisement.

"Lowest responsible bidder" means the bidder whose bid is (a) a complete response to the invitation to bid and (b) the lowest of those bidders possessing the skill, ability, financial capacity, business integrity and experience necessary for faithful performance of the described work based on objective criteria. Evaluation of lowest responsible bidder shall include best value considerations whether or not such considerations are set forth in the bid documents. Bidders may be excluded from consideration entirely if they are listed on the disqualified vendor list at the time the invitation to bid is the subject of public advertisement or at the time the city otherwise seeks to make a purchase as described herein. In a request for proposals process, a bidder may be chosen as lowest responsible bidder from among those bidders that are pre-qualified or based upon recognized industry standards that the contracting officer responsible for the purchase has certified in writing to the purchasing agent as commercially relevant. The city reserves the right to reject any and all bids and to waive informalities in a bid to the extent that such informalities are not material and do not give one bidder an unfair advantage over other responsive and responsible bidders.

"Mayoral bid waiver" means the mayor's authority to grant a written waiver of the requirements for public advertisement, and the need for a competitive bidding or competitive proposal process in connection with critical emergency purchases, after receiving (a) the contracting officer's written statement of the need for such waiver with all appropriate backup information, and (b) the purchasing agent's written recommendation of the need for such waiver.

"Public advertisement" or "publicly advertised" means the advertisement in one or more media of the city's desire to make a purchase ~~expected to cost seven thousand five hundred dollars (\$7,500.00) or more~~ placed (a) in a newspaper of general circulation in the Bridgeport area, (b) in other print media designated to encourage a greater number of bids, (c) on the city's internet website, (d) on other electronic media available to the general public, or (e) in other media authorized by the BPP; it being understood that certain purchases, such as those made by the informal competitive quote and the informal competitive proposal processes, critical emergency purchases, qualified purchases, and purchases under one thousand dollars (\$1,000.00) shall not require public advertisement. The content and location of public advertisements shall be determined as set forth herein or as otherwise authorized by official policy of the BPP. Purchases shall not be deliberately split in amount, artificially

staggered over time, or otherwise be the subject of any other artifice designed to avoid the requirement to utilize competitive bidding or other purchasing methods required herein.

"Qualified purchase" means a purchase of goods or services where either there is only one source for such purchase, a purchase from a special source will provide a lower cost than would result from competitive bidding, ~~time is critical and the purchase could not have been planned,~~ or the purchase involves items whose prices are controlled by federal or state regulation, **or the purchase of goods or services under exigent circumstances including (a) the need to comply with federal, state or local laws or codes, (b) to avoid complete loss of funds made available by non-city public and private funding sources, or (c) to make emergency repairs of city-owned property, buildings, infrastructure, equipment and vehicles, the need for which or the quantity thereof could not have been reasonably anticipated with proper advance planning.**

"Quality-based selection" or "QBS selection" means a method for purchasing special or professional services by either initially pre-qualifying bidders prior to obtaining a price proposal or making a final selection without a price proposal. Such process initially requires the submission of professional qualifications, demonstrated business experience, specific project experience, evidence of business integrity, and professional competence. Where qualifications alone are paramount in the selection process and price is not a factor, a final selection is made based on qualifications alone. In other QBS processes where price is not a factor initially in the selection process, or only one of a number of factors to be considered in making a final decision, a final selection is made based upon the submission of price proposals following pre-qualification.

"QBS selection panel" means a group of individuals qualified by knowledge, training and experience in purchases of the type contemplated and having no real or apparent conflict of interest in the outcome of the QBS selection, consisting of at least three city employees selected by the contracting and supplemented where possible by other similarly qualified individuals from the general public having no real or apparent conflict of interest in the outcome of such selection, or otherwise as specified by official policy of the BPP. Such panels shall use uniform, objective selection criteria established in advance for the particular purchase or criteria otherwise specified in writing by the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award.

"Request for proposals" means a form of QBS selection process that includes a request for professional qualifications where such qualifications are important but not paramount, and where price is a paramount factor to be considered in making an award. A request for proposals may follow a request

for qualifications from pre-qualified bidders.

"Request for qualifications" means a form of QBS selection that includes a request for professional qualifications where such qualifications are paramount in the selection and price is not a factor.

"Special or professional services" means the furnishing of judgment, expertise, design, advice or effort by persons other than city employees, not involving the delivery of a specific end product defined by bid specifications. These types of services include, but are not limited to, consulting, legal, financial, technical, audit, appraisal, architecture, design, engineering and other similar professional services not contemplated as general services. Such services shall also include unique, warranty or single-source services not generally available for specific city-owned property, equipment, building systems and equipment, and vehicles where the nature of the required services cannot be defined in advance by bid specifications and the professional or proprietary knowledge and expertise of the service provider is paramount to the lowest cost and otherwise in the city's best interests.

"Summary bid process" means a competitive bid process described herein that the city may elect to utilize among the selected responsible, qualified bidders for a purchase when all bids exceed any budget appropriation.

B. Purchase of goods and general services.

1. Purchases not requiring competitive bidding. Except for items the city requires to be purchased from vendors selected during a consolidated purchasing process, competitive bidding through the purchasing agent is not required for purchases between one dollar (\$1.00) and nine hundred ninety-nine dollars (\$999.00); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein. The comptroller and the purchasing agent shall monitor such purchases and report any questionable practices to the BPP within five days of becoming aware of such practices.

2. Purchases permitted by informal competitive quotation process. Purchases of goods or general services or special or professional services that are equal to or in excess of one thousand dollars (\$1,000.00) but not exceeding twenty-five thousand dollars (\$25,000) ~~less than seven thousand four hundred ninety-nine dollars (\$7,499.00)~~, see C.G.S. § 7-148v, as the same may be amended from time to time, shall be based upon authorized pricing methods; provided, however, that purchases shall not

be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process or another purchasing method otherwise required herein. An informal competitive quotation process shall be conducted as follows:

(a) Price quotations, ~~in writing either oral or written~~, shall be solicited from at least three vendors or service providers by one or more authorized pricing methods. ~~A valid vendor's or service provider's documented refusal to quote shall qualify as a quotation.~~ If the process yields less than three responsive and responsible bidders or if it yields only a single, responsive and responsible source for the purchase, a selection shall be made if such selection is in the city's best interests under the circumstances. **In this situation, a valid vendor's or service provider's documented refusal to quote shall qualify as a quotation.** The contracting officer shall promptly document the informal competitive quotation process in writing to the purchasing agent **prior to making such purchase.**

(b) A purchase of goods or general services shall be counted as one purchase for like items. Unlike items, grouped together on one purchase requisition, shall require price notations only for those items on the purchase requisition that are in excess of three thousand dollars (\$3,000.00). The determination of like and unlike items shall be based on the commodity codes assigned such items under the then-current city financial system.

(c) The purchasing agent may waive solicitation of informal competitive quotations for a critical emergency purchase or for any other purchase for which a mayoral bid waiver may be sought as provided herein.

3. Purchases requiring competitive bidding. Competitive bidding shall be used for all purchases of goods and general services exceeding the sum of ~~seven thousand five hundred dollars (\$7,500.00)~~ **twenty-five thousand dollars (\$25,000)** (See C.G.S. § 7-148v, as amended); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein.

4. Consolidated purchasing.

a. Commonly used goods, general services, special and professional services. The purchasing agent shall make purchases that are commonly used by several departments, where the total annual purchase for each type of goods or services anticipated to be used by such departments is in excess of

twenty-five thousand dollars (\$25,000.00) per fiscal year in the aggregate, in order to achieve the best price.

b. Exclusions from consolidated purchasing. The purchasing agent may exclude purchases from the requirements of consolidated purchasing, provided that the contracting officer submits a written request with justification for exclusion from consolidated purchasing and the purchasing agent makes a written determination that:

i. No significant cost savings; other efficiencies or benefits can be achieved through consolidated purchasing; or

ii. The unique requirements of such purchase require that such purchase be made separately from consolidated purchasing.

c. Requirements contracts; price agreements. The purchasing agent may, at his/her discretion, purchase specific items under one procurement by procuring a master requirements contract or a price agreement under which city departments may obtain goods or services directly from the vendor. In selecting such a vendor, the total cost of all goods or services at the expected quantities or dollar values to be purchased shall be used in determining the total cost of the proposal or bid and the selection shall be made on the basis of best value.

d. Planning for anticipated needs. The purchasing agent shall solicit from the various departments and contracting officers their anticipated requirements for goods and services prior to each fiscal year and, as appropriate, shall invite representatives of various departments to determine specifications for items of goods or services to be obtained using consolidated purchasing for their common needs.

C. Competitive bidding process.

For each purchase of goods or general services made by competitive bidding, the following shall apply.

1. All requirements, terms and conditions sought by the city, including quality, delivery terms and vendor or contractor qualifications, as well as vendor or contractor status as either a MBE or CBB, shall be contained in the bid specifications. For purchases requiring a contract, the contracting officer shall include a draft contract as part of the bid package whenever possible or other provision shall be made to protect the legal interests of the city [REDACTED]

2. The purchasing agent shall publish a notice inviting sealed competitive bidding at least once by public advertisement. The notice shall, to the extent practicable, be published not less than ten working days before the final date for submitting bids. Said notice shall contain a general description of the goods or general services desired, the place where the bid specifications may be obtained, the day, hour, place and manner for bid opening, and other pertinent information.

3. The purchasing agent shall, in addition to the public advertisement, solicit and receive sealed bids by approved communication methods from all qualified, responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then-current commodity codes, by sending them copies of the public advertisement promptly after publication. Such communication notices shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

4. The purchasing agent may revise the bidder list(s) by deleting bidders who have not responded to three consecutive bids sent to them, who have not registered or re-registered electronically, or have not otherwise given written notice to the city by an approved communication method of their interest in remaining on such bidding list.

5. All bids shall be submitted sealed, to the extent that the purchasing method used permits sealing, to the purchasing agent and shall be accompanied by bid security in the form of certified check, credit card authorization, or bond in the amount stated in the public advertisement or bid documents; provided, however, that, target groups and SLBEs defined in Section 3.12.130 of this title, shall only be required to submit bid security for contracts having a value in excess of, or reasonably expected at the time of award to have a value in excess of one hundred thousand dollars (\$100,000.00). A bid is nonresponsive unless such security or evidence that such security can be obtained is received at the time of bid opening. Each bidder is solely responsible for submitting all bid requirements in strict compliance with the public advertisement. The bids shall be opened in public at the time and place stated. Any bid received after the time specified, in any other manner than required, or at any other location than specified in the public advertisement shall be deemed nonresponsive, shall be rejected, and shall be returned, unopened where the method used may allow, to the bidder.

6. For each purchase made by competitive bidding, a record of all bids submitted, giving the names of the bidders and amounts of the bids and indicating the successful bidder, together with the originals of all competitive bids and any other pertinent documents, shall be preserved by the purchasing agent in

accordance with state law or the city's record retention practices, whichever shall be longer in duration.

7. The purchase shall be awarded to the lowest responsive, responsible, and qualified bidder or pre-qualified bidder who meets the requirements, terms and conditions contained in the bid specifications and represents the best value to the city. In the case of a purchase by competitive bidding where the public advertisement indicates that bidders will be pre-qualified, the purchasing agent has the authority to make an award exclusively from the list of pre-qualified bidders.

- a) **For purchases involving a total contract price of at least one hundred thousand dollars (\$100,000.00) but not to exceed five hundred thousand dollars (\$500,000.00); the purchase shall be awarded to the lowest responsible bidder with considerations to be made for a city based business. Any city based business that submitted a bid that is within ten percent (10%) of the price of the lowest responsible bidder shall be awarded the contract, provided such city based business agrees to accept the award of the bid at the lowest bid amount. In addition, the city based business must be deemed a responsible and qualified bidder who meets the requirements, terms and conditions contained in the bid specifications and represents the best value to the city.**

- b) **For purchases involving a total contract price of more than five hundred thousand dollars (\$500,000.00) but not to exceed one million dollars (\$1,000,000.00); the purchase shall be awarded to the lowest responsible bidder with considerations to be made for a city based business. Any city based business that submitted a bid that is within seven percent (7%) of the price of the lowest responsible bidder shall be awarded the contract, provided such city based business agrees to accept the award of the bid at the lowest bid amount. In addition, the city based business must be deemed a responsible and qualified bidder who meets the requirements, terms and conditions contained in the bid specifications and represents the best value to the city.**

- c) **For purchases involving a total contract price of more than one million dollars (\$1,000,000.00) but not to exceed five million dollars (\$5,000,000.00); the purchase shall be awarded to the lowest responsible bidder with considerations to be made for a city based business. Any city based business that submitted a bid that is within five percent (5%) of the price of the lowest responsible bidder shall be awarded the contract, provided such city based business agrees to accept the award of the bid at the lowest bid amount. In addition, the city based business must be deemed a responsible and qualified bidder who meets the requirements, terms and conditions contained in the bid specifications and represents the best value to the city.**

- d) **For purchases involving a total contract price of more than five million dollars (\$5,000,000.00); the purchase shall be awarded to the lowest responsible bidder with considerations to be made for a city based business. Any city based business that submitted a bid that is within one percent (1%) of the price of the lowest responsible bidder shall be awarded the contract, provided such city based business agrees to accept the award of the bid at the lowest bid amount. In addition, the city based business must be deemed a responsible and qualified bidder who meets the requirements, terms and conditions contained in the bid specifications and represents the best value to the city.**

- e) **In the event that more than one city based business meets the conditions set forth in a, b, or c above, first preference will be given to the city based business whose bid price was closest to the lowest bid price. If the first city based business chooses not to accept the award of the bid at the lowest bid amount, then the option shall go to the other qualifying city based business/businesses. If no city based businesses choose to accept the award of the bid at the lowest bid amount, the award shall go to the lowest, responsive, responsible, and qualified bidder.**

8. In the event all bids submitted by responsive, responsible and qualified bidders exceed the city's budget for such purchase, after deduction of all reasonably anticipated contingencies, at the request of the contracting officer, the purchasing agent shall conduct a summary bid process open only to such responsible, qualified bidders that originally submitted a bid. Such summary bid process may include a post-bid conference, shall permit resubmission of such original bids or the submission of new bids in not less than three days from the mailing of notice to the original bidders, and may provide for the deletion or modification of one or more alternates or change in the specifications provided in the original bid package, as determined by the contracting officer.

9. **Nothing contained in this ordinance shall be construed as a waiver of or limiting in any way the discretion and power to reject all bids and to determine whether any bid or bids represents a responsible bid or bids.**

D. Awarding of contracts that contain alternates.

1. All bid specifications for a purchase for which alternates are to be included shall have the alternates listed in their order of priority, provided, however, that the contracting officer may change the priority of such alternates during a summary bid process.

2. Prior to making an award for which the bid specifications list alternates to be included, the contracting officer shall inform the purchasing agent as to which alternates are to be included in the award.

E. Purchasing special or professional services.

1. Purchases permitted by consolidated purchasing. Purchases of special or professional services anticipated to cost less than twenty-five thousand dollars (\$25,000.00) per fiscal year may be procured

through consolidated purchasing as provided herein.

2. Purchases exempt from competitive bidding. Purchases of special or professional services anticipated to cost between one dollar (\$1.00) and nine hundred ninety-nine dollars (\$999.00) shall be made in the manner specified in paragraph B(1) hereof.

3. Purchases permitted by informal competitive quotation process. Purchases of special and professional services anticipated to cost between one thousand dollars (\$1,000.00) and seven thousand four hundred ninety-nine dollars (\$7,499.00) shall be made in the manner specified in paragraph B(2) hereof.

4. Purchases requiring an informal competitive proposal process. Purchases of special or professional services that are in excess of seven thousand five hundred dollars (\$7,500.00) but do not exceed twenty-four thousand nine hundred ninety-nine dollars (\$24,999.00) shall be based upon a reasonable and documented attempt to solicit **at least three (3) written proposals**, without the need for public advertising, in the following manner:

a. Proposals shall be solicited from at least three qualified or pre-qualified vendors. ~~An otherwise qualified vendor's refusal to submit a proposal shall qualify as the solicitation of a proposal.~~ The contracting officer shall document the process in writing and submit a report to the purchasing agent. If a single reasonable source exists for the service, the contracting officer shall include this information in his/her submission to the purchasing agent.

b. The solicitation of proposals may be waived for any critical emergency purchase by obtaining a mayoral bid waiver. A waiver other than a mayoral bid waiver shall require the contracting officer to certify in writing to the purchasing agent the need for a waiver, and the purchasing agent shall determine if such waiver is appropriate. **Approval of such waiver shall be granted by the purchasing agent and the Chief Administrative Officer (CAO) of the city.** No further approval shall be required. If the purchasing agent ~~is not requested to give such waiver or~~ refuses to approve such waiver, a mayoral bid waiver may be sought. All said waivers shall be included in the purchasing agent's quarterly report to the BPP.

5. Purchases requiring a QBS selection process. In cases where the contracting officer intends to purchase special or professional services that are anticipated to exceed twenty-five thousand dollars (\$25,000.00), a QBS selection process shall be used for such purchase.

F. Quality-based selection processes: pre-qualification process; competitive proposal process; competitive qualification process followed by competitive proposal process.

1. Solicitation of proposals using quality-based selection.

a. Quality-based selection as a pre-qualification process.

i. A QBS selection process may be utilized to pre-qualify bidders for the purchase of special or professional services in an amount greater than twenty-five thousand dollars (\$25,000.00), where the contracting officer determines that such services are unique or that the nature of the project requires selection criteria primarily influenced by the bidder's knowledge and experience in similar or related projects. The contracting officer's recommendation to conduct such a pre-qualification process shall be set forth in writing and submitted to the purchasing agent for approval. A QBS selection panel shall be

formed by the contracting officer or otherwise in accordance with official policy of the BPP.

ii. Public advertisement of the QBS selection process, whether or not such process is used for pre-qualification of bidders or final selection, shall be deemed satisfied for such purchase.

iii. The contracting officer shall prepare the public advertisement containing necessary and desirable information for those who might respond to a QBS selection process and the criteria to be used for selection. A QBS selection panel shall be formed to evaluate the responses, determine the qualified respondents and proceed to make a selection and/or to submit a request for proposals to such respondents.

iv. The QBS selection panel shall review all qualifications submitted and shall, where necessary and practical, interview not less than three proposers (or such lesser number as shall have submitted qualifications so long as the purposes of competitive procurement meeting the best interests of the city is achieved). The QBS selection panel shall evaluate the responses, identify the qualified or pre-qualified proposers, and proceed to submit a request for proposals to the highest-ranking pre-qualified proposers and thereafter make a selection recommendation to the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award. The use of such QBS processes shall be included in the purchasing agent's quarterly report to the BPP.

v. The city reserves the right to refuse to award or approve a contract with, or purchase from, a bidder as a result of prior facts and circumstances that resulted in increased costs, additional risks or liabilities, or other damage harmful to the best interests of the city reasons, including, but not limited to the following:

(a) The bidder having defaulted on a previous contract and failed to cure such default, resulting in termination of the contract;

(b) The bidder having failed, without acceptable justification, to complete a contract within the contract time;

(c) The bidder having completed the material terms of a contract, neglecting or refusing to close out the contract by delivering all required documentation, training, warranties, manuals and the like, failing to complete a punch-list or warranty work in a timely manner as required by the contract; or

(d) the bidder having made misleading or false statements, representations or warranties concerning its financial stability, personnel, qualifications, experience, capitalization, performance record, absence of conflicts.

b. Quality-based selection as a final selection process. A QBS selection process may be utilized in the purchase of special or professional services without seeking price proposals when the contracting officer determines that such services are unique or that the nature of the project requires selection criteria where the knowledge and experience of a bidder in similar or related projects are paramount, and the best interests of the city will be served by the use of such process without considering price as a determining factor in selection. The contracting officer shall then negotiate a proposed contract with the selected bidder with the assistance of the office of the city attorney, at compensation determined by the contracting officer to be fair and reasonable to the city, considering the estimated value, scope,

complexity and professional nature of the services to be rendered. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a quality-based selection as a pre-qualification process, together with the proposed contract. The contract price shall be determined in the following manner:

i. After selection, the contracting officer shall then enter into negotiation of a contract, preferably on a form included with the bid documents, with the selected vendor with the assistance of the office of the city attorney, using a formula for compensation determined by the contracting officer to be fair and reasonable to the city, considering the scope of the work, the delivery or completion requirements, the complexity and specialized nature of the services to be rendered, and other relevant factors. Such formulas may include, but are not limited to, time and materials with or without a not-to-exceed price, cost of the work plus a fee, lump sum, guaranteed maximum price, and the like. The contracting officer's rationale for selection of a compensation formula shall be made in writing to the purchasing agent prior to entering into negotiations; or

ii. Should the contracting officer be unable to negotiate a satisfactory contract with the selected vendor, negotiations shall be terminated in writing; or

iii. The contracting officer shall then enter into negotiations with the next most qualified firm identified in the selection process and still interested in the project. Should the contracting officer be unable to negotiate a satisfactory contract with such vendor, negotiations shall be terminated in writing and shall proceed to negotiate with the next most qualified firm, and so on; or

iv. The city reserves the right to refuse to award or approve a contract with or purchase from a bidder for the same reasons as set forth in Section F above.

c. Reports. For each purchase of services by QBS selection process, the contracting officer or QBS selection committee, as the case may be, shall make a written report of all such purchases to the BPP, the city council, the mayor, the office of policy and management, and the finance department. The purchasing agent shall make a record of all proposals submitted, giving the names of the proposers, indicating the successful proposer, clearly stating the basis for the selection made, the basis for the award made by the BPP, including the originals of all proposals and any other documents pertaining to the selection process, and shall keep the same in accordance with the city's records retention policy.

2. Requests for proposals.

Except as otherwise authorized in this section, for each purchase of special or professional services in excess of twenty-five thousand dollars (\$25,000.00) where professional qualifications and experience are important but where price is the paramount factor to be considered in making a selection, such purchase shall be made by competitive proposal process, as follows:

a. Preparation of the request for proposals. The contracting officer shall prepare a request for proposals. All requirements, terms and conditions, including bidder qualifications, desired by the city shall be included in the request for proposals. Whenever possible, a draft contract shall be made a part of the request for proposals or other bid documents. The purchasing agent shall assist in the preparation if needed. For purchases that require an additional funding appropriation, the request for proposals shall clearly state that the award of a contract is contingent upon the appropriation of funds.

b. Solicitation of proposals.

i. The purchasing agent shall, in cases where such proposed purchase is not preceded by a QBS pre-qualification process, by public advertisement make notice of the request for proposals at least once within ten working days prior to the deadline to submit proposals, unless the contracting officer determines that a shorter response time is required. Whenever the service requested is so specialized that few appropriate bidders can reasonably be expected to respond to said notice, public advertisement shall also be made in other media appropriate to the nature of the service requested and calculated to result in a greater number of proposals.

ii. The purchasing agent shall, in addition to the public advertisement, solicit competitive bids from all qualified, responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then-current commodity codes, by sending them copies of the public advertisement promptly after publication. Such mailings shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

iii. The proposal process may be waived for any critical emergency purchases or for any other reasons contained in this section and in the manner provided herein.

c. Evaluation of proposals.

i. The purchasing agent, with the assistance of the contracting officer, if any, shall evaluate all proposals based upon the criteria and requirements stated in the request for proposals, or otherwise in accordance with BPP official policy. For purchases exceeding one hundred thousand dollars (\$100,000.00) the QBS selection panel shall, if possible and practical, conduct personal interviews with the most qualified bidders.

ii. A QBS selection panel shall be formed to review the proposals and make a selection according to pre-established selection criteria and a price proposal. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a quality-based selection as a final selection process. The use of requests for proposal shall be included in the purchasing agent's quarterly report to the BPP.

iii. The contracting officer or QBS selection panel, as the case may be, shall not accept as responsive or review any proposal received that is not in strict compliance with this section.

iv. The contracting officer or QBS selection panel, as the case may be, shall select the proposer whose proposal is deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals and make a recommendation to the BPP, which shall make the final award.

v. For each purchase of services by competitive proposal, the contracting officer or QBS selection panel, as the case may be, shall make a written record of all proposals submitted, giving the names of the proposers, indicating the successful proposer, clearly stating the basis for the selection made, and including the originals of all proposals and any other documents pertaining to the selection process, and shall submit the same to the purchasing agent for keeping in accordance with the city's records retention policy.

3. Request for qualifications process followed by request for proposals process. A QBS selection process may be utilized to pre-qualify bidders for the purchase of special or professional services in an amount greater than twenty-five thousand dollars (\$25,000.00), where the contracting officer determines that such services are unique or that the nature of the project requires selection criteria primarily influenced by the bidder's knowledge and experience in similar or related projects but that price is also an important factor in making a selection. The contracting officer's recommendation to conduct a request for qualifications process followed by a request for proposals process with pre-qualified bidders shall be set forth in writing and submitted to the purchasing agent for approval. A QBS selection panel shall be formed and shall attempt to select a minimum of three qualified bidders to receive a request for proposals. The QBS selection panel shall make a written report of its selection following review of responses to the request for proposals, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award. The use of such pre-qualification process followed by a proposal process shall be included in the purchasing agent's quarterly report to the BPP.

G. Waiver of competitive processes in critical emergencies.

1. Waiver of competitive bidding for critical emergency purchases.

~~a. The contracting officer shall set forth in writing to the purchasing agent the reasons why public advertising and competitive bidding or other competitive process otherwise required by this section should be waived. Critical emergency purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances described. The purchasing agent shall initially determine whether a critical emergency purchase is appropriate and, if so, shall make a written recommendation to the mayor to grant such a waiver. The mayor shall consider the matter and issue a mayoral bid waiver if appropriate, or in his/her absence the council president shall consider and decide such matter, before any critical emergency purchase may be made.~~ **Critical emergency purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances as defined above. The mayor shall consider the matter and issue a mayoral bid waiver if appropriate, or in his/her absence the council president shall consider and decide such matter. Time permitting and if appropriate, the contracting officer shall set forth in writing to the purchasing agent the reasons why public advertising and competitive bidding or other competitive process otherwise required by this section should be waived. Time permitting, the purchasing agent shall initially determine whether a critical emergency purchase is appropriate and, if so, shall make a written recommendation to the mayor to grant such a waiver. Due to the critical nature of these types of purchases, if time does not allow the contracting officer to set forth the reasons in writing or the purchasing agent to make a written recommendation to the mayor in advance, such shall be done in writing after the purchase is made.**

b. After the issuance of any mayoral bid waiver, the purchasing agent shall inform the contracting officer, who shall submit written certification of the selection of the particular vendor or vendors and other pertinent details within five working days after such purchase to the mayor, the city council, the director of finance, the director of the office of policy and management, and the BPP. Such purchases shall be included in the purchasing agent's quarterly report to the BPP.

2. Waiver of competitive bidding for qualified purchases.

a. Purchases other than critical emergency purchases may be made without competitive bidding or other competitive processes otherwise required by this section for the following reasons:

i. Only one qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted without adverse effects or complications.

ii. Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance, will provide a lower cost than that which would result from a competitive process.

~~iii. Time is a critical factor and such purchase could not have been previously anticipated through proper advance planning.~~

~~iii. iv.~~ The purchase involves items the prices of which are federal or state regulated.

iv. The purchase is required to comply with federal, state or local laws or codes.

v. The purchase is necessary to avoid complete loss of funds made available by non-city public and private funding sources.

vi. Purchase to make emergency repairs of city-owned property, buildings, infrastructure, equipment and vehicles, the need for which or the quantity thereof could not have been reasonably anticipated with proper advance planning.

b. The contracting officer shall request a waiver of competitive bidding for a qualified purchase in writing and submit it to the purchasing agent. Such request shall identify any/all reasons as described above as to why such purchase shall be done as a qualified purchase, the selection of the particular vendor or contractor, and any other pertinent details. In addition, the contracting officer shall also submit an "Integrity Affidavit" to the purchasing agent which attests that the contracting officer has no personal or business relationship with the vendor or contractor being selected for the qualified purchase.

c. The purchasing agent shall review the written request of the contracting officer and determine whether a qualified purchase is appropriate and, if so, shall make a written recommendation to the CAO to grant such waiver. The CAO shall review the recommendation of the purchasing agent and shall provide his/her approval of such waiver to the purchasing agent.

~~d. b.~~ The purchasing agent shall make written certification of the reasons for the waiver of competitive bidding or public advertisement, the reasons for the selection of the particular vendor or vendors, and other pertinent details ~~within five working days after such purchase to the mayor, the city council, the director of finance, the director of the office of policy and management, and the BPP.~~ Such purchases shall be included in the purchasing agent's quarterly report to the BPP, and shall also be provided to the mayor, the city council, the director of finance, the director of policy and management each quarter as well.

H. Duties of the purchasing agent; contracting officers; board of public purchases.

1. Purchasing agent. The purchasing agent has the primary responsibility for working with contracting officers concerning the content of public advertisements and the general content of all bid specifications and specific city requirements, issuance of public advertisements for all competitive bids and QBS selection processes for goods, general services, or special or professional services, and such other responsibilities set forth in the charter or ordinances or established by the BPP. The purchasing agent is responsible for reporting all material exceptions, deviations from or violations of this section to the mayor, the city council, the director of finance, the office of policy and management and the BPP within fourteen (14) days of learning of such matter. **The purchasing agent has the responsibility to provide quarterly reports to the BPP as described above. The purchasing agent also has the responsibility to make recommendations on approvals for mayoral bid waivers or waivers for competitive bidding as described above. It is also the responsibility of the purchasing agent to receive and open all sealed bids within the established timeframes and to exclude or disqualify and vendors that miss such deadlines or do not meet the required qualifications.**

2. Contracting officer. The contracting officer, directly or through his/her designee, has primary responsibility for protecting the legal interests of the city by ensuring that, with the advice of the city attorney, the city's legal rights and remedies are protected in connection with such purchase. The contracting officer also has the primary responsibility to develop the technical requirements and other project-specific needs for inclusion in the bid documents, to disclose the selection process and criteria to be used, to specify the legal requirements for the contractual relationship with the bidder including, wherever possible, the form of contract to be entered into, and the like. The contracting officer is further responsible to ensure that he/she has authority to make the subject purchase, the resulting contract has received all city approvals required and, upon the execution of any contract, original executed documents or true and complete copies are distributed promptly to the finance department and the city attorney. It is also the primary responsibility of the contracting officer or his/her designee to attend to the details of the purchase and the administration of the relationship with the selected vendor over time, including but not limited to ensuring that: the contract is adhered to; problems, disputes, events of default and the like are properly documented and promptly brought to the attention of the city attorney for advice or action; all insurance policies and security (e.g., cash deposits, bonds, letters of credit, guarantees) remain current, up-to-date and in place for the city's benefit; and the contract documentation and close-out thereof, including where appropriate, obtaining all lien waivers and final releases, guarantees, operating and service manuals, employee training, etc., is completed. **The contracting officer has primary responsibility to follow any/all city purchasing policies and procedures, including such procedures for acquiring purchase orders and processing payments of vendor invoices. The contracting officer also has the primary responsibility to adhere to the city's code of ethics and Ethics Policy especially as it may relate to the full disclosure and exclusion of themselves from the purchasing or competitive bid process in the event they have a personal or business relationship with the selected vendor.**

3. Board of public purchases. The BPP shall be familiar with purchasing department operations and other city operations involved in the purchasing process, and shall perform the responsibilities assigned to it in the Charter, ordinances and this section. Such responsibilities include, but are not limited to, hearing appeals from decisions of the purchasing agent, handling bid protests, reviewing appeals from decisions regarding vendor disqualification, establishing official purchasing policies, working rules and regulations, evaluating periodic reports from the purchasing agent, taking appropriate action where required, and otherwise ensuring that the purchasing process operates as intended. The BPP shall circulate any proposed official policy, working rule or regulation for review and comment to the

purchasing agent, the mayor, the city council, the department of finance, the office of policy and management, and the city attorney thirty (30) days in advance of its intent to adopt, and shall not vote to adopt such proposal until it has received and considered comments during such thirty (30) day period.

I. Contract requirements.

1. **Contract required.** A written contract between the city and a bidder is required for any purchase equal to or in excess of that exceeds twenty-five thousand dollars (\$25,000.00). Such requirement may be satisfied with a contract form included in the bid documents and executed by the parties, a contract negotiated and executed by the parties after award, or by the standard terms set forth on the city's purchase order form acceptable to the office of the city attorney, as the same may be amended from time to time. Except for purchases where the contract is contained on the purchase order, any other contract shall be reviewed and approved as acceptable by the office of the city attorney, by the city's risk manager where insurance, indemnification, guarantees, bonds or other security is required, and by other appropriate city departments, and such contract shall be signed by the mayor or other designee in the manner authorized by the city council, provided, however, that, with respect to contracts resulting from a competitive bidding process, the purchasing agent is authorized to execute such contracts in consultation with the office of the city attorney. Purchases for amounts less than ~~twenty-five thousand seven thousand five hundred dollars (\$7,500.00)~~ **(\$25,000.00)** shall be governed by the terms of the purchase order acceptable to the office of the city attorney.

2. **Contract approval; material modifications.** All contracts for **material modifications** purchases equal to or in excess of that exceed twenty-five thousand dollars (\$25,000.00) shall require city council approval and shall be signed by the mayor or the contracting officer, with the following exceptions:

a. In cases where this section allows the terms of the contract to be contained on the purchase order, which does not require the execution of additional contract document;

b. In cases where this section authorizes the purchasing agent to sign all contracts that result from the competitive bidding process;

c. In cases involving consolidated purchasing, the purchasing agent is authorized to sign all contracts that result;

d. In cases where a critical emergency purchase is authorized, the mayor or his designee is authorized to sign all contracts that result; and

e. In cases where a qualified purchase is authorized, the mayor or his designee is authorized to sign all contracts that result.

If material modifications in the scope, time or price of the contract are desired after signing, except in the case of a construction contract or other contract that provides by its terms for the submission, consideration, rejection or approval of changes in scope, time or price, which changes are of the type that were not anticipated at the time of bid and result from unforeseen conditions, changes in law, latent defects in bid specifications and similar changed circumstances, such material modifications shall require written approval by and signature of the mayor in consultation with the director of finance, the director of the office of policy and management, and the office of the city attorney, unless the BPP has

adopted an official policy governing the procedure for dealing with material changes.

3. Contract extensions.

a. The contract time for performance in contracts having an original value of greater than one hundred thousand dollars (\$100,000.00) that resulted from a QBS selection process, critical emergency purchase or qualified purchase may not be extended unless the contracting officer certifies in writing to the purchasing agent the necessity of such extension and that no significant additional cost to the city will result. If the purchasing agent approves such request, such extension may not exceed six months, except for construction contracts where the contract contains provisions for changes in schedule, including suspension of work, which shall govern the duration of any such extension.

b. Any purchase that results from competitive bidding or competitive proposal processes may be extended beyond the contract time period for up to one additional year from the date of award without additional bidding for one or more of the following reasons:

i. The vendor is the sole qualified or available provider. This shall include sole source or proprietary service/maintenance contracts for existing equipment and vehicles.

ii. Additional competitive bidding or requests for proposals would result in an increase in cost or significant disruption of city operations. Employee benefits contracts with third-party providers and administrators are included in this category.

iii. City services would have to be discontinued in the absence of another vendor. There shall be a six-month limit on the contract extension.

iv. An option to extend the contract term is included in the bid documents or the contract.

c. The contracting officer is responsible to give written notice to the purchasing agent of such extensions, the purchasing agent shall keep a record of every contract extension, and shall include such extensions in his/her quarterly report to the BPP.

4. Additional purchases from a vendor prohibited. The contracting officer city shall not purchase any item of goods or services from a vendor that was not of the type or closely related to the goods or services described in the bid documents or the contract. **Purchase of additional goods or services from such vendor shall require a separate competitive bid, mayoral bid waiver, or competitive bid waiver by qualified purchase.**

J. City right to set-off delinquent property taxes owed.

1. Right of set-off. Pursuant to C.G.S. § 12-146b, as amended, the city has the right to set-off against any payment due to a vendor or to withhold payment from any vendor if any taxes levied by the city against any vendor or its property, both real and personal, are delinquent, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalties, lien fees and interest outstanding at the time such set-off or withholding of payment occurs. Any vendor that has either been selected by competitive bidding process, has signed a contract or has obtained a purchase order hereby authorizes the city to execute such set-off or to withhold such payment from amounts otherwise due to the vendor.

2. Authority to set-off. Upon the tax collector's issuance of any delinquent tax list, the contracting officer or the comptroller shall have the authority to set-off against any payment due to a vendor or to withhold payment to such vendor the amount of any delinquent taxes due, together with penalties, lien fees and interest outstanding.

K. Purchases through state and federal bid lists, cooperative agreements between municipalities and the like.

1. Use of other bid lists. Procurements obtained by competitive bidding conducted by the State of Connecticut, by the Connecticut Hospital Association or its affiliates, by the federal General Services Administration, or through cooperative associations or agreements between and among municipalities may be utilized when the purchasing agent determines, in writing to the BPP, that utilization of such procurements would be in the best interests of the city; provided, however, that either the purchasing agent shall issue guidelines for the proper utilization of such procurements or the BPP shall adopt an official policy for the proper utilization of such purchases. The purchasing agent shall be responsible for the proper utilization of such other bid lists and cooperative agreements and shall take proper precautions to prevent misuse as he/she may deem to be in the best interests of the city.

L. Exemptions from this section.

1. The sale or purchase of public utilities, as defined under Connecticut law, are not subject to the provisions of this section, however, any provider of a public utility that seeks to do business with the city must meet the threshold requirements of a responsive and responsible bidder under this section.

2. The purchase of special or professional services that are mandated by either federal or state law or city Charter are not subject to the provisions of this section, however, any provider of special and professional services that seeks to do business with the city must meet the threshold requirements of a responsive and responsible bidder under this section.

M. Reports to be prepared by the purchasing agent.

1. Quarterly reports. The purchasing agent shall prepare a written quarterly report within thirty (30) days after the close of each calendar quarter ending in the months of September, December, March and June in a fiscal year, and shall submit the same to the BPP, with copies to the mayor, the city council, the department of finance, and the office of policy and management. Said reports shall contain information about the following activities:

a. Purchases made by the competitive bidding process;

b. Purchases made by the competitive proposal process;

c. Waivers granted from competitive bidding or competitive proposal processes, including critical emergency purchases, mayoral bid waivers issued and qualified purchases;

d. Waivers granted from informal bid and proposal processes;

e. Contracts granted material extensions of scope, time or price;

- f. Contracts granted material modifications of terms and conditions;
- g. Purchases made through federal or state bid lists or through cooperative purchasing arrangements with associations or other municipalities;
- h. Violations or suspected violations of this section; and
- i. Other activities required to be reported to the BPP herein.

2. Annual list of purchases. A list of all purchases made by the purchasing agent shall be filed annually with the city clerk **within thirty (30) days after the close of the fiscal year**. Said list shall include the name, address, disadvantaged or minority business status of the vendor, **the name of the contracting officer as well as** the department, board, or commission making such purchase, the types of goods or services purchased, **the date of the purchase** and the total price paid by the city.

N. Audit.

The city's internal auditors shall conduct an audit of purchasing activities every three years or as otherwise directed by the BPP. Notwithstanding this requirement, the department of finance, office of policy and management or the mayor may request an independent auditor to perform an audit of city purchases.

O. Violations and penalties.

Any deliberate, willful attempt to violate or circumvent the purchasing process established by this section shall be a violation of the city's code of ethics, as the same may be amended from time to time, and shall be dealt with as appropriate by the ethics commission. Any decision by the ethics commission shall not prohibit the city from pursuing its other legal rights and remedies in connection with such violations.

P. Purchases requiring use of other procedures.

Notwithstanding the provisions of this section, with regard to any purchase that is funded in whole or in part by federal or state grant funding or other assistance where the city is the applicant or directly or indirectly benefits therefrom, or as a condition of such funding or assistance the city is required to follow the grantor's procurement rules and regulations, such other procurement rules and regulations shall be followed in lieu of the purchasing processes described in this section.

Q. Records retention. All records of purchases made and related activities shall be retained in accordance with state of Connecticut guidelines for retention of public records.

R. Mandated contract terms incorporated by reference. All terms required by law to be inserted in a contract for particular purchases or purchases in general, including but not limited to equal employment opportunities, affirmative action goals, and the like, shall be deemed to be incorporated by reference into any contract described in this section as if fully such terms are set forth therein.

(Ord. dated 6/19/06 (part); Ord. dated 6/16/03)

3.08.080 Deleted.

3.08.090 Disqualification of vendors from doing business with the city—Procedure.

Purpose. The standards for determining when a contractor, vendor or consultant should be disqualified from contracting with the city directly or as a subcontractor for another party contracting with the city, and the procedures for disqualification are hereby established in order to determine when such action is in the best interests of the city.

A.

Definitions Used. For purposes of vendor disqualification proceedings, the following definitions shall apply:

"Decision" means the written determination by the hearing officer, following notice to the vendor and an opportunity to be heard in accordance with the provisions of this section, with reasons for any action taken, which decision shall be given to the vendor within ninety (90) days following the last date of any hearing in the matter by certified mail, return receipt requested.

"Hearing officer" means the city's purchasing agent or, in his/her absence, his/her qualified designee.

"Period of disqualification" means the period specified in a decision of the hearing officer during which the vendor shall not be permitted to seek or obtain a contract from or other arrangement to supply goods or services to the city, which period shall be no longer than two years duration for the violation that is the subject of the decision.

B.

Direct Basis for Finding Disqualification. The hearing officer may disqualify a vendor from seeking or obtaining a contract from or arrangement to supply goods or services to the city for one or more of the following reasons:

1.

Conviction or entry of a plea of guilty or nolo contendere for, or admission to, the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2.

Conviction or entry of a plea of guilty or nolo contendere or admission to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor;

3.

Conviction or entry of a plea of guilty or nolo contendere or admission to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals on a public or private contract or subcontract;

4.

A willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions;

5.

A history of failure to perform or of unsatisfactory performance of one or more public contracts, agreements or transactions;

6.

A willful violation of a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction;

7.

A willful violation of Section 3.12.130 of this title code.

8.

Willful misrepresentation of itself as a city based business in order to gain an advantage in bidding.

C.

Conduct That May be Imputed to the Vendor. For purposes of determining whether a vendor should be disqualified, the following conduct may be imputed to the vendor:

1.

The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with a vendor may be imputed to the vendor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the vendor and the vendor knew, or had reason to know, of such conduct. The term "other seriously improper conduct" does not include advice from an attorney, accountant or other paid consultant if it was reasonable for the vendor to rely on such advice;

2.

The fraudulent, criminal or other seriously improper conduct of a vendor may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the vendor who participated in, knew or had reason to know of the vendor's conduct; and

3.

The fraudulent, criminal or other seriously improper conduct of one vendor participating in a joint venture or similar arrangement may be imputed to other participating vendors if the conduct occurred for or on behalf of the joint venture or similar arrangement and these vendors knew of or had reason to know of such conduct.

D.

Mitigating Circumstances. The existence of a cause for disqualification shall not be the sole factor to be considered in determining whether the vendor shall be disqualified. In making a determination, the hearing officer shall consider the seriousness of the vendor's acts or omissions and any mitigating factors.

E.

Other Factors That May be Considered. After a decision is rendered, the city council may reduce the period or extent of disqualification, upon the vendor's request, supported by documentation, for the following reasons:

1.

Newly-discovered material evidence;

2.

Reversal of the conviction or guilty plea upon which the disqualification was based;

3.

Bona fide change in ownership or management of the vendor;

4.

Elimination of other causes for which the disqualification was imposed; or

5.

Other reasons the city deems appropriate.

F.

Limited Exception from Disqualification When the Public Good Would be Served. The city may grant an exception permitting a disqualified vendor to participate in a particular contract upon a written determination by the purchasing agent, with the advice of the city attorney, that there is good cause, in the interest of the public, for such action.

G.

Notice and Opportunity to be Heard. The city, through its purchasing agent, shall give written notice to the vendor of the city's intent to commence a hearing to determine whether the vendor should be disqualified under this section, and shall hold one or more hearings thereon, in accordance with the provisions of Chapter 54, Section 4-166 et seq., of the General Statutes then in effect. The city attorney is authorized and directed to assist the hearing officer in the discharge of his/her duties under this section.

(Ord. dated 7/2/07: Ord. dated 6/16/03)

3.08.100 Certified checks or bid bonds—Required when—Procedure.

A.

All advertisements for the proposals or estimates for contracts, when the several parts of the work to be done or the materials or supplies to be furnished under said contract having a value in excess of, or reasonably expected at the time of award to have a value in excess of, fifty thousand dollars (\$50,000.00), shall require such proposals or estimates to be accompanied by a certified check or bid bond drawn to the order of the city for a sum which shall be ten percent per centum of the total amount of such proposals or estimates; provided, however, that, target groups and SLBEs defined in Section 3.12.130 of this title, shall only be required to submit bid security for contracts having a value in excess of, or reasonably expected at the time of award to have a value in excess of one hundred thousand dollars (\$100,000.00). Where a certified check or bid bond is required under this section, the proposals or estimates of those bidders only who have furnished a certified check or bid bond shall be considered by the purchasing agent in the awarding of any contract.

B.

All such certified checks or bid bonds shall be returned to the unsuccessful bidders for such contract after the office of public purchases shall have announced the award thereof to the successful bidder. Within ten days after he shall have received notice of the award to him of any contract or within such time as may be otherwise directed by the purchasing agent, the successful bidder shall furnish to the city a good and sufficient performance bond with surety for the faithful performance of such contract in such amount and containing such terms and conditions as shall be acceptable to the purchasing agent and shall enter into such written contract as the policies of the office of public purchases shall require. The certified check or bid bond furnished to the office of public purchases by the successful bidder shall be returned to him when he shall have executed any written evidence of such contract which may be required by the office and furnished the city with the performance bond provided in this section. In the event that any bidder whose proposals or estimates have been accepted does not furnish the city with said performance bond within ten days from the date that such bidder is notified of the acceptance of his proposals or estimates, or within such time as may be otherwise directed by the purchasing agent, such certified check or bid bond and the funds represented thereby shall be retained by the city, not as a penalty, but as stipulated damages for his failure to execute such written contract and furnish such performance bond.

C.

Concession bids, and where deemed advisable, the bids for any by-product or personal property to be sold through competitive bidding by the office of public purchases, shall require such proposals to be accompanied by a certified check or bid bond drawn to the order of the city for the sum which shall be ten per centum of the total amount of such proposal.

D.

All such certified checks for bid bonds shall be returned to the unsuccessful bidders for such contract after the office of public purchases shall have announced the award thereof to the successful bidder. Within ten days after he shall have received notice of the award to him of any contract or within such time as may be otherwise directed by the purchasing agent, the successful concession bidder shall furnish to the city a good and sufficient performance bond with surety for the faithful performance of such contract in such amount and containing such terms and conditions as shall be acceptable to the purchasing agent and shall enter into such written contract as the policies of the office of public purchases shall require. Sale of by-products or personal property shall require a bill of sale or contract.

E.

The certified check or bid bond furnished to the office of public purchases by the successful bidder shall be returned to him when he shall have executed in writing evidence of such contract which may be required by the office and furnished the city with the performance bond provided in this section.

F.

In the event that any bidder whose proposals have been accepted does not execute such written contract or furnish the city with said performance bond whichever is appropriate within ten days from the date that such bidder is notified of the acceptance of his proposals or within such time as may be otherwise directed by the purchasing agent, such certified check or bid bond and the funds represented thereby shall be retained by the city, not as a penalty, but as stipulated damages for his failure to execute such written contract and furnish such performance bond.

(Ord. dated 6/19/06 (part); Ord. dated 12/21/92 § 18: prior code § 2-277)

3.08.110 Public hearing on sale of city-owned property—Advertisement.

The city council shall hold a public hearing on the sale of any city-owned property not less than seventy-two (72) hours prior to any vote by the city council to approve or disapprove the sale of such property. The city clerk shall cause notice of such public hearing to be published in a newspaper of general circulation no less than ten days prior to such public hearing.

(Ord. dated 12/21/92 § 25: prior code § 2-247)

3.08.120 Prevailing union wage rate on all city contracts required.

Each contract hereafter entered into by the city with any person for the construction, remodeling, alteration or repair of any public building or of public works of any kind shall have incorporated therein the following provision:

"Wages paid any mechanic, laborer or workman employed under this contract shall be not less than the customary or prevailing rate of wages paid in the City of Bridgeport for the same type of work in the same trade or occupation as disclosed by the records of the United States Department of Labor relative to the wage schedules and rates in such trades and occupations in the area in which the City of Bridgeport is located."

(Prior code § 2-288)

3.08.130 Insurance.

A.

All insurance coverage for which the premium to be paid shall exceed the basic provision of the existing law shall be purchased by the board of public purchases in conformance with its standard purchasing procedures.

B.

The board of public purchases, when it shall have awarded any insurance coverage pursuant to subsection A of this section, shall thereupon notify the insurance commission of its action.

C.

In the event that the premium for any insurance coverage shall be less than the basic provision of existing law, the insurance commission shall make arrangements for the purchase of the same.

(Prior code § 2-289)

3.08.140 Unauthorized activities prohibited—Liability.

A.

No contracts, undertakings, commitments, purchases or obligations shall be made or entered into by the city with any individual, firm, partnership, corporation or other legal entity to provide or perform lobbying services or activities on behalf of the city or any of its officials, boards, commissions or agencies without the approval of the city council. No fees shall be paid by the city or any of its officials, boards, commissions or agencies for lobbying unless funds have been expressly appropriated and identified for that particular purpose within the adopted budget.

B.

Any official, officer or employee who authorizes expenditures or disburses funds in violation of this section may be deemed personally liable therefor.

(Ord. dated 12/21/92 § 26: prior code § 2-290)

3.08.150 Penalty for violations of Sections 3.08.070, 3.08.080 and 3.08.100.

Any officer or employee or any member of any board, commission, department, bureau or other agency of the city who shall violate any of the provisions of Sections 3.08.070, 3.08.080 and 3.08.100 shall be deemed guilty of misconduct in office and shall be liable to removal from office therefor.

(Prior code § 2-278)



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

Comm. #35-13 Referred to ECD&E Committee on 2/18/14

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

February 12, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RECEIVED
CITY CLERK'S OFFICE
2014 FEB 12 P 4:58
ATTEST
CITY CLERK

Re: Resolution – National Fish & Wildlife Foundation 2013 Hurricane Sandy Coastal Resiliency Competitive Grant Program

Attached, please find a Grant Summary and Resolution for National Fish & Wildlife Foundation's 2013 Hurricane Sandy Coastal Resiliency Competitive Grant Program to be referred to the Economic and Community Development & Environment Subcommittee of the City Council.

Grant: City of Bridgeport application to the National Fish & Wildlife Foundation's 2013 Hurricane Sandy Coastal Resiliency Competitive Grant Program.

If you have any questions or require any additional information please contact me at 203-332-5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **National Fish & Wildlife Foundation's 2013 Hurricane Sandy Coastal Resiliency Competitive Grant Program**

RENEWAL **NEW x**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants and Community Development**

CONTACT NAME: **Patrick R. Carleton**

PHONE NUMBER: **203-332-5664**

PROJECT SUMMARY/DESCRIPTION:

The City of Bridgeport is seeking funding from the National Fish & Wildlife Foundation's Hurricane Sandy Coastal Resiliency Competitive Grant Program for the Pleasure Beach/East End Resiliency Plan. The primary objective of this project is to develop and implement a plan for enhanced resilience at Pleasure Beach and the East End park/greenway system to ensure increased resilient natural systems for the mitigation of impacts associated with coastal storm surge, wave action and stormwater runoff while improving habitat for threatened and endangered species and other species identified as being of Greatest Conservation Need in Connecticut's State Wildlife Action Plan.

Project Period: Two Years from Contract.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal: \$566,974.00	Salaries/Benefits:
State:	Supplies:
City:	
Other: No Match Required.	

A Resolution by the Bridgeport City Council
Regarding the National Fish & Wildlife Foundation
Hurricane Sandy Coastal Resiliency Competitive Grants Program

(DRAFT)

WHEREAS, the National Fish and Wildlife Foundation is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the 2013 Hurricane Sandy Coastal Resiliency Competitive Grant Program; and,

WHEREAS, the financial assistance under this grant will be used to develop and implement a plan for enhanced resilience at Pleasure Beach and the East End neighborhood to ensure increased resilient natural systems for the mitigation of impacts associated with coastal storm surge, wave action and stormwater runoff while improving habitat for threatened and endangered species and other species identified as being of Greatest Conservation Need in Connecticut's State Wildlife Action Plan; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Department of Public Facilities, submit an application to the National Fish & Wildlife Foundation in an amount not to exceed \$566,974 for the purpose of developing and implementing a plan for enhanced coastal resilience and the improvement of habitats for threatened and endangered species; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the National Fish & Wildlife Foundation to provide financial assistance and assist the City of Bridgeport with coastal resiliency planning and implementation and natural habitat improvements for Pleasure Beach and the East End neighborhood.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the National Fish & Wildlife for the 2013 Hurricane Sandy Coastal Resiliency Competitive Grants Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

BILL FINCH
Mayor

Comm. #36-13 Referred to ECD&E Committee on 02/18/14

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

February 12, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RECEIVED
CITY CLERK'S OFFICE
2014 FEB 12 P 4: 51
ATTEST
CITY CLERK

Re: Resolution – State of Connecticut Department of Economic & Community
Development Special Act Grant for the Black Rock Business District
Improvement Project

Attached, please find a Grant Summary and Resolution for the State of Connecticut Department
of Economic and Community Development's Special Act Grant for the Black Rock Business
District Improvement Project to be referred to the Economic and Community Development &
Environment Subcommittee of the City Council.

Grant: City of Bridgeport application to the State of Connecticut Department of Economic and
Community Development's Special Act Grant Program for the Black Rock Business District
Improvement Project.

If you have any questions or require any additional information please contact me at 203-332-
5664 or Patrick.carleton@bridgeportct.gov.

Thank you,

Patrick Carleton
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Economic & Community Development Special Act Grant for the Black Rock Business District Improvement Project

RENEWAL NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development

CONTACT NAME: Patrick R. Carleton

PHONE NUMBER: 203-332-5664

PROJECT SUMMARY/DESCRIPTION:

The State of Connecticut Department of Economic & Community Development (DECD) is providing financial assistance in the form of a \$500,000 grant-in-aid to the City of Bridgeport that will fund the Black Rock Business District Improvement Program. This project will rehabilitate the damaged streetscape and lighting along the pedestrian oriented core of the business district, increase pedestrian and bicycle infrastructure, decreases blight, invests in district economic data analysis, and provides incentives for attracting new private investments and business.

Project Period: TBD.

IF APPLICABLE

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

Federal:

State: **\$500,000**

City:

Other: **No Match Required.**

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

A Resolution by the Bridgeport City Council

Regarding the State of Connecticut Department of Economic and Community Development

Black Rock Business District Improvement Project

(DRAFT)

WHEREAS, the State of Connecticut Department of Economic and Community Development is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through a State of Connecticut Department of Economic and Community Development Special Act Grant; and,

WHEREAS, the financial assistance under this grant will be used to rehabilitate the damaged streetscape and lighting along the pedestrian oriented core of the business district, increase pedestrian and bicycle infrastructure, decrease blight, invest in district economic data analysis, and provides incentives for attracting new private investments and business; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Connecticut, Office of Planning and Economic Development, submit an application to the State of Connecticut Department of Economic and Community Development in an amount not to exceed \$500,000 for the purpose of rehabilitating and improving the Black Rock Business District; and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Economic and Community Development to provide financial assistance and assist the City of Bridgeport with rehabilitating the damaged streetscape and lighting along the pedestrian oriented core of the business district, increase pedestrian and bicycle infrastructure, decrease blight, invest in district economic data analysis, and provide incentives for attracting new private investments and business.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Economic and Community Development for the Black Rock Business District Improvement Project, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Comm. # 37-13 Ref'd to Ordinance Committee on 2/18/2014.
City of Bridgeport

CitiStat Department

999 BROAD STREET
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BILL FINCH
Mayor

JODIE PAUL
Director of CitiStat
jodie.paul@bridgeportct.gov

To: City Clerk's Office

From: Jodie Paul-Arndt, Deputy CAO/CitiStat Director

Date: February 12, 2014

**Re: Proposed Ordinance Revisions and Additions to Bridgeport Ordinance Chapter 15.08 –
Building Permits and Fees**

Please accept the following proposed ordinance revisions to be submitted to the Bridgeport City Council for their consideration:

Chapter 15.08.010
Chapter 15.08.020

Respectfully,

Jodie Paul-Arndt

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Chapter 15.08 - BUILDING PERMITS AND FEES

Sections:

15.08.010 - Building permit and related fees.

15.08.020 - Building permits to be withheld due to delinquent taxes and user fees.

15.08.010 - Building permit and related fees.

A.

Generally, Chapter 1, Fees, of the State Building Code shall be complied with. Except as set forth in subsections F, G, H, I and J of this section relating to pending school building projects, building permit fees as set forth in subsections A, B, and C of this section shall be applicable to all permits issued by the building department. Fees shall not apply to permits issued for municipal work performed by municipal employees or for Class I renewable energy projects as defined in Section 16-1(a)(26) of the Connecticut General Statutes, as the same may be amended from time to time. Only those items of construction, such as but not limited to footings and foundations, necessary to support the Class I renewable energy project, but not the renewable energy features and equipment of the Class I project, shall be subject to building permit fees.

1.

Where the value of work does not exceed five hundred dollars (\$500.00) a fee of thirty-five dollars (\$35.00); where the value of work exceeds five hundred dollars (\$500.00) but does not exceed one thousand dollars (\$1,000.00), a fee of fifty dollars (\$50.00); plus an additional twenty-five dollars (\$25.00) for each one thousand dollars (\$1,000.00) or fraction thereof in excess of one thousand dollars (\$1,000.00).

2.

Fee Schedule.

Cost of work in dollars	Fee permit
\$ 1 to 500	\$ 35.00
501 to 1,000	50.00
1,001 to 2,000	75.00
2,001 to 3,000	100.00
3,001 to 4,000	125.00
4,001 to 5,000	150.00
5,001 to 6,000	175.00
6,001 to 7,000	200.00
7,001 to 8,000	225.00
8,001 to 9,000	250.00
9,001 to 10,000	275.00
Etc.	

B.

Replacement of Hot Water Heaters.

1. Gas, Electric and Oil-Fired. A flat fee of thirty-five dollars (\$35.00) for a permit to replace hot water heaters will be charged.

2. Electric and Oil-Fired, Wiring. A flat fee of thirty-five dollars (\$35.00) for a permit for electrical wiring of all electric and oil-fired hot water heaters will be charged.

C. Certificate of Occupancy. A fee of one hundred dollars (\$100.00) will be charged for a certificate of occupancy, and a fee of ten dollars (\$10.00) will be charged for a duplicate certificate of occupancy.

D. ICC Regulations. The building department shall apply the International Code Council (ICC) "permit valuation tables", published biannually, when computing the value of construction work within the city. Also, any additional costs to the building department of the city necessary to satisfy state statutes shall be borne by the owner/applicant prior to the issuance of a building permit.

E. Penalty. To prevent unlawful construction, or to prevent the illegal use of occupancy of a building or structure, any company or owner found in violation will be fined two times the normal building fee as a penalty.

F. Generally, Chapter 1, Fees, of the State Building Code shall be complied with. Building permit fees as set forth in subsections F, G and H of this section shall be applicable to all permits issued by the building department for the fees relating to the construction and replacement projects of the West End School, North End School, South End School, Barnum School, Waltersville School, Newfield School and McKinley School. Fees shall not apply to permits issued for municipal work performed by municipal employees.

1. Where the value of work does not exceed five hundred dollars (\$500.00) a fee of twenty-five dollars (\$25.00); where the value of work exceeds five hundred dollars (\$500.00) but does not exceed one thousand dollars (\$1,000.00), a fee of thirty-two dollars (\$32.00); plus an additional sixteen dollars (\$16.00) for each one thousand dollars (\$1,000.00) or fraction thereof in excess of one thousand dollars (\$1,000.00).

2.

Fee Schedule.

Cost of work in dollars	Fee permit
\$ 1 to 500	\$ 25.00

501 to 1,000	32.00
1,001 to 2,000	48.00
2,001 to 3,000	64.00
3,001 to 4,000	80.00
4,001 to 5,000	96.00
5,001 to 6,000	112.00
6,001 to 7,000	128.00
7,001 to 8,000	144.00
8,001 to 9,000	160.00
9,001 to 10,000	176.00
Etc.	

G.

Replacement of Hot Water Heaters.

1.

Gas, Electric and Oil-Fired. A flat fee of twenty-five dollars (\$25.00) for a permit to replace hot water heaters will be charged.

2.

Electric and Oil-Fired, Wiring. A flat fee of twenty-five dollars (\$25.00) for a permit for electrical wiring of all electric and oil-fired hot water heaters will be charged.

H.

Certificate of Occupancy. A fee of ten dollars (\$10.00) will be charged for a certificate of occupancy, and a fee of five dollars (\$5.00) will be charged for a duplicate certificate of occupancy.

I.

BOCA Regulations. The building department shall apply the building officials and code administrators (BOCA) "permit fee schedule," published biannually, when computing the value of construction work within the city. Also, any additional costs to the building department of the city necessary to satisfy state statutes shall be borne by the owner/applicant prior to the issuance of a building permit.

J.

Penalty. To prevent unlawful construction, or to prevent the illegal use of occupancy of a building or structure, any company or owner found in violation will be fined two times the normal building fee as a penalty.

K.

Anti-Blight Violations. A property with an active building permit must be kept in such a condition that it does not violate the Anti Blight Program, as set forth in Chapter 8.76 of the Bridgeport code of ordinances. If the issuance of a building permit would result in construction debris/waste that would be considered blight, it will be required that a dumpster be placed on site upon at commencement of construction. The dumpster shall be large enough to contain all of the construction debris/waste that would be

generated from said building project. The owner or contractor who may be applying for the building permit shall maintain the ability to remove the construction debris/waste by other means so long as it does not cause the property to become blighted. If the owner or contractor has no other means for debris/ waste removal or has failed to remove such on a continuous basis, then the Building Official (or his designee) shall issue a stop work order and construction shall not resume until a dumpster is placed on site for continuous disposal. If a property is deemed to be in violation of the city's blight regulations, the property shall be imposed penalties as described in section 8.76.050(b)(5).

- L. **Suspension/Abandonment of Work.** In accordance with CGS 105.5 Expiration of Permits, every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 of such issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 after the time the work has commenced. Abandonment of work shall mean the complete stoppage of the work authorized by such permit. Suspension of work shall mean that a reasonable amount of time (greater than 180 days) has passed and there has been an extreme delay or very little progress of the work authorized by such permit. The reasonable amount of time shall be determined by the Building Official or his/her designee and shall be considerate of the size and value of work.

(Ord. dated 3/6/06; Ord. dated 7/5/05; Ord. dated 8/5/02)

(Ord. dated 11/3/08; Ord. dated 12/10/12)

15.08.020 - Building permits to be withheld due to delinquent taxes and user fees.

In the event that a building permit is requested to be issued on any property within the city of Bridgeport and there are delinquent taxes or delinquent sewer use charges on such property, the building official shall withhold the issuance of such permit until the delinquent property taxes, interest, lien fees and sewer use charges are paid in full.

A.

Whenever a building permit is requested for any property in the city of Bridgeport, the building official or his/her designee shall make inquiry with the office of the tax collector to ascertain as to whether or not there are any delinquent taxes, interest or lien fees owed on such property, and with the Water Pollution Control Authority ("WPCA") to ascertain as to whether or not there are any delinquent sewer use charges owed on such property. The building official may accept a current paid tax bill or sewer use bill as proof

that no such delinquent taxes or sewer use charges are owned, in lieu of such inquiry.

B.

Once the chief building official has made an inquiry regarding a property's tax status and sewer use status, the tax collector and/or WPCA shall certify this information, in writing, **which may include email confirmation or the use of building permit tracking software** ~~on a form drafted by or approved by the office of the city attorney. The completed forms shall be returned to the building official.~~ Upon receiving certification that there are outstanding taxes, or interest, or lien fees, or sewer use charges on a subject property, the building official shall withhold the building permit until the delinquent taxes, interest, lien fees and delinquent sewer use charges are paid in full and acceptable proof of payment has been given to the building official or until a payment schedule for such delinquent taxes, interest, lien fees and sewer use charges has been agreed to by the tax collector in accordance with established practices and procedures permitted by ordinance.

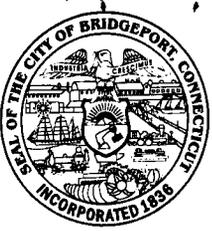
C.

In the event that a delinquent taxpayer pays the outstanding taxes, interest, lien fees and sewer use charges, the tax collector and/or WPCA shall issue a release. Such release shall be considered adequate proof that all outstanding taxes and sewer use charges, together with any interest and lien fees concerning such property have been paid to the city.

D.

Exceptions. This section shall not apply in situations where the property is the subject of a tax appeal and the taxpayer has made the minimum tax payments required by Section 12-118 of the Connecticut General Statutes. Nor shall this section apply in situations where a building permit is required to permit compliance with an order for repair/improvement issued by the judicial branch of the state of Connecticut, housing session. Nor shall this section apply in situations where a building permit is required for the purpose of the construction or installation of an access ramp or any other mechanism or equipment designed to aid or assist someone with access due to a disability where tax arrearage payment arrangements are in effect, current and scheduled to be completed within six months.

(Ord. dated 9/5/06; Ord. dated 3/21/05)



Comm.# 38-13 Ref'd to Ordinance Committee on 2/18/2014.
City of Bridgeport

CitiStat Department

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BILL FINCH
Mayor

JODIE PAUL
Director of CitiStat
jodie.paul@bridgeportct.gov

To: City Clerk's Office

From: Jodie Paul-Arndt, Deputy CAO/CitiStat Director

Date: February 12, 2014

**Re: Proposed Ordinance Revisions and Additions to Bridgeport Ordinance Chapter 3.12 –
Minority Business Enterprise Program Building**

Please accept the following proposed ordinance revisions to be submitted to the Bridgeport City Council for their consideration:

Chapter 3.12.130

Respectfully,

Jodie Paul-Arndt

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Chapter 3.12

EQUAL OPPORTUNITY REQUIREMENTS FOR CONTRACTORS

Sections:

3.12.010 Definitions.

3.12.020 Contract provisions.

3.12.030 Pre-award inspection.

3.12.040 Compliance reports.

3.12.050 Effect of labor agreements on ability to comply.

3.12.060 Exemptions.

3.12.070 Duties of contracting agencies.

3.12.080 Conciliation.

3.12.090 Investigation.

3.12.100 Sanctions.

3.12.110 Notification to comptroller.

3.12.120 Effect on other regulations.

3.12.130 Minority business enterprise program.

3.12.010 Definitions.

As used in this chapter:

"Age" means any age between forty (40) and sixty-five (65) years, inclusive.

"Contract" means any written agreement, purchase order or instrument whereby the city is committed to expend or does expend its funds in exchange for work, labor, construction of public buildings and other public works including improvements thereto, equipment, materials, supplies, goods, services or any combination of the foregoing.

"Contracting agency" means any department, board, bureau, commission, office, or other agency, or any official or employee thereof, who or which is authorized to and does, on behalf of the city, provide for, enter into, award or administer contracts as defined in this section.

"Contractor" means any firm, company, corporation, partnership or person, which supplies work, labor, equipment,

materials, goods, services or any combination of the foregoing, to the city.

"Office of contract compliance" refers to the city of Bridgeport's office of contract compliance.

(Prior code § 2-301)

3.12.020 Contract provisions.

All municipal contracting agencies shall include in every contract hereafter entered into, except for those exempted in accordance with the provisions of Section 3.12.060, the following provisions:

- A. The contractor agrees and warrants that during the performance of this contract he will not discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the office of contract compliance setting forth the provisions of this section.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of this section and with all rules and regulations or orders issued by this office of contract compliance pursuant thereto.
- E. The contractor will provide the office of contract compliance with such information requested by said office concerning the employment pattern, practices and procedures of the contractor as relate to the provisions of subsections A through C of this section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any rule, regulation or order issued under this section, the contract may be canceled, terminated or suspended, in whole or in part, and such other sanctions may be imposed and remedies invoked as are provided under the provisions of Section 3.12.100(D) and rules, regulations or orders issued pursuant thereto, or as otherwise provided by federal and state laws.
- G. The contractor will include the provisions of subsection A of this section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the office of contract compliance issued pursuant to Section 3.12.060, so that such provision will be binding upon each subcontractor or vendor. The contractor will take such action with

respect to any subcontract or purchase order as the office of contract compliance may direct as a means of enforcing this section, including sanctions for noncompliance in accordance with the provisions of Section 3.12.100.

(Prior code § 2-302)

3.12.030 Pre-award inspection.

No contract shall be let or awarded by any municipal contracting agency unless and until the contractor has filed with the contracting agency and with the office of contract compliance, on forms prescribed by such office, such assurances of willingness and ability to comply with the provisions of this chapter relating to affirmative action and desire to ensure equal employment opportunity as are satisfactory to the contracting agency and the office of contract compliance. Whenever a contractor is required by state or federal law to furnish information to a state or federal contract compliance or equal employment opportunities agency under a state or federal program designed to secure nondiscrimination in employment by government contractors, such contractor may, in lieu of providing the office of contract compliance with the above-described information, provide said office with identical copies of current information supplied to such state or federal agency.

(Prior code § 2-303)

3.12.040 Compliance reports.

Each contractor having a contract containing the provisions prescribed in Section 3.12.020 shall file, and shall cause each of his subcontractors to file, with the office of contract compliance, such compliance reports as said office may direct. Compliance reports shall contain such information as to the employment pattern, policies, programs and employment policies, employment programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the office of contract compliance may prescribe.

(Prior code § 2-304)

3.12.050 Effect of labor agreements on ability to comply.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or any agency referring workers or providing or supervising apprenticeship or training for such workers the compliance reports shall include such information as to such labor union's or agency's practices and policies affecting compliance as the office of contract compliance may prescribe, provided that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the office of contract compliance as part of its compliance report, and shall specifically state what efforts he has made to obtain such information.

(Prior code § 2-305)

3.12.060 Exemptions.

The office of contract compliance shall exempt a contracting agency from the requirement of, including any or all of the provisions of Section 3.12.020 in any specific contract, subcontract or purchase order: (1) involving less than twenty-five

thousand dollars (\$25,000.00) or less than ten workers, or (2) to the extent that they involve subcontracts below the second tier. The office shall also provide by rule, regulation or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract.

(Prior code § 2-306)

3.12.070 Duties of contracting agencies.

All contracting agencies shall comply with the rules, regulations and orders of the office of contract compliance in securing compliance, in all contracts and otherwise, with the provisions of this chapter and of the rules, regulations and orders of the office of contract compliance issued pursuant thereto. They are directed to cooperate with such office, and to furnish such office such information and assistance as it may require in the performance of its functions under this chapter. They are further directed to designate or appoint, from among the agency's personnel, compliance officers, each of whom shall, while serving in that capacity, work under the guidance of the office of contract compliance and furnish such office such information as it may require in order to effectuate the provisions of this chapter.

(Prior code § 2-307)

3.12.080 Conciliation.

Under rules and regulations prescribed by the office of contract compliance, the office of contract compliance shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this chapter by methods of conference, conciliation, mediation or persuasion before proceedings shall be commenced under subsection A of Section 3.12.100, or before a contract shall be canceled or terminated in whole or in part under subsection E of Section 3.12.100, for failure of a contractor or subcontractor to comply with the contract provisions of this chapter.

(Prior code § 2-308)

3.12.090 Investigation.

The office of contract compliance may investigate the employment practices of any government contractor or subcontractor to determine whether or not the contractual provisions of Section 3.12.020 have been violated. Such office shall also receive and investigate, or cause to be investigated, complaints by employees or prospective employees of a government contractor which allege discrimination in violation of the contractual provisions specified in Section 3.12.020, or in violation of state and federal anti-discrimination laws.

(Prior code § 2-309)

3.12.100 Sanctions.

In accordance with such rules, regulations or orders as the office of contract compliance may issue or adopt, the office of contract compliance may:

A. Recommend to the state commission on human rights and opportunities, the Federal Equal Opportunity Commission, the United States Department of Justice, or any other federal or state agency with power to do so, that appropriate

proceedings to be instituted under the State Fair Employment Practices Act, or titles VI and VII of the 1964 Civil Rights Act, as amended when necessary;

B. Recommend to any federal agency charged with enforcing the provisions of any Presidential executive order dealing with contract compliance or affirmative action that appropriate proceedings be brought to enforce the provisions of such order, if applicable;

C. Recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of any false information to any contracting agency or the office of contract compliance, as the case may be;

D. Cancel, terminate, suspend or cause to be canceled, terminated or suspended, any contract or purchase order, or any portion thereof, for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract or purchase order. Contracts may be canceled, terminated or suspended absolutely, or continuance thereof may be conditioned upon a program for future compliance and an affirmative action program approved by the office of contract compliance. No sanctions included in this section may be imposed until a finding of noncompliance with this chapter has been determined by the citizen's advisory committee on contract compliance after a hearing;

E. Use its best efforts, directly and through contracting agencies, other interested city, state and federal agencies, contractors and all other available instrumentalities, to cause any labor union engaged in work under city contracts, or any agency referring workers or providing for supervising apprenticeship or training for or in the course of such work, to cooperate in the implementation of the provisions of this chapter;

F. Publish, or cause to be published, the names of contractors or subcontractors or unions which have been found, after appropriate proceedings, to be in violation of this chapter or any rules, regulations or orders of such office.

(Prior code § 2-310)

3.12.110 Notification to comptroller.

Whenever a contracting agency, acting under the direction of the office of contract compliance, cancels or terminates a contract or purchase order pursuant to subsection D of Section 3.12.100, because of noncompliance with the contract provisions related to nondiscrimination, such contracting agency or the office of contract compliance, shall promptly notify the comptroller of the action. The comptroller may not authorize payment of any work performed or materials supplied after such notification. Any such action may be rescinded by the office of contract compliance, or by the contracting agency which imposed the sanctions, if the office of contract compliance so approves and directs.

(Prior code § 2-311)

3.12.120 Effect on other regulations.

The provisions of this chapter shall be deemed supplementary to, and not in lieu of, or in substitution for, any and all other city ordinances and other applicable state and federal laws, rules, regulations, orders and executive orders relating to nondiscrimination. Nothing in this chapter shall be deemed to be in opposition to or in contravention of any existing or future state or federal law, rule, regulation, order or executive order.

(Prior code § 2-312)

3.12.130 Minority business enterprise program.

A. Purpose. The purpose of this chapter is to:

1. Recognize the findings of the Disparity Study dated March 2005 conducted at the city's request;
2. Implement a race and gender-conscious program to correct historic discrimination in contracting for those groups identified in the Disparity Study;
3. Create a sheltered market program to benefit small, Bridgeport-based businesses by providing a pool of contracts for which they can compete on a fair basis; and
4. Take steps to reduce or eliminate aspects of the city's bidding and contracting processes that pose the greatest difficulties for minority businesses and other small businesses and hinder their participation, prosperity and growth.

B. Definitions. All capitalized terms not defined in this chapter shall have the meanings assigned to them in Section 3.08.070, Purchasing procedure, unless the context otherwise requires.

"African American" means a Black American, including all persons having origins in any of the Black African racial groups not of Hispanic origin.

"American Indian" means a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

"Asian American" means an Asian American, including all persons having origins in any of the countries of the Asian continent, Southeast Asia, an Asian Pacific American and a Pacific islander.

"Business" means a business defined under "company."

"Certified" means an MBE, WBE or DBE contractor whose status as a member of a particular minority group classification has been established, certified or accepted for participation in any minority, disadvantaged or small business program by: (a) any state of Connecticut agency or quasi-governmental agency, (b) any other state governmental or quasi-governmental agency in another state, and (c) any governmental or quasi-governmental agency of any city, town, county or municipality in Connecticut or any other state, and which certified contractor otherwise possesses the experience, skills and resources to satisfy a city contract and/or contract category.

"City based business" or "CBB" means a business with its principal place of business located within the City of Bridgeport. A business shall not be considered a city based business unless evidence satisfactory to the purchasing agent has been submitted with each bid to establish that said business has its bona fide principal place of business in Bridgeport. Such evidence shall include a) ownership of or a long-term lease of the real estate from which its principal place of business is operated, b) payment of property taxes on the personal property of the business, c) proof of registration as a corporation or LLC with the Office of the Secretary of the State, or d) documentation (copies of employees' W-9 forms, State ID card, CT license or passport) proving that more than 50% of its workforce on the contract resides in Bridgeport. City based business status must be established at least one year prior to the date in which competitive bids are due, and maintain such status throughout the term of the contract with the City of Bridgeport.

"City contract" for purposes of this chapter means any contract, purchase order, bid, quote or selection process involving work in the nature of construction (including new construction, rehabilitation, demolition and site work), architecture and engineering, professional services, nonprofessional services, or goods.

"Company" means a business enterprise, including a corporation, partnership, joint venture, limited liability company, limited liability partnership or sole proprietorship.

"Compliance committee" means a committee established by the administrator to oversee the implementation of this chapter, compliance with its provisions, interpretations of its meaning and application, hearing and resolution of protests and complaints, and implementation of remedies and penalties, consisting of the administrator, a representative of the purchasing department, a representative of the city attorney's office, the city council's legislative director, and a representative from any city consultant engaged for purposes of implementation and/or compliance.

"Compliance reports" means those reports identified in this chapter prepared by the person or department designated or otherwise prepared at the request of the administrator or his designee, including any city consultant engaged for such purpose, to track all phases of the program established by this chapter, including utilization of minority contractors and Bridgeport businesses, compliance by bidders and various participants in the implementation of or compliance with the program, outreach efforts, protests and complaints received and determined, enforcement actions taken, liquidated damages assessed, debarments and disciplinary actions recommended, and such other reports as the administrator may deem necessary or desirable.

"Contracting category" means contracts for construction, contracts for architecture and engineering, contracts for professional and nonprofessional services, and goods.

"Disadvantaged business enterprise" or "DBE" means an individual having a physical impairment that substantially limits one or more of the major life activities of the individual or who has a record of such an impairment that is certified.

"Due diligence criteria" for purposes of this chapter, means a fair and unbiased method by which a contracting officer obtains informal quotes when permitted by Section 3.08.070 from companies, including MBEs, WBEs and DBEs, such that bias, prejudice and discretionary practices by a contracting officer are minimized and city contracts are awarded in compliance with the requirements of this chapter.

"Evaluation credits" means, in a qualifications-based selection process, the assignment of ten additional points to applicable target groups when evaluating their qualifications and/or their proposals, based upon a uniform one hundred (100) point scoring system described in this chapter in order to arrive at a short-list of proposers so that target groups are not placed at a competitive disadvantage when competing with non-target groups.

"Formal contracts" means those city contracts that exceed ~~twenty-five thousand dollars (\$25,000.00)~~ one hundred thousand dollars (\$100,000) and are required to be publicly advertised under Section 3.08.070.

"Good faith efforts" means a prime contractor's obligations to reach out through various means and methods described in this chapter to minority contractors to participate as subcontractors in connection with the prime contractor's intention to bid for a city contract, as more particularly described in subsection (G)(5) of this section.

"Hispanic American" means a Hispanic American, including all persons of Mexican, Puerto Rican, Cuban, Central or South

American, or other Spanish culture or origin, regardless of race.

"Industry coding" means the contracting officer's determination of and the purchasing director's agreement with the industry classification codes assigned to a city contract prior to or at the time of bid to facilitate bidding, selection, implementation, compliance, monitoring and enforcement activities.

"Informal contracts" means those city contracts ~~under twenty-five thousand dollars (\$25,000.00)~~ that are not required to be publicly advertised under Section 3.08.070 of this title.

"Jobs funnel" means a community effort to provide opportunities for Bridgeport residents to receive life-skills training, job training, and job placement with building trades and companies doing business with the city or in the city of Bridgeport.

"Liquidated damages" means monetary penalties that can be assessed against a prime contractor or a minority contractor for violation of the requirements of this chapter, as more particularly described in subsection (G)(3) of this section.

"Minority business enterprise," "minority contractor" or "MBE" means a minority-owned business, including minority female-owned business enterprises, the latter sometimes referred to herein as a "WMBE" that demonstrates at least fifty-one (51) percent of the ownership held by a person(s) who is a member of a racial minority group, and who exercises operational authority over the daily affairs of the business, has the power to direct policies and management, and receives beneficial interests of the business that is certified. ~~In some cases use of the term "minority contractors" or "MBEs" may include WBEs, WMBEs and DBEs where the context requires.~~

"Outreach and marketing program" means a city program operated by the administrator, or his designee, including any city consultant engaged for that purpose, to attract and promote the inclusion of new and existing minority contractors into the city bidding and contracting process, including soliciting businesses to bid for city contracts and become city contractors, advertising contracting opportunities especially in media outlets sensitive to minority interests, hosting open houses, registration and networking events, arranging training opportunities, facilitating partnering with companies, and identifying agencies and for-profit and not-for-profit organizations interested in fostering the capacity and effectiveness of minority businesses, and the like.

"Prime contractor" means a nonminority contractor or minority contractor that seeks or obtains a the initial city contract.

"Program administrator" or "administrator" means the city's chief administrative officer or his designee, including any city consultant engaged for implementation purposes or the compliance committee.

"Project labor agreement" or "PLA" means one (or more) agreements sought for and arranged by the city on appropriate projects or programs such as the new schools construction program to ensure the creation of trade apprenticeships and other job opportunities for Bridgeport residents in accordance with the goals of this chapter.

"Prompt payment directive" means the city's commitment to a prompt payment process developed by the administrator, director of finance and the director of information technology for: (a) all prime contractors employing minority contractors as subcontractors, and (b) all minority contractors - to ensure that the city pays complete invoices in a maximum of thirty (30) days if to a prime contractor and a maximum of fifteen (15) days if to a minority contractor

employed as a subcontractor, except for any portions of such invoices about which there exists a legitimate dispute.

"Self-perform" means that a certified MBE, WBE or DBE contractor, whether a prime contractor or a subcontractor, performs thirty (30) percent of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls.

"Sheltered market program" means a city program developed by the administrator or his designee, including any city consultant engaged for that purpose, and the director of purchasing that creates a pool of various city contracts for SLBEs in contracting categories in which SLBEs are available that ensures fair competition for city contracts taking into account the relative sizes and resources of SLBEs so that SLBEs compete for city contracts against other SLBEs of similar size and resources.

"Small local business enterprise" or "SLBE" means a business enterprise having its principal office in Bridgeport and a business license, and either less than five million dollars (\$5,000,000.00) in annual sales or fewer than twenty (20) employees.

"Subcontractor substitution" means a prime contractor's request to substitute or replace a minority contractor, WBE or DBE listed or identified prior to the time of award and upon which the award was made, which can only be accomplished with the administrator's, or his designee's, including a city consultant engaged for that purpose, or the compliance committee's prior written consent after written notice from the prime contractor to the administrator, with a copy to the subcontractor, both the prime contractor and the subcontractor having a right to be heard, and such a substitution must be based on good cause shown in accordance with a process established by the administrator or the compliance committee.

"Target groups" means those racial or gender groups identified in the Disparity Study that experienced historic discrimination in city contracting to such a degree that this chapter provides race and gender-conscious remedies such as set-asides, percentage attainable goals, evaluation credits or other preferences.

"Voluntary programs" means those program activities described in this chapter and other activities implemented in the future by the administrator or his designee, including any city consultant engaged for that purpose, that are designed to encourage and develop minority contractors, WBEs, DBEs, and SLBEs, provided that such activities are legally permissible without the need to establish historic discrimination and are essentially neutral as to all types of small business enterprises, including but not limited to the creation of a sheltered market program, the adoption of project labor agreements, the creation of a jobs funnel, etc.

"Waiver" means the request for relief from a requirement of this chapter, satisfactory to the program administrator or the compliance committee, that the prime contractor's good faith efforts to identify a minority contractor, WBE, or a target group, as required by this chapter, did not result in meeting at least fifty (50) percent of the requirements or goals of this chapter in spite of the prime contractor's good faith efforts to achieve compliance.

"Women business enterprise" or "WBE" means a women-owned business enterprise contractor who is not a member of a racial minority group and whose legal existence has been established for at least one year prior to the time of bid.

C. Guiding Principles.

1. It is important to implement the principles and goals of this chapter in a way that encourages the participation of

MBE, WBE and DBE contractors in the city contracting process while at the same time being fair and avoiding unreasonable burdens on other contractors that are not members of such groups.

2. It is important to implementation and compliance that participants in the city contracting process, whether prime contractors, subcontractors, MBEs, WBEs, DBEs, and city officials, employees and agents, be discouraged in various ways and penalized for noncompliance, efforts to avoid or subvert, or assist others in such efforts, or to appear to be in compliance with the important principles and goals of this chapter by the use of strategies, devices, ploys and other improper means.

3. It is important in the implementation and compliance process to understand that this chapter serves as an important tool in the revitalization of the city's economy, including the encouragement, development and success of Bridgeport companies and the employment of Bridgeport residents.

4. A prime contractor who is a certified MBE, ~~WBE or DBE~~ or MWBE and meets the other requirements of this chapter such as the obligation to self-perform, is, by definition, in compliance with the principles and goals of this chapter. A prime contractor, who is a certified WBE or DBE, must still comply with the MBE principles and goals of this chapter.

D. Establishment of Race and Gender-Conscious Remedies.

1. Formal Prime Contract Remedies.

a. Competitive Bids. An attainable goal of ~~thirty (30)~~ **forty (40)** percent of the aggregate dollar value of each formal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs, and goal of ten (10) percent to CBBs).

b. Qualifications-Based Selections. An attainable goal of ~~thirty (30)~~ **forty (40)** percent of the aggregate dollar value of a city contract is established for prime contractor utilization of certain target groups during QBS processes. For purposes of this subsection, the target groups that should receive evaluation credits are:

i. City contracts for construction professionals: African Americans, Hispanic Americans, MBEs, and minority female and Caucasian female minority business enterprises and CBBs.

ii. City contracts for architecture and engineering professionals: Asian Americans, Hispanic Americans, and Caucasian females.

iii. City contracts for other professional services: Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

iv. City contracts for goods and nonprofessional services: African Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

2. Informal Prime Contract Remedies.

a. An attainable goal of thirty (30) percent of the aggregate dollar value of each informal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b. Since informal city contracts awarded to prime contractors are not usually publicly advertised and tend to be awarded by individual contracting officers after informal quotes are obtained, MBEs do not participate sufficiently in city contracts to the extent that they can build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. The administrator and the director of purchasing shall implement due diligence criteria for contracting officers and standardize the process for identifying, documenting and selecting target groups for the award of informal city contracts to minimize discretionary or prohibited practices.

For purposes of this subsection, the target groups are:

i. City contracts for construction: African Americans, Hispanic Americans, and MBEs and CBBs.

ii. City contracts for architecture and engineering services: Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female business enterprises.

iii. City contracts for professional services: African Americans, Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

iv. City contracts for goods and nonprofessional services: African Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.

3. Disparity in Construction Subcontracting Remedy.

a. In addition to the attainable goal of thirty (30) percent of the aggregate dollar value for formal city contracts and the attainable goal of thirty (30) percent for informal city contracts, a mandatory requirement of six percent of the aggregate dollar value of formal and informal construction subcontracts is established for prime contractor utilization of certified African American businesses who self-perform and meet the other requirements of the bid. African-American businesses constitute the target group for purposes of this subsection.

b. The administrator or his designee, including any city consultant engaged for this purpose, and the director of purchasing will create a registration system that will collect business information, construction trade classification, size, capacity and other characteristics for African American contractors. City contracts for construction subcontracting reserved for African American contractors shall be based on such registry and shall be revised on an annual basis to accommodate the registration of new African American contractors in the construction trades.

c. The inability of a prime contractor to meet the mandatory six percent African American requirement of this subsection may be permitted only upon the administrator's grant of a waiver for good cause shown in accordance with this chapter. If a waiver is not granted, all or portions of the work shall be re-bid if feasible and practical or the administrator shall assign work in a fair and unbiased manner to contractors previously identified and participating in the program created by this chapter who are certified, self-perform and meet the other requirements of the bid. This mandatory requirement and a study of the general utilization of minority contractors shall be revisited in ten years from the date of the Disparity Study.

4. Sheltered Market Program for SLBEs.

a. An attainable goal of thirty (30) percent of the aggregate dollar value of city contracts to SLBEs for city contracts determined to be appropriate for the city's sheltered market program. Such attainable goal shall be implemented

without regard to the minority, female or disadvantaged status of any SLBE. The administrator or his designee, including any city consultant engaged for such purpose, and the director of purchasing shall determine in which contracting categories SLBEs are available to bid for city contracts and shall bid such contracts to SLBEs in a manner that ensures fair competition, taking into account the relative sizes of available SLBEs so that SLBEs compete for such city contracts against other SLBEs of similar size.

b. This program will enable such SLBEs to build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. In order to identify the SLBEs interested in obtaining city contracts, the administrator or his designee, including any city consultant engaged for such purpose, and the director of purchasing will create a registration system that will collect SLBE business information, industry classification, size in terms of annual sales, capacity, workforce size, equipment and other characteristics. The city contracts sought to be awarded to SLBEs in the sheltered market program shall be based upon such registry and shall be revised on an annual basis to accommodate the registration of new SLBEs. All SLBEs on the registry shall receive procurement notices for the city contracts reserved for the sheltered market according to each SLBE's industry coding and according to their availability and their experience, skills and resources to satisfy a city contract and/or contract category.

c. SLBEs are not required to meet MBE, WBE or DBE goals established by this chapter for city contracts that are not included in the sheltered market program, but are nevertheless encouraged to utilize MBE, WBE and DBE subcontractors where possible.

E. Establishment of Best Practices. For purposes of implementing the city's program, the administrator will ensure that best management practices are employed to improve MBE, WBE and DBE access to and participation in city contracts. The following practices focus on pre-award and post-award efforts and are intended to benefit all minority contractors and SLBEs interested in contracting with the city. Best practices include, but are not limited to, the following:

1. Identification of Specific Subcontractors is Required and Substitutions May Not be Made Without Good Cause Shown. Prime contractors must either identify subcontractors at the time of bid submission or indicate that they intend to meet the goals established for such contract. Following receipt of a notice of intent to award, a prime contractor must identify such subcontractors, the dollar value of each subcontractor's work, and those subcontractors may not be substituted without good cause being shown in accordance with this chapter. The administrator will determine whether good cause has been shown for the substitution of the subcontractor and shall be guided by the principles and goals of this chapter and any applicable industry standards in the contract category involved. Administrator approval must be granted prior to any such substitutions being made.

2. Creation of a Uniform System for Posting Procurement Notices. The administrator or his designee, including any city consultant engaged for such purpose, the director of purchasing and the director of information technology shall establish a uniform system for posting notices of city contracts that includes posting minority contracting opportunities in the purchasing department, providing computer stations available to the public in the purchasing department for contracting opportunities, registration, placing bids, etc., placing newspaper notices, website posting, fax notification, email notification and/or any combination thereof with other methods. Sufficient time should be permitted between bid posting and bid opening so that prime contractors are able to make good faith efforts to recruit minority contractor participation.

3. Unbundling of City Contract Opportunities into Smaller Contracts Where Feasible. Where practical and feasible, contracting officers seeking to bid city contracts should make every effort to unbundle contracts into separate parts of

the work (including labor, materials, equipment, etc.) in a way that is practical, manageable, efficient and cost-effective, in a way that balances such concerns with the goal of maximizing the ability of MBEs to participate as subcontractors or as prime contractors themselves.

4. **Revising Bonding Requirements.** The administrator and the city attorney shall develop a policy to reduce or eliminate to the extent practical and feasible the bonding requirements from MBEs, WBEs and DBEs for city contracts, including for example the establishment of a contingency in the budget for the work to cover the costs and consequences of a minority contractor's failure to complete, that balances the city's concerns about job completion, risks and potential liabilities, and other legal concerns with this chapter's desire to ensure that bonding requirements do not constitute an unreasonable obstacle to participation, including the creation of a contingency fund in the budget for particular city contracts to cover the cost of complete and consequences resulting from a minority contractor's failure to perform.

5. **Phased Release of Bonding and Retainage.** The administrator and the city attorney shall develop a policy and procedure, when practical and feasible, to work with prime contractors to permit periodic releases of an MBE's, WBE's or DBE's performance bond, where subcontractor bonds are required by the prime contractor, and to release retainage upon satisfactory completion of portions of such subcontractor's work so long as the prime contractor is satisfied with the quality and completion of such work. Prime contractors may not create retainage greater than five percent of the value of a minority contractor's portion of the work, but may create retainage up to ten percent in other cases according to industry standards and practices not in violation of law. Such policy and procedure shall not include the periodic release of payment bonds, since such bonds are created to protect the interests of other subcontractors or sub-subcontractors.

6. **Adopt a Prompt Payment Procedure to Assist MBEs– Prohibition of "Pay When Paid" Clauses in Certain Contracts.** The administrator and the director of finance shall develop a prompt payment procedure that prioritizes payments to minority contractors and the prime contractors for whom they may be working. Such procedure shall provide for the payment of complete invoices to a prime contractor that utilizes minority contractors in a maximum of thirty (30) days after receipt, elimination of any "pay when paid" clause in the prime contractor's contracts with minority contractors, and a requirement that prime contractors shall pay minority contractors within fifteen (15) days of the receipt of complete invoices. In all cases, payments in accordance with this paragraph are not required within such timeframes for invoices or portions thereof about which there exists a legitimate dispute until such dispute is resolved.

7. **Adoption of Protest Procedures.** The administrator and the city attorney shall develop protest procedures when contractors, whether prime contractors or minority contractors, or other persons wish to challenge a bid, contract award, grant or denial of a waiver, release of retainage, and other complaints that may arise in the interpretation, implementation, monitoring and compliance activities of this chapter, and such procedures may be similar to the bid protest procedures adopted by the board of public purchases pursuant to Section 3.08.070 of this title. Such protests shall be heard and determined by the compliance committee.

8. **Collection of Monthly Records– Preparation of Compliance Reports on a Regular Basis.** In order to determine the program's level of success and to address any problems that may result in the implementation of the program described in this chapter, monthly records will be available for review in the department of purchasing, and the administrator or his designee, including any city consultant engaged for such purpose, shall prepare quarterly utilization reports at the end of the months of October, January, April and July in each fiscal year for submission to the mayor and the legislative director of the city council. Such compliance reports shall include reports on minority contractor availability and utilization, employment of minority contractors, creation of apprenticeships and employment opportunities for Bridgeport residents on projects covered by project labor agreements, nature and results of bid protects, instances of

noncompliance by prime contractors, minority contractors, city employees and others involved in the program.

9. Establishment of Outreach and Marketing Program. The administrator or his designee, including any city consultant engaged for such purpose, shall develop an outreach and marketing program that includes developing a tag line and print materials for an outreach campaign, creating procedures for distributing forecasts of contracting opportunities, developing arrangements with public and private agencies and organizations to disseminate information about the program described in this chapter, and conducting periodic program monitoring and evaluation as required by this chapter. This program will create a resource listing existing and new minority contractors that contains the contracting category, minority group affiliation, target group membership, experience, resources, size, equipment and other relevant information for each. Such program will also include a notification process to ensure that minority contractors and target group members obtain a timely notification designed to reach them, and sufficient time and opportunity to submit bids, quotes, qualifications or proposals to prime contractors who plan to bid for city contracts.

10. Award of City Contract to Minority Contractor Where It Was Not the Low Bidder. A minority contractor may be awarded the city contract even though it was not the low bidder in a competitive bid or competitive proposal when the prime contractor has not substantially achieved (i.e., achieved at least fifty (50) percent of) the goals set forth in this chapter applicable to such contract:

a. In a bid for an informal contract, if the minority contractor's bid is within ten percent of the low bid submitted by a prime contractor or, if greater than ten percent of the low bid, the minority contractor agrees to accept the city contract for no greater than ten percent above and match the low bid.

b. In a bid for a formal contract, if the minority contractor's bid is no greater than the percentage above the low bid submitted by a prime contractor stated below ~~or, if greater than the percentage of the low bid stated below~~, the minority contractor agrees to accept the city contract for an amount no greater than the percentage above and match the low bid stated below:

i. If the minority contractor's bid is no greater than ten percent above the low bid and the low bid is at least one hundred thousand dollars (\$100,000.00) ~~or less but not to exceed five hundred thousand dollars (\$500,000.00)~~; or

ii. If the minority contractor's bid is no greater than seven percent above the low bid and the low bid is greater than five hundred thousand dollars (\$500,000.00) ~~or less but not to exceed one million dollars (\$1,000,000.00)~~; or

iii. If the minority contractor's bid is no greater than five percent above the low bid and the low bid is greater than one million dollars (\$1,000,000.00) ~~or less but not to exceed five million dollars (\$5,000,000.00)~~; or

iv. If the minority contractor's bid is no greater than one percent above the low bid and the low bid is greater than five million dollars (\$5,000,000.00).

c. Notwithstanding anything contained in this subsection to the contrary, if the bid or proposal requests quotes for base work and quotes for alternate additions or deductions, all bids must be analyzed on a fair and equitable basis without manipulation of the base bid and the alternate bids in such a way that makes the calculation of the low bid suspect or questionable in violation of the principles of this chapter.

11. Uniform Scoring System for QBS Processes. The administrator and the city attorney will develop a uniform one hundred (100) point system for use in qualifications-based selection processes. Target groups determined in accordance with this chapter for the contracting category involved will be entitled to an additional ten points above the score that

they receive as a result of the one hundred (100) point system in determining whether they are part of the short list of contractors arrived at for purposes of making a final selection. The final selection shall then be made in the ordinary course of making a qualifications-based selection.

12. Adoption of Due Diligence Criteria for Informal Bids. In bids for informal contracts, the administrator and the purchasing director shall develop due diligence criteria for contracting officers so that informal contracts are awarded in a fair and unbiased method. Contracting officers may only make recommendations to the purchasing department for the award of an informal contract in order to minimize discretionary practices and to ensure that the goals of encouraging awards to minority contractors and SLBEs in accordance with this chapter.

F. Priority of Federal and State Minority Business Award Criteria. Often, with regard to federal and state funding of loans and grants, such governments require their own criteria and goals for awarding contracts to MBEs, WBEs and DBEs when federal or state dollars, respectively, are used to procure the goods or services desired. Recipients of federal and state funds are often required to implement measures to ensure equitable minority contracting whether a disparity was found or not. Therefore, notwithstanding anything contained in this chapter to the contrary, any requirements of federal or state governments relating to the award of contracts to SBEs, MBEs, WBEs, MWBEs or DBEs shall govern over any inconsistent provision of this chapter.

G. Compliance— Good Faith Efforts— Penalties— Miscellaneous.

1. Compliance with and good faith adherence to the requirements of this chapter by prime contractors, minority contractors, city officials and employees, and others involved in the city contracting process is mandatory, except where otherwise provided or permitted by this chapter.

2. No scheme, strategy, ruse, artifice, collaboration, pass-through or other device to make it appear that compliance with this chapter has been achieved or to avoid compliance with this chapter is permitted.

3. Any prime contractor, minority contractor or other company involved in city contracting that violates this chapter, avoids, or attempts to avoid the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans that may be adopted, shall be subject to debarment under the provisions of Section 3.08.090 of this title. The administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, may direct that payment to prime contractors or minority businesses involved in a city contract be withheld until any violation of this chapter has been corrected, or may deduct any monetary penalty from any monies that the city owes to such contractor, without the city incurring any additional cost, charge, interest or other fee from the company committing the violation. The city may also impose and collect liquidated damages in the amount of two hundred dollars (\$200.00)/day for each day that a violation has been committed and continues ("liquidated damages"), unless the company proves and the administrator finds that mitigating or extenuating circumstances to exist, in which case such liquidated damages may be reduced in the administrator's discretion. Such liquidated damages may be imposed because of the difficulty and expense of attempting to quantify the value and assess the damage done to the program adopted under this chapter, and all companies submitted bids or proposals for city contracts shall be deemed to understand and accept the imposition of liquidated damages for violations of this chapter. The administrator shall use liquidated damages that are collected to fund outreach and educational efforts under this chapter.

4. Any city employee deemed by the administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, to have violated this chapter in an

intentional or grossly negligent manner or who has avoided or attempted to avoid, or to have assisted or encouraged a company to avoid or attempt to avoid, the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans adopted, shall be recommended for progressive disciplinary action within such employee's department and if necessary with the involvement of the city department of labor relations, subject to the terms of any collective bargaining agreement that applies.

5. **Mandatory Good Faith Efforts—Waivers—Exceptions.** A prime contractor has the burden to demonstrate at the time of receipt of a notice of intent to award a city contract, and before the contract is awarded, that it is committed to and will be able to achieve the goals and requirements of this chapter. If, however, the prime contractor believes that it cannot achieve the goals and requirements of this chapter, it must demonstrate that it has (a) completed good faith effort No. 1 below and has met at least ~~two~~ three of good faith efforts Nos. 2 through 7 8 identified below (collectively, "good faith efforts") to the reasonable satisfaction of the administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee in order to justify a waiver of the requirements of this chapter involved in the particular situation. Good faith efforts are:

No. 1— **City Website and Newspaper Notice.** Publish a notice seeking subcontractors on the city's purchasing website and an advertisement (one column inch minimum) in the Saturday edition of the Connecticut Post, in the public notices section, entitled "Bridgeport Minority Contracting Opportunity" in bold lettering describing the type or types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 2— **Written Notices to Business Associations or Agencies.** The prime contractor shall send written notices to at least two business associations or development agencies, profit or nonprofit, that represent or are associated with the interests of minority contractors and who disseminate bid opportunities and other information to minority contractors, so long as such notices are sent within a reasonable time prior to the deadline for the submission of each bid, quotation or proposal. Such notices shall describe the types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought. The prime contractor shall make every reasonable effort to respond to the inquiries and information requests of minority contractors within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 3— **Searching Available Databases and Lists of Minority Contractors.** The prime contractor shall take steps to identify minority contractors in the contracting category doing the type of work sought in connection with the city contract from lists available from the purchasing department, on the city's purchasing website or other internet websites, or at other locations.

No. 4— **Obtaining Quotes from Available Minority Contractors.** The prime contractor shall obtain written quotes from minority contractors that we rejected for good cause because of cost, quality, experience, availability, responsibility, resources, equipment, lack or inadequacy of bonding or insurance, and the like.

No. 5— **Attempts to Enter Into Joint Ventures or Other Arrangements with Minority Contractors.** The prime contractor shall demonstrate its attempts to enter into joint ventures or other business arrangements with minority contractors not in violation of this chapter to perform portions of the work, to supply materials, and the like, and shall document all actions taken in that regard, including, where appropriate, the reasons for the failure or rejection of such efforts.

No. 6— Placing Advertisements in Minority Business Media Outlets. The prime contractor shall advertise in media outlets associated with or likely to reach minority contractors at least two times within a reasonable time prior to the date for submission of the bid, quotation or proposal for the city contract involved that includes a reasonable time for minority contractors to provide quotes.

No. 7-Hosting and Attending Workshops. The prime contractor shall host workshops inviting minority contractors, in the contracting category doing the type of work sought in connection with the city contract, to attend. Workshops can be done with the assistance of the purchasing department, office of contract compliance or the administrator.

No. 7 8— Other Efforts Particular to the Bid. The administrator may approve other good faith efforts that can be made in connection with a particular bid.

6. Exemptions— Waivers.

a. The following procurements are exempt from the application of this chapter:

i. Qualified purchases, emergency purchases, or purchases from federal, state, regional or other cooperative bidding arrangements.

ii. Bids that are otherwise exempted from competitive bidding or procurement requirements under the city's purchasing ordinance or city charter, for example, the selection of bond underwriters for the sale of city general obligation bonds.

b. When a prime contractor is unable to meet at least fifty (50) percent of the goal established for a particular city contract, the administrator or his designee, including any consultant engaged for that purpose, or the compliance committee, may grant a waiver if the prime contractor can demonstrate either that:

i. Its workforce includes thirty (30) percent Bridgeport residents;

ii. It will hire only Bridgeport residents for jobs the prime contractor identifies will be created as a result of the city contract; or

iii. That it has a good record of hiring minority contractors in the two-year period prior to the city bid but has been unable to utilize minority contractors for the city contract for good cause shown.

c. Other work for which the administrator determines that there are no minority contractors registered, available or qualified to bid on such work.

d. Any waiver request and all supporting documentation and must be submitted to and accepted by the administrator prior to the contract being awarded.

7. Prohibition Against Double-Counting. Minority contractor participation in a city contract may not be double-counted in calculating whether the percentage goal has been met. If, for example, a minority contractor is also a minority female contractor, in calculating the prime contractor's compliance with the attainable goal, the minority contractor's portion of the contract may be calculated only in terms of the aggregate value of its portion of the contract work as a percentage of the total contract work.

8. Implementation Timetable. The administrator has discretion to determine the applicability of this chapter to city

contracts that are close to being awarded and those that will be awarded soon after passage for purposes of feasibility and practicality.

(Ord. dated 7/2/07: Ord. dated 6/19/06 (part); Ord. dated 4/3/06: Ord. dated 11/7/05)



BILL FINCH
Mayor

Comm.# 39-13 Ref'd to Ordinance Committee on 2/18/2014.

City of Bridgeport
CitiStat Department

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7100
FAX (203) 576-3962

JODIE PAUL
Director of CitiStat
jodie.paul@bridgeportct.gov

To: City Clerk's Office

From: Jodie Paul-Arndt, Deputy CAO/CitiStat Director

Date: February 12, 2014

**Re: Proposed Ordinance Revisions and Additions to Bridgeport Ordinance Chapter 8.76 –
Anti – Blight Program**

Please accept the following proposed ordinance revisions to be submitted to the Bridgeport City Council for their consideration:

Chapter 8.76.020

Chapter 8.76.040

Chapter 8.76.052

Respectfully,

Jodie Paul-Arndt

RECEIVED
CITY CLERK'S OFFICE
2014 FEB 13 A 11:00
ATTEST
CITY CLERK

Chapter 8.76 - ANTI-BLIGHT PROGRAM*

Sections:

8.76.010 - Declaration of policy.

8.76.020 - Definitions.

8.76.030 - Prohibition against creating or maintaining blighted premises.

8.76.040 - Enforcement.

8.76.050 - Anti-blight administrative procedures.

8.76.051 - Special assessments.

8.76.052 - Allocation of capital gain.

8.76.010 - Declaration of policy.

It is found and declared that there exists within the city a large number of real properties which contain vacant and/or blighted buildings, and/or properties and/or vacant parcels that are poorly maintained, and that the existence of such poorly maintained properties and/or vacant parcels, and/or vacant and/or blighted buildings contributes to the decline of neighborhoods. It is further found that the existence of poorly maintained properties and/or vacant parcels, vacant and/or blighted buildings adversely affects the economic wellbeing of the city and is inimical to the health, safety and welfare of the residents of the city. It is further found that many of the vacant and/or blighted buildings can be rehabilitated, reconstructed or reused so as to provide decent, safe and sanitary housing and ancillary commercial facilities, and that such rehabilitation, reconstruction and reuse would eliminate, remedy and prevent the adverse conditions described. It is further found that the abatement of the blight of poorly maintained properties and/or vacant parcels is a benefit to the health, safety and welfare of the residents of the city.

(Ord. dated 7/2/07 (part))

8.76.020 - Definitions.

For the purposes of this chapter, the following words and terms shall have the meanings respectively ascribed as follows:

"Blighted premises" means any building or structure, or any portion of a building or structure that is a separate unit, or any vacant parcel, in which at least one of the additional following conditions exist:

- 1.

It is determined by the city that existing conditions pose a serious or immediate danger to the community; i.e., a life threatening condition or a condition, which puts at risk the health or safety of citizens of the city;

2.

It is not being maintained; the following factors may be considered in determining whether a structure or building is not being maintained: missing or boarded windows or doors; a collapsing or missing wall, roof or floor; siding that is seriously damaged or missing; fire damages; a foundation that is structurally faulty; or garbage, trash or cars that are abandoned, unregistered, or inoperable for more than thirty (30) days visibly situated on the premises (unless the premises is a legal junk yard) for more than thirty (30) days as set forth in Section 3-7-3 of the Regulations of the Planning and Zoning Commission, and/or cars are illegally parked on the property in violation of the zone standards in the zones set forth in Sections 4-2-3, 4-3-3, 4-4-3, 5-2-3, 5-3-3, 6-2-3, 6-3-3, 6-6-3, and 6-7-3 of the Regulations of Planning and Zoning Commission, or that the outside of the property is not being maintained in accordance with the standards set forth in subsection 8 of this definition;

3.

It is becoming dilapidated;

4.

It is attracting illegal activity;

5.

It is a fire hazard;

6.

It is a factor that is materially depreciating property values in the neighborhood because of its poorly maintained condition;

7.

It is a factor creating a substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the building or of other premises within the neighborhood;

8.

The outside of the building and/or the property fails to meet the standards set forth below:

a.

The exterior and areas exposed to public view of all commercial and residential property and premises shall be

kept free from deterioration and shall be in a good state of repair. The property shall be maintained so that they reflect a reasonable level of maintenance in keeping with the standards of the community and not constitute a blighting factor for adjoining property owners, or an element leading to the progressive deterioration of the neighborhood. Such maintenance of the outside of the property shall include, without limitation, the following:

i.

All surfaces shall be maintained free of broken glass, crumbling stone or brick or other condition reflective to deterioration or inadequate maintenance.

ii.

The maintenance and appearance of the grounds and yards of premises shall be such that they reflect the level of upkeep of surrounding premises and properties. This shall include but not be limited to grass that has been allowed to go to seed, severely overgrown bushes and trees, dead trees and trash, rubbish, **removal of graffiti** and dilapidated equipment or abandoned vehicles on the grounds. All equipment is to be in good working condition. This shall also include no illegal parking of cars as set forth in subsection 2 above.

iii.

No dumpster or other refuse container usually used on a construction site may be kept in a residential area unless a construction or improvement project, which may include the disposal of household items, is to commence within two weeks of the installation of a dumpster or it has been within two weeks of the completion of the project, for a total time frame not to exceed thirty (30) days. A permit is required from the director of public facilities for the placement of a dumpster for the purpose set forth in subsection 3 above, in the public right-of-way. The enforcement officer may take into account other information it deems relevant in determining whether a dumpster is improperly placed. **In the instance where construction is occurring at a property, whether or not a building permit has been issued, the**

enforcement officer still has the right to issue penalties to the said location, due to construction debris, materials, or waste which has caused the property to become blighted.

iv.

Nothing herein shall be construed to authorize any encroachment on streets, sidewalks or other parts of the public domain.

9.

“Abate” shall mean to remove or eliminate the graffiti and/or clean, secure and repair the blighted premises by such means, in such a manner and to such an extent as is necessary.

"Development administrator" means the director of planning and economic development of the city or his/her designee.

"Dilapidated" means a building or structure which has been vacant or abandoned for a period of sixty (60) days or longer and/or is ~~run-down~~ **distressed.**

"Enforcement officer" means the city health director or his/her designee(s), the city housing code enforcement officer(s) or his/her designee, or any city employee, who has statutory authority to enter onto private property for the purpose of inspecting said property, and is appointed by the mayor to issue fines for violations of this chapter.

“Graffiti” shall mean any letters, numbers, word or words, writings or inscriptions, symbols, drawings, carvings, stickers, etchings or any other marking of any nature whatsoever which defaces, obliterates, covers, alters, damages or destroys the real or personal property of another. This chapter shall not be construed to prohibit easily removable chalk markings on public sidewalks and streets

"Legal occupancy" means occupancy that is legal by virtue of compliance with state building, state fire safety, local zoning, housing codes and all other pertinent codes, which habitation must be substantiated by a bona fide deed, lease agreement, a rent receipt or a utility statement.

"Neighborhood" means an area of the city comprised of all premises or parcels of land any part of which is within an area encompassing not less than

six hundred (600) and not more than seven hundred fifty (750) acres within the city.

“Owner” shall mean the person or persons of record for the property set forth in the records of the City of Bridgeport’s Town Clerk’s Office.

"Unit" means any space within a building that is **owned** or can be rented by or to a single person, household or entity for his/her or its sole use, and is intended to be a distinct space.

"Vacant" means a period of sixty (60) days or longer during which a building or a portion thereof is not legally occupied.

"Vacant parcel" means a parcel of land with no structures thereon.

(Ord. dated 7/2/07 (part))

8.76.030 - Prohibition against creating or maintaining blighted premises.

Any owner of real property in the city shall not cause or allow blighted premises to be created, nor shall any owner allow the continued existence of blighted premises.

(Ord. dated 7/2/07 (part))

8.76.040 - Enforcement.

A.

The development administrator shall cause regular inspections of certain of the blighted premises to be referred to enforcement officer for the purpose of documenting continuous blight and additionally; may cause to be imposed a penalty of not more than ~~one hundred dollars (\$100.00)~~ **two-hundred fifty dollars (\$250.00)** for each day that building or structure or unit or part thereof, is in violation of this chapter, except for persons described in Section 8.76.050(B)(5) of this chapter. Each day that a building or structure or unit or part thereof, is in violation of this chapter shall constitute a separate offense. The development administrator, or his or her designee, shall notify the owner of the penalty in accordance with the procedures set forth in Section 7-152c of the General Statutes of Connecticut. All fines imposed for violations of this section shall be paid to a revolving fund maintained by the city. If at a later date a Connecticut General Statute is amended or passed permitting the city to place a lien as a security for the penalty then the development administrator is empowered to notify the office of the city attorney to place said lien in the

same manner as specified for placing fines. The development administrator may waive and release said penalties and liens in the event the city acquires the property or at the time of the sale of the blighted premises if, in his/her opinion, it is determined that the buyer has the financial ability, and the intention to immediately rehabilitate said blighted premises, but said penalties and liens may be reinstated if the rehabilitation of said premises does not in fact occur. Notwithstanding the hearing procedure set forth in subsection E below, at any time after a property owner receives notice of a possible violation of this chapter, but before an assessment of penalty has been imposed by the hearing officer pursuant to the procedures set forth in subsection E below, any property owner who has filed an appeal of a penalty for violation of this chapter may petition the anti-blight committee for approval of a plan to bring the property into compliance with said ordinance. The committee may accept submission of credible documentation of a plan to cure the violation and financing for said plan from the property owner and may make a recommendation to the hearing officer that additional time be granted to the property owner to cure said violation in lieu of an assessment of penalties for violation of the ordinance being imposed at this time.

B.

Violators of this chapter shall have the right to appeal within fifteen (15) days from the date of the imposition of the fines. Payment of fines shall be stayed until the appeal has been heard and ruled on by the hearing officer. If dissatisfied with the findings, the violator may appeal to superior court in accordance with Section 152c of the General Statutes of Connecticut.

C.

The mayor shall appoint one or more hearing officer(s) (the "officer").

D.

The officer(s) shall not be a police officer, or employees or persons who issue citations or fines, or a person employed by any department which comprises the anti-blight or condemnation committee. Officer(s) shall serve for a term of two years or part thereof, which term shall commence from date of approval by the common council and shall end on December 31st of every even year. Officer(s) may be compensated by the city with the funds appropriated for this purpose as recommended by the mayor.

E.

Hearing Procedure.

1.

In scheduling formal appeal hearings, the violator shall be notified by mail of the place and time of the hearing. Such notice shall be

provided at least fifteen (15) days but not more than thirty (30) days prior to the scheduled hearing date.

2.

The procedure for the hearing shall be informal as to the rules of evidence, but testimony shall be taken under oath or affirmation.

3.

In considering an appeal, the hearing officer may consider all relevant facts and circumstances and may require personal appearance of the violator and the enforcement officer if the presence of said enforcement officer is requested in writing in accordance with Section 7-152(c) of the General Statutes of Connecticut. The hearing officer may waive fines as of the date the property owner commenced, or caused to be commenced, the abatement of the violation, through the date the violation is actually cured, for good cause shown, or in instances where the abatement of the violation was delayed due to weather conditions, or other acts of nature. If the violation is not cured at the time of the appeal hearing, the hearing officer may also suspend the issuance of additional fines if it is found that the property owner cannot maintain a reasonable level of upkeep of the owner-occupied residence because the individual is elderly or disabled and no capable person resides in the residence, to give the person adequate time to correct the problem. The hearing officer may also waive all fines for property owners who qualify for financial assistance to cure the violations.

F.

The development administrator shall take the necessary steps to acquire the blighted premises pursuant to the Urban Homesteading Act, Connecticut General Statute Sections 8-169(o) et seq., as it may be amended from time to time.

G.

The development administrator shall take necessary steps to pursue tax foreclosure on those properties owing back taxes to the city.

H.

The development administrator shall take the necessary steps to refer blighted properties that are in violation of the property maintenance standards set forth in Section 8.76.020(8) to Department of Housing and Community Development (DHCD) for rehabilitation and the abatement of said violations, if eligible, through an appropriate rehabilitation program as resources permit.

- I. **The development administrator shall take any and all necessary steps to abate the graffiti or blighted premises whether or not the property owner has been issued a violation notice and/or fine. This may be done in cases where the blighted premises are causing a public health concern; graffiti is offensive or vulgar; the blighted premises are negatively impacting the development of a city project, etc. Once the city takes the necessary steps to abate the graffiti or blighted premises, the development administrator shall place a lien on the property equal to the cost of said abatement.**

(Ord. dated 7/2/07 (part))

8.76.050 - Anti-blight administrative procedures.

A.

The development administrator shall convene an anti-blight committee consisting of the director of the anti-blight division, the director of office of planning and economic development or his/her designee, a local fire marshal as assigned by the fire chief, the director of health, the municipal building official, and may require the assistance of any other city staff as deemed appropriate by the committee.

B.

The development administrator shall produce an annual list of blighted buildings and/or vacant parcels that are poorly maintained. The anti-blight committee shall add any blighted buildings and/or vacant parcels that are poorly maintained as defined in this chapter that they are aware of to this list. The anti-blight committee shall review the list of blighted buildings, and/or vacant parcels that are poorly maintained, and select those properties for which specific strategies may be developed. Strategies may include:

1.

Fines for Blight.

a.

The development administrator through the enforcement officer shall conduct regular inspections to document that the blight persists. The anti-blight committee may refer blighted buildings and/or vacant parcels that are poorly maintained that have been fined in accordance with the anti-blight ordinance codified in this chapter, and whose owner has not appealed the fine to a hearing officer, to the city attorney's office for a letter to be sent to the owner regarding unpaid fines as provided for in this chapter. If the fine remains

unpaid for thirty (30) days, the city attorney's office shall petition the hearing officer for an assessment in the amount of the unpaid fines, plus collection costs including attorney's fees, in accordance with the procedures set forth in Section 7-152c of the General Statutes of Connecticut. The development administrator, or her/his designee shall within thirty (30) days work with the city attorney to convert the unpaid assessment that have not been appealed, and any assessment of fines issued by the hearing officer following an appeal hearing held pursuant to Section 7-152c of the General Statutes of Connecticut, to liens and initiate foreclosure or institute legal proceedings to collect the fines.

b.

Once foreclosure is complete, the anti-blight committee shall dispose of the properties in a timely manner through the Bridgeport redevelopment agency.

2.

Tax Foreclosure.

a.

The committee may refer blighted buildings and/or vacant parcels that are poorly maintained to be taken by tax foreclosure to the city attorney for assignment to an outside legal firm hired by the city to do tax foreclosures. The city attorney shall keep the anti-blight committee informed on a quarterly basis as to the status of foreclosures of referred buildings.

b.

Once foreclosure is complete, the anti-blight committee shall determine how to dispose of the properties in a timely manner.

3.

Rehabilitation. The committee may refer blighted buildings that are suitable for rehabilitation to DHCD for acquisition and rehabilitation through the urban home-steading program or other appropriate rehabilitation programs as resources permit.

a.

The committee may refer blighted properties that are in violation of the property maintenance standards set forth in Section 8.76.20.8 to DHCD for the abatement of said violations through an appropriate rehabilitation program as

resources permit. The abatement of said violations by the city may occur upon: a written complaint of any person having an interest in said property in accordance with Section 19a-210 of the General Statutes of Connecticut; or the permission of the property owner, or the issuance of a Court Order in accordance with Section 19a-206 of the General Statutes of Connecticut; the procedures for any tenement, lodging or boarding house or property upon which buildings are situated as set forth in Section 47a-53 of the General Statutes of Connecticut, when appropriate. The development administrator shall work with the city attorney to convert the cost of abatement of said violations to liens and institute all legal proceedings necessary to collect said costs from the property owner(s).

b.

Special Consideration. Special consideration shall be given to individuals that are elderly or disabled in the city's effort to correct blighted conditions. If it is found by the enforcement officer that the property owner cannot maintain a reasonable level of upkeep of the owner-occupied residence because the individual is elderly or disabled and no capable person resides in the residence, the enforcement officer shall suspend fines to give the person adequate time to correct the problem. Except as noted below, where the individual is a low-income individual and owns and occupies a residence that is designated as blighted, the enforcement officer shall give special consideration to the person by providing adequate time to correct the problem. If items designated as blighted have to do with lawn and shrub maintenance, painting and keeping grounds free from rubbish and debris, the enforcement officer will not provide additional time to correct the problem.

(Ord. dated 7/2/07 (part))

(Ord. dated 11/3/08)

8.76.051 - Special assessments.

The mayor shall appoint six taxpayers of the city to a special assessment committee to determine the following:

1.

The fiscal effect of a special assessment on the revenue of the city;

2. Identification of properties that may be subject to special assessment;
3. The amount of property tax generated by said properties and the cost to the city of code enforcement of such properties, including costs for police and fire personnel;
4. Recommendations with respect to the form and extent of any assessment; and
5. The standards for imposition of the assessment.

The six taxpayers on the new committee must include a landlord, the tax assessor, representatives from zoning, health, housing, fire and other safety code compliance of private property, i.e. the building department. With the exception of the tax assessor, members of the committee shall also be residents of the city. In determining the standards the committee must consider the number of outstanding health and housing and safety violations for the property, the number of times the health, housing and safety personnel have had to inspect the property and the cost to the city to enforce code compliance on the property.

The committee shall prepare a report for the city council within sixty (60) days of its appointment. Once the report has been submitted for review the city council shall determine whether to authorize the establishment of a new ordinance for the issuance of special assessments to property owners based on the cost to the city of code inspections and enforcement, including fire and police personnel, the cost to provide notice to the property owners to cure blight, housing, health or safety code violations. The ordinance established must provide for notice to the owners and a time period to cure the violation before the fine is imposed and the assessment is issued, and the appeal rights of the property owner.

(Ord. dated 7/2/07 (part))

(Ord. dated 11/3/08)

8.76.052 – Allocation of capital gain.

The development administrator shall use collected capital from Anti-Blight penalties, fines, and/or liens to fund community outreach projects, educational efforts, neighborhood cleanup efforts, securing of blighted

premises, special projects related to Neighborhood Revitalization Zones (NRZ's), training and Anti-Blight related initiatives that coincide with the declaration of policy to help reduce or remedy blighted premises within the City.

***23-13 Consent Calendar**

Resolution Concerning Tax Cooperation Agreement
with Housing Authority regarding Maplewood Courts
Apartment.

**Report
of
Committee
on
Contracts**

Submitted: February 18, 2014

Adopted: _____

Fleeta S. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***23-13 Consent Calendar**

City Council Resolution

WHEREAS, the City of Bridgeport (the "City") encourages the creation of housing opportunities for all of its residents; and

WHEREAS, the City encourages the restoration of historically and architecturally significant properties; and

WHEREAS, the Developer, Maplewood School Limited Partnership, or its successor, has created a residential property located at 434 Maplewood Avenue, commonly known as Maplewood Court; and

WHEREAS, residential rents are targeted to low and moderate income households; and

WHEREAS, the project would be economically infeasible without some measure of tax relief from the City; and

WHEREAS, the City of Bridgeport approved a Payment-in-Lieu-of-Taxes (PILOT) for the project, for a period not to exceed ten (10) years, such payment to be based upon the post construction assessed value of the property, and said PILOT expired in 2006; and Now, therefore be it

WHEREAS, Bridgeport Housing Authority, in association with Mutual Housing Association of SWCT, located eight (8) Father Panik Village replacement units at 434 Maplewood Avenue; and

WHEREAS, upon information and belief the City of Bridgeport, Bridgeport Housing Authority and Mutual Housing Association of SWCT entered into a Cooperation Agreement in April, 1999 governing taxation of these eight (8) units; and

WHEREAS, the Contracts Committee of the City Council of the City of Bridgeport favorably referred the Cooperation Agreement to the Consent Calendar of the City Council for their December 21, 1998 meeting; and



Report of Committee on Contracts Committee
*23-13 Consent Calendar

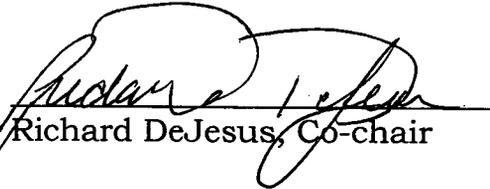
-2-

WHEREAS, minutes of the December 21, 1998 City Council meeting are available to document the full City Council's approval of the Cooperation Agreement; Now, therefore be it

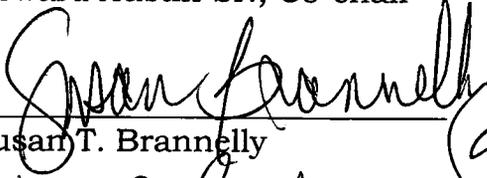
RESOLVED, that the City Council of the City of Bridgeport hereby ratifies and approves that certain Cooperation Agreement for the Maplewood Court project (copy attached) as if adopted on December 21, 1998 and agrees to its implementation effective as of April, 1999.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

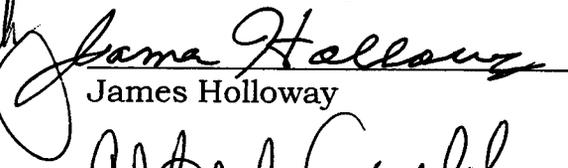
Howard Austin Sr., Co-chair



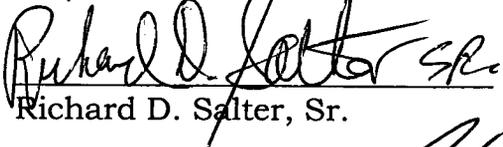
Richard DeJesus, Co-chair



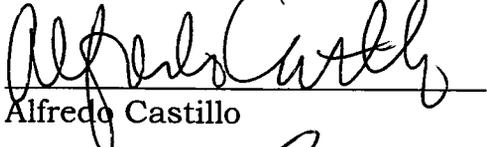
Susan T. Brannelly



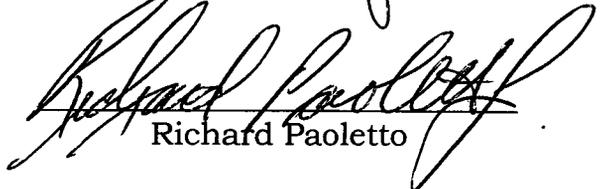
James Holloway



Richard D. Salter, Sr.



Alfredo Castillo



Richard Paoletto



City of Bridgeport, Connecticut

To the Common Council of the City of Bridgeport:

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

No. 10-98 CONSENT CALENDAR

RESOLVED, That attached Tax Cooperation Agreement between Housing Authority of the City of Bridgeport (the "Local Authority") and City of Bridgeport (called "Municipality") regarding Maplewood Court Apartments be, and it hereby is, in all respects, approved, ratified and confirmed. .

RESPECTFULLY SUBMITTED
CONTRACTS COMMITTEE

Josephine M. Covino

Auden Grogins

Andres Ayala

Maureen E. Driscoll

Joel Gonzalezs

Michael J. Marella, Jr.

James Holloway

MAPLEWOOD COURT PROJECT
BRIDGEPORT, CONNECTICUT

COOPERATION AGREEMENT

This Agreement entered into this ____ day of _____, 1998, by and between the Housing Authority of the City of Bridgeport (the "Local Authority") and the City of Bridgeport (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - (a) The term "Project" shall mean the historic renovation of two, three-story turn of the century brick structures, located at 434 Maplewood Avenue, Bridgeport, Connecticut, into a mixed-finance development consisting of a thirty-two (32) unit mutual housing community (the "Dwelling Units"), eight of which Dwelling Units of the Development will be set aside as "public housing" as defined in Section 3(b) of the United States Housing Act of 1937, as amended (the "Act") (the "Public Housing Units").
 - (b) The term "Taxing Body" shall mean the State or any political sub-division or taxing unit thereof in which the Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Public Housing Units if they were not exempt from taxation.

- (c) The term "Shelter Rent" shall mean the total of all charges to the tenants of the Public Housing Units (excluding all other income associated with the Project), less the costs to the Local Authority or the Maplewood School Apartments Limited Partnership (the "Partnership") associated with the Public Housing Units, pursuant to a certain Regulatory and Operating Agreement between the Local Authority and the Partnership, dated _____, 1998 (the "Regulatory and Operating Agreement").

2. (a) Pursuant to Connecticut General Statutes Section 8-58, the Public Housing Units are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to the Public Housing Units, so long as (i) the Public Housing Units are owned by a public body or governmental agency, or by an agency or instrumentality designated or appointed by the Local Authority and are used for low income housing purposes, or (ii) any contract between the Local Authority and the U.S Department of Housing and Urban Development ("HUD") for loans or annual contributions, or both, in connection with and for the benefit of the Project remains in force and effect, or (iii) any bonds issued in connection with the Project or any monies due to HUD in connection with the Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon the Public Housing Units or upon the Partnership, or any other title holder with respect thereto. The Partnership shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to the Public Housing Units.

Such Payment in Lieu of Taxes shall be considered and treated for all purposes hereunder as real estate taxes.

(b) Each such annual Payment in Lieu of Taxes shall be made at the end of each calendar year, and shall be in an amount equal to ten percent (10%) of the Shelter Rent actually collected but in no event to exceed the Shelter Rent charged during such calendar year, or the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) No Payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Public Housing Units were not exempt from taxation.

(d) In no event shall the Municipality take any action that would preclude the Public Housing Units from operation as public housing units pursuant to the terms of the Regulatory and Operating Agreement.

3. Commencing with the date of occupancy of the first of the Public Housing Units, (which shall be deemed to occur upon HUD approval of the Cooperation Agreement and the Annual Contributions Contract's operating subsidy for the Public Housing Units), and continuing so long as (i) the Public Housing Units are owned by a public body or governmental agency and is used for low income housing purposes, or (ii) any contract between the Local Authority and HUD for loan or annual contributions, or both, in connection with and for the benefit of the Project remains in force and effect, or (iii) any bonds issued in connection with the Project or any monies due to HUD in connection with the Project remain unpaid, whichever period is the

longest, the Municipality, without cost or charge to the Partnership (other than the Payments in Lieu of Taxes), the Local Authority or the occupants of the Project shall:

- (a) Furnish or cause to be furnished to the occupants of the Public Housing Units public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
- (b) Accept grants of easements necessary for the development of the Project.

4. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the tenants of the Public Housing Units, and the Partnership incurs any expense to obtain such services or facilities, then the Partnership, upon order of a court of law having jurisdiction over the matter, may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality hereunder.

5. So long as any contract between the Local Authority and HUD for loans (including preliminary loans) or annual contributions, or both in connection with the Project remains in force and effect, or so long as any bonds issued in connection with the Project or any monies due to HUD in connection with the Project remain unpaid, this Agreement shall not be abrogated, changed or modified without the consent of HUD and the privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Project. If at any time the beneficial title to, or possession of the Public Housing Units is held by such other public body or governmental agency, or by a designated agency or instrumentality designated or

appointed by the Local Authority, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Municipality or such designated agency or instrumentality.

IN WITNESS WHEREOF, the Municipality, the Local Authority and the Partnership have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF BRIDGEPORT

Name:

By: _____
Honorable Joseph P. Ganin
Mayor

Name:

ATTEST:

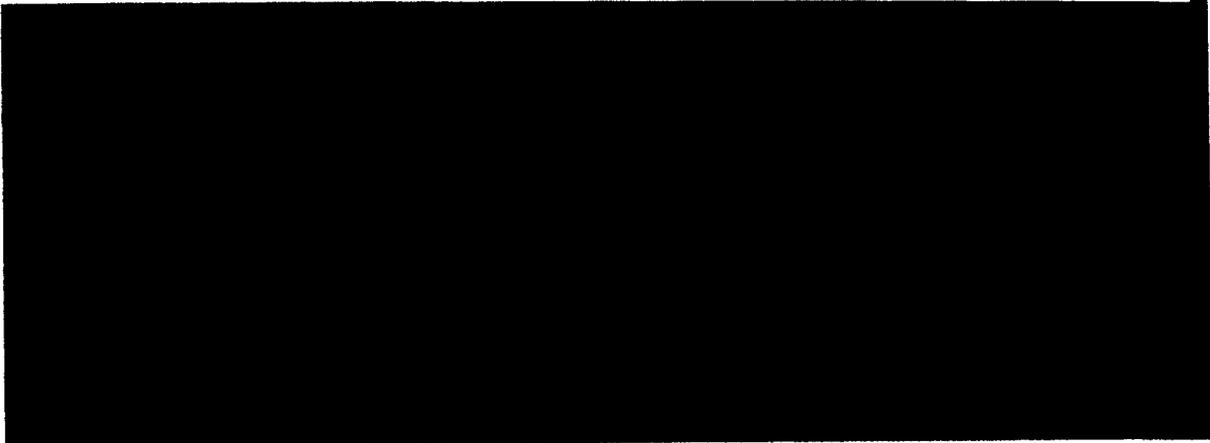
City Clerk

THE HOUSING AUTHORITY OF THE
CITY OF BRIDGEPORT

Name:

By: _____
Clarence H. Craig, Jr.
Its Executive Director

Name:



***25-13 Consent Calendar**

Lease-Purchase Agreement with PNC Equipment Finance, LLC for tractor equipment at Golf Course D. Fairchild Wheeler.

**Report
of
Committee
on
Contracts**

Submitted: February 18, 2014

Adopted: _____

Attest: *Fleeta C. Hudson*

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

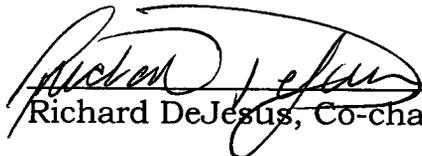
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

***25-13 Consent Calendar**

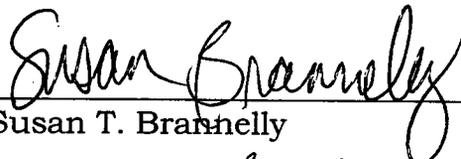
RESOLVED, That the attached Lease-Purchase Agreement with PNC Equipment Finance, LLC for tractor equipment at Golf Course D. Fairchild Wheeler be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-chair



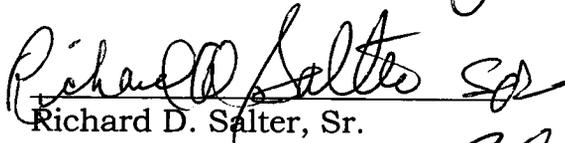
Richard DeJesus, Co-chair



Susan T. Brannelly



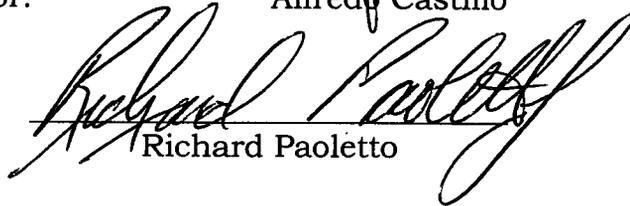
James Holloway



Richard D. Salter, Sr.



Alfredo Castillo



Richard Paoletto



Specialists in
Golf and Turf Equipment

November 18,, 2013

s. Rosemary Zolyomi
ty of Bridgeport
39 Broad Street
ridgeport CT 06604

E: Lease #178648000

ear Ms. Zolyomi,

lease pass this documentation on to the appropriate person who is authorized to sign for the town.

lease note: Stamped signatures are not acceptable. Must have documents with original signatures

nclosed please find the following documentation:

- ① Lease - Purchase Agreement: Please have the Authorized signer execute the documents and provide their title. *CMC*
- ② Opinion of Counsel: Please have your attorney sign and provide the name of the law firm, if applicable. (located at the bottom of page 4) *Conte*
- ③ Schedule of Payments: Please date, sign name, print name and title. *CMC*
- ④ Resolution-Certificate of Incumbency: List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized representatives provide their names, titles and signatures on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative by signing and printing his/her name, title and date on the Last signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title of the Individuals who have authorization to sign the documents. *City Council CMC to assign people*
- ⑤ Certificate of Acceptance: Please complete the form. Sign, but DO NOT DATE. When the equipment is delivered, you will receive a phone call confirming delivery *CMC*
- ⑥ Request for Insurance: Please note the page detailing instructions regarding the certificate of insurance required under the terms of the lease. Please fill in Insurance Agent information, then sign, print name, title and date at the bottom of the page. *- AHY office*
- ⑦ US Form 8038-GC: Please sign, date and include the title of the signer. *who: Treasurer, Finance, Purchasing*
- ⑧ Minutes of Governing Body (approving the purchase & finance of equipment): Please return a copy with the documents. *DO NOT HAVE*
- ⑨ Sales Tax Exemption Certificate: Please return a copy with the documents
- ⑩ Invoice for advance payment: Please include check in the amount of **\$20,632.16** (made out to: **PNC Equipment Finance**)

Please send all original documentation and check back to my attention to the following address:

ATTN: Sue
Quick Lease Corp
PO Box 1133
Enfield, CT 06083

We appreciate your business and look forward to working with you in the future. Should you have any questions, I can be reached at (860) 253-867.

Sincerely

Sue Milliot
Operations Manager



ORIGINAL

Purchase Order

Fiscal Year 2014

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **14005368-00**

BILL TO

355
 PARKS ADMINISTRATION
 999 BROAD ST
 FIRST FLOOR
 BRIDGEPORT CT 06604

Delivery must be made within doors of specified destination.

VENDOR

PNCEF LLC
 995 DALTON AVE
 CINCINNATI OH 45203

SHIP TO

FAIRCHILD WHEELER MAINT GARAGE
 1062 CHURCH HILL RD
 FAIRFIELD CT 06825

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				6245		SAM K 203.673.3438	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
11/08/2013	106484	11/05/2013				PARKS ADMINISTRATION	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	FWST28814A LAWN & GROUNDS MTCE GOLF PURCHASE PROCOREBLOWER PROCORE648 MULTIPRO5800 AS PER SALES ORDER AGREEMENT NUMBERS 76432,76433,76444 LEASE OF INDUSTRIAL EQUIPMENT <i>01 -03-030-331-000-55145 \$20,382.16</i> STATE CONTRACT 10PSX0307 LAWN AND GROUNDS MTCE EQUIPMENT END DATE 1/31/14 TOTAL \$20, 382.16			20382.2	EA	\$1.000	\$20,382.16

DEPARTMENT COPY

PO Total \$20,382.16

11/17/2013	178648000	CUSTOMER#1164628	PO# 14005368	Voucher - 14020376	\$20,632.16
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Form AB517 106484 businessforms.com 877.749.2090

PNCEF LLC

00089347

12/27/2013

\$20,632.16

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE.



City of Bridgeport

Office of the City Treasurer
45 Lyon Terrace
Bridgeport, CT 06604

Vendor Number	Check Date	Check Number	51-57
106484	12/27/2013	00089347	119

VOID 180 DAYS FROM DATE OF ISSUE

\$20,632.16

Pay Twenty Thousand Six Hundred Thirty Two Dollars and 16 cents *****

To The Order Of

PNCEF LLC
995 DALTON AVE
CINCINNATI OH 45203

00089347

Anne Kelly King

Chief Financial Officer

Ronald...

Treasurer

MP

MP

Bank of America
Hartford, CT

Lease-Purchase Agreement

Dated as of November 15, 2013

Lease Number: 178648000

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CT 06604

FEDERAL TAX ID
066 001865

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Payment Schedule Lease Term is for 60 months, with Rent payments due in Advance monthly; quarterly; semi-annual; annually; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
5. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee's warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of

- Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
 8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
 9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
 10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
 11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
 12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
 13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
 14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
 15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
 16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
 17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have

- been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange

Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

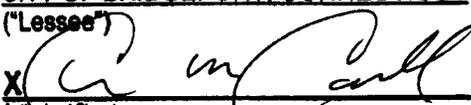
- 26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 28. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

CITY OF BRIDGEPORT, CONNECTICUT

("Lessee")

X 
Authorized Signature

Charles U. Carroll

Print Name

Director

Title

11/20/13

Date

999 BROAD STREET

BRIDGEPORT, CT 06604

PNC Equipment Finance, LLC

("Lessor")

X _____
Authorized Signature

Print Name

Title

995 Dalton Ave.

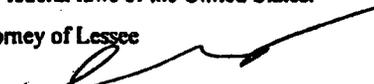
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Connecticut.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: 
Print Name: Gregory M. Cante
Law firm: City Attorneys Office

SCHEDULE OF PAYMENTS

Lease Number 178648000

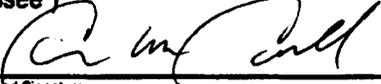
Attached to and made a part of that certain Lease-Purchase Agreement dated as of November 15, 2013 by and between PNC Equipment Finance, LLC, as Lessor, and CITY OF BRIDGEPORT, CONNECTICUT, as Lessee.

Rent payments are payable as follows:

Payment Number	Date	Payment	Interest	Principal	Termination*
1		\$20,382.16	\$0.00	\$20,382.16	\$74,060.35
2		\$20,382.16	\$3,755.00	\$16,627.16	\$56,934.37
3		\$20,382.16	\$2,886.68	\$17,495.48	\$38,914.03
4		\$20,382.16	\$1,973.02	\$18,409.14	\$19,952.61
5		\$20,382.16	\$1,011.64	\$19,370.52	\$1.00

*As provided in Section 21 of the Lease-Purchase Agreement.

CITY OF BRIDGEPORT, CONNECTICUT
("Lessee")

X 
Authorized Signature
Charles M. Carroll
Print Name
Director 11/20/13
Title

999 BROAD STREET
BRIDGEPORT, CT 06604

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title _____

995 Dalton Ave.
Cincinnati, OH 45203

**RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 178648000**

Lessee: CITY OF BRIDGEPORT, CONNECTICUT

Amount \$92,285.41

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

X Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES * AUTHORIZED LEASE SIGNORS ONLY

x Charles M. Carroll x Director

[Signature]

Name

Title

Signature

Name

Title

Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF BRIDGEPORT, CONNECTICUT

Signature of Secretary/Clerk of Lessee

{SEAL}

Print Name: _____

Official Title: _____

Date: _____



CERTIFICATE OF ACCEPTANCE

Lease Number: 178648000

Quantity	Description	Serial No.
1	Toro 5800	
1	Toro Pro Core 648	
1	Toro Blower	

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

CITY OF BRIDGEPORT, CONNECTICUT

("Lessee")

[Handwritten Signature]

Authorized Signature

Charles M. Carroll

Print Name

Director

Title

Date

999 BROAD STREET
BRIDGEPORT, CT 06804

REQUEST FOR INSURANCE COVERAGE

November 17, 2013

**CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CT 06604**

**Re: Insurance Coverage Requirements for Equipment Financing Transaction between PNC
Equipment Finance LLC
and CITY OF BRIDGEPORT, CONNECTICUT**

Before funding your transaction, requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance LLC will have an insurable interest in the following equipment:

<u>Quantity</u>	<u>Description</u>
1	Toro 5800
1	Toro Pro Core 648
1	Toro Blower

As a condition to entering into the equipment financing transaction, requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Equipment Finance LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of . PNC Equipment Finance LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for thirty (30) days written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

6. All additional insurance requirements as specified below:

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming as follows:

PNC Equipment Finance LLC, and its successors and assigns, as lender loss payee
995 Dalton Avenue
Cincinnati, OH 45203
Attn: Insurance Department

When completed, the evidence of insurance should be faxed to 866-463-1260.

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Bridgeport, Connecticut		2 Issuer's employer identification number (EIN) 0 6 6 0 0 1 8 6 5	
3 Number and street (or P.O. box if mail is not delivered to street address) 999 Broad Street Lease Number 178648000		Room/suite	
4 City, town, or post office, state, and ZIP code Bridgeport, CT 06604		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a \$92,285.41
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d x
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature and Consent		12/13/13 Date	Finance Director Type or print name and title
Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
Firm's name ▶	Firm's EIN ▶		
Firm's address ▶	Phone no.		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form 4 hr., 46 min.
- Preparing the form 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

119

Return with document package

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
PNC Bank National Association

Business name/disregarded entity name, if different from above
PNC Equipment Finance, LLC

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Other (see instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.)
995 Dalton Avenue

City, state, and ZIP code
Cincinnati, OH 45203

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

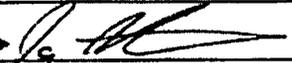
Employer identification number									
2	2	-	1	1	4	6	4	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Signature of U.S. person: 

Date: **11/14/12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

***24-13 Consent Calendar**

Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$100,000,000).

**Report
of
Committee
on**

Budget & Appropriations

Submitted: February 18, 2014

Adopted:

Fleeta C Hudson

Attest:

City Clerk

Approved

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***24-13 Consent Calendar**

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 \$100,000,000.00 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 \$100,000,000.00 (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

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



Report of Committee on Budget and Appropriations
*24-13 Consent Calendar

-2-

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

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.



Report of Committee on Budget and Appropriations
*24-13 Consent Calendar

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Respectfully submitted,
**THE COMMITTEE ON BUDGET
AND APPROPRIATIONS**



Susan T. Brannelly, Co-Chair

Michael J. Marella, Jr., Co-Chair



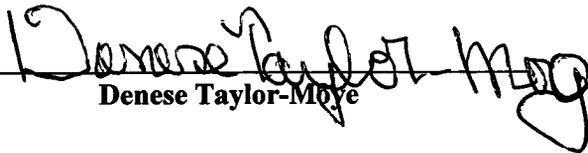
Lydia N. Martinez

AmyMarie Vizzo-Paniccia



Patricia Swain

Howard Austin, Sr.



Denese Taylor-Moye

City Council Date: February 18, 2014



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

13-13

**Resolution of the City Council
Concerning Consideration of a Ground Lease With
The United Illuminating Company to Construct 5.66MW
of Renewable Energy (Consisting of a 2.86MWdc Solar Photovoltaic Facility
And a 2.8MW Fuel Cell Facility) at or Near the Seaside Park Landfill**

WHEREAS, the United Illuminating Company (UI) has received tentative approval from the State of Connecticut Public Utilities Regulatory Authority (PURA) (Docket No. 12-01-05RE01) to construction 5.66 of renewable energy projects; and

WHEREAS, UI proposes to construct a 2.86MWdc solar photovoltaic facility on a portion of the Seaside Park Landfill and proposes to construct a 2.8MW fuel cell nearby on the access road leading to the Landfill; and

WHEREAS, UI must demonstrate to PURA that it has control of the property on which such facilities will be constructed and requires that the City enter into a 20-year ground lease with two five-year renewals (Ground Lease); and

WHEREAS, these renewable energy facilities are anticipated to generate approximately \$6.9 million in personal property taxes during the initial 20-year term and will also generate rent; and

WHEREAS, the City supports this renewable energy facility and has given testimony before PURA of the benefits of this project to the City and its residents; and

WHEREAS, UI must still receive final approval from PURA and will be held to a very tight construction schedule to put these facilities in place so that they can begin to generate electricity to the grid; Now, therefore be it

RESOLVED, that the City agrees to enter into the proposed Ground Lease with UI attached hereto, subject to the further approval of PURA and authorizes the Mayor or his designee to execute all documents and take all other actions and do all other things necessary in furtherance of and consistent with this resolution in the best interests of the City of Bridgeport and its residents.



Report of Committee on Contracts Committee
13-13

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**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Howard Austin Sr., Co-chair

Richard DeJesus, Co-chair

Susan T. Brannelly

James Holloway

Richard D. Salter, Sr.

Alfredo Castillo

Richard Paoletto

GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** (this "*Lease*") is made as of the [] day of [], 2014 (the "*Effective Date*") by and between **City of Bridgeport, Connecticut**, having an office at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604 and its successors and assigns (collectively, "*Landlord*") and **The United Illuminating Company**, a specially chartered Connecticut corporation, with offices at 180 Marsh Hill Road, Orange, Connecticut 06477 and its successors and assigns (collectively, "*Tenant*").

RECITALS

WHEREAS, Landlord is the fee owner of the real property located at [] in Bridgeport, Connecticut, which is more particularly described on **Exhibit A** attached hereto and made a part hereof ("*Land*").

WHEREAS, Tenant desires to lease that portion of the Land described on **Exhibit B** attached hereto and made a part hereof ("*Premises*") for purposes developing, constructing, installing, operating and maintaining certain power generating facilities as more particularly described herein; and

WHEREAS, the Parties have determined that it is in their best interests that Tenant lease the Premises from Landlord and construct such generating facilities on the Premises for Tenant's use, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the Parties, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree with each other as follows:

1. **Defined Terms.** As used herein, the following terms shall have the following meanings.

"*Annual Rent*" shall mean the annual rent due hereunder as set forth in **Exhibit C** attached hereto and made a part hereof.

"*Approval*" shall mean a consent, permission, approval and/or other authorization to be provided by an authorized executive of the referenced Party that may be withheld or conditioned in the sole discretion of such referenced Party.

"*DEEP*" shall mean the Connecticut Department of Energy and Environmental Protection and any successor agency thereto

"*DEEP Permit*" shall mean the disruption permit to be issued by CT DEEP with respect to the Solar Project, as the same may be amended from time to time.

"*Effective Date*" has the meaning set forth in the first paragraph of this Lease. [To be conformed based on timing/permitting and sequence by mutual agreement.]

"*Encumbrances*" shall mean any lien, security interest, charge, claim, mortgage, pledge, equitable interest, encumbrance, restriction on transfer, conditional sale or other title retention device or arrangement, transfer for security for the payment of any indebtedness, or other restriction or blemish on, or agreement concerning the free and full use and ownership of property.

"*Environmental Attributes*" has the meaning set forth in Section 7(b).

"*Environment*" shall mean soil, land surface or subsurface strata, real property, surface waters, groundwater, wetlands, sediments, drinking water supply, ambient air (including indoor air) and any other environmental medium or natural resource.

"*Environmental Law*" shall mean Law relating to and/or imposing liability with respect to: (a) the regulation, protection and use of the Environment including the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Clean Water Act, 33 U.S.C. §§ 1344 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., and any other federal, state, and/or local environmental statutes, and all rules, regulations, orders, and decrees under any of the foregoing; (b) the conservation, management, development, control and/or use of land, natural resources and wildlife; (c) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials, including all applicable common law pertaining to actions for personal injury and/or property damage resulting from Hazardous Materials with respect to contamination both on and off the Land; or (d) noise.

"*Existing Encumbrances*" shall mean those Encumbrances affecting the Premises as of the Effective Date as listed on **Exhibit A** attached hereto and made a part hereof.

"*First Extension Term*" has the meaning set forth in Section 3(b).

"*Fuel Cell Project*" shall mean an approximately 2.8 megawatt electric power generating facility primarily consisting of one or more fuel cells and associated equipment and improvements, as such project may be modified from time to time, together all additions, changes, repairs, replacements, substitutions and enhancements thereto and/or all renewals, reconstruction and repowering thereof, in whole or in part.

"*Fuel Cell/Service Area*" shall mean that portion of the Premises described in Section 2 of **Exhibit B** attached hereto and made a part hereof.

"*Fundamental Alteration*" has the meaning set forth in Section 11 of **Exhibit D** attached hereto and made a part hereof.

"*Generating Facility*" shall mean each of the Fuel Cell Project or the Solar Project, and "*Generating Facilities*" shall mean both of them.

"*Governmental Authority*" shall mean any federal, state, municipal, regional, county, local or other governmental, quasi-governmental, regulatory or administrative authority, agency, body, commission, department, board, or other governmental subdivision, court, tribunal, or arbitral body, or any other governmental or quasi-government authority or any Person exercising or purporting to exercise any governmental or quasi-governmental authority or prerogative.

"*Hazardous Materials*" shall mean: (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges or any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by Environmental Law; and (c) any materials or substances defined in Environmental Law as "hazardous", "toxic", "pollutant", or "contaminant", or defined in Environmental Law using any words of similar meaning or legal or regulatory effect.

"*Indemnified Person*" shall mean any Person entitle to receive indemnification under Article 10 of this Agreement.

"*Indemnifying Party*" shall mean the Party required to provide indemnification under Article 10 of this Agreement.

"*Initial Expiration Date*" shall mean twentieth (20th) annual anniversary of the Effective Date.

"*Initial Term*" has the meaning set forth in Section 3(a).

"*Land*" has the meaning set forth in the Recitals to this Lease.

"*Landfill*" shall mean the landfill located on the Solar Area.

"*Landlord*" has the meaning set forth in the first paragraph of this Lease.

"*Landlord's Evaluation Period*" has the meaning set forth in Section 13(a).

"*Law*" shall mean any and all constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, consent decree, specified standard or objective criterion of any Governmental Authority, whether or not contained in any Permit; any other legislative or administrative action of the United States of America, the State of Connecticut, any county or municipality having jurisdiction, or any other Governmental Authority; and any and all operative decree, judgment or order of any court.

"Lease" shall mean this Ground Lease Agreement, including all exhibits hereto, as well as any and all items specifically incorporated by reference herein or therein, and any and all amendments hereto agreed to in writing by the Parties.

"Lease Year" shall have the meaning set forth in Section 4.

"Mortgage" shall mean any mortgage, deed of trust and other such Encumbrance now or hereafter placed upon the Land, under which Landlord is the mortgagor and the holder of the mortgage is the mortgagee, including any renewal, modification, consolidation, replacement or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

"Party" shall mean each of Landlord and Tenant, and "Parties" shall mean both of them.

"PCU Permit" shall mean the post-closure use permit to be issued to Landlord by DEEP with respect to the Premises, as the same may be amended from time to time.

"Permits" shall mean collectively all approvals, certificates, permits, agreements, orders, consents, and licenses as may be required by any Governmental Authority or by Law in connection with a Permitted Use.

"Permitted Uses" has the meaning specified in Exhibit D attached hereto and made a part hereof.

"Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a limited liability partnership or any other entity.

"Pre-existing Hazardous Materials" shall mean Hazardous Materials existing at the Premises, *excluding* any and all Hazardous Materials brought onto the Premises by, or on behalf of, Tenant after the Effective Date.

"Premises" has the meaning set forth in the Recitals to this Lease.

"PURA" shall mean the Connecticut Public Utilities Regulatory Authority and any successor agency thereto.

"PURA Approval" shall mean any approval, order and/or other authorization issued to Tenant by PURA in connection with the Generating Facilities.

"Second Extension Term" has the meaning specified in Section 3(b).

"Shadow Restriction" shall have the meaning specified in Exhibit D attached hereto and made a part hereof.

"Shared Area" shall mean that portion of the Premises described in Section 3 of Exhibit B attached hereto and made a part hereof.

"*Siting Council*" shall mean the Connecticut Siting Council and any successor agency thereto.

"*Siting Council Decision*" shall mean any of the following issued by the Siting Council: (a) a Certificate of Environmental Compatibility and Public Need along with the accompanying Findings of Fact, Opinion and Decision and Order and Development and Management Plan for the Project; (b) any approval issued pursuant to a Petition for Declaratory Ruling that no Certificate of Environmental Compatibility and Public Need is required for the Project; or (c) any other written approval or authorization issued by the Siting Council concerning a Generating Facility.

"*SNDA*" shall mean a subordination, non-disturbance and attornment agreement.

"*Solar Area*" shall mean that portion of the Premises described in Section 1 of Exhibit B attached hereto and made a part hereof.

"*Solar Project*" shall mean an approximate 2.2 megawatt solar power generating facility primarily consisting of photovoltaic panels and associated equipment and improvements, as such project may be modified from time to time, together all additions, repairs, replacements, substitutions and enhancements thereto and/or all renewals, reconstruction and repowering thereof, in whole or in part.

"*Tenant*" has the meaning set forth in the first paragraph of this Lease.

"*Term*" shall mean the term of this Lease, as determined in accordance with Section 3 and includes the Initial Term and any First Extension Term and Second Extension Term.

"*Third Party*" shall mean any Person other than the Parties or any of their respective Affiliates.

"*Third Party Agreement*" has the meaning specified in Section 8(d).

"*Transfer*" shall mean, whether used in noun or verb form, a transaction by which a Party directly or indirectly sells, leases, assigns, conveys, transfers, disposes of, mortgages, pledges or otherwise alienates or encumbers all or any portion of its rights, obligations and/or other interests in this Lease (or agrees or is required to do any of the foregoing). Any variant of Transfer shall have a similar meaning as the context requires.

2. Entire Agreement; Interpretation.

(a) Entire Agreement. This Lease contains the entire agreement between the Parties pertaining to the Premises and supersedes any and all prior oral or written agreements, terms, understandings, conditions, proposals, negotiations and representations with respect to such subject matter.

(b) Amendments. No amendments or modifications of this Lease shall be valid unless evidenced in writing, and signed and delivered by duly authorized officers or agents of both Parties.

(c) Interpretation. The terms "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Lease as a whole. Except where otherwise expressly provided or unless the context otherwise necessarily requires in this Lease: (i) "include(s)", "including" or any other variant thereof means "include(s), without limitation" or "including, without limitation," or any other variant thereof as the context requires; (ii) the phrase "and/or" shall be deemed to mean the words both preceding and following such phrase, or either of them; (iii) reference to a Person includes its heirs, executors, administrators, successors and permitted assigns; (iv) any pronoun includes the corresponding masculine, feminine or neuter forms; and (v) singular terms shall include the plural and vice versa as the context may require. The words "will" and "shall" are used interchangeably throughout this Lease; the use of either connotes a mandatory requirement; and the use of one or the other will not mean a different degree of right or obligation for either Party. The headings and captions for the articles and sections contained in this Lease have been inserted for convenience only and form no part of this Lease and shall not be deemed to affect the meaning or construction of any of the terms or conditions of this Lease.

(d) Construction. This Lease shall be construed as being jointly drafted by the Parties, and any ambiguities or uncertainties in the wording of this Lease shall be construed in the manner that most accurately reflects the Parties' intent as of the Effective Date.

(e) Approvals. Any Party that requires an Approval from the other Party hereunder shall not act, effect and/or otherwise implement the matter, decision, and/or other action requiring such Approval, or fail to act in any manner the effect of which reasonably could be expected to create a result that would have required such Approval, in each case without having first obtained such Approval. If a dispute exists between the Parties with regard to an Approval, such dispute shall be fully resolved by appropriate means (including judicial action) in accordance with Section 20 before the requesting Party may take any action with respect to the matter requiring such Approval.

3. Lease; Term.

(a) Grant of Lease; Initial Term. Landlord hereby leases and demises to Tenant, and Tenant hereby takes and leases from Landlord, the Premises, subject to the terms and conditions of this Lease, together with (i) all present and future improvements, easements, and appurtenances thereon and thereto; (ii) the appurtenances and all the estate, rights, and privileges of Landlord in and to the Premises; (iii) all right, title and interest of Landlord in and to any strips or gores of land adjoining or included within the Premises; and (iv) any and all rights of access to and from the Premises and any other appurtenant rights of Landlord. Tenant shall have the exclusive use of the Solar Area and the Fuel Cell/Service Area, and without limiting the generality of the foregoing, Landlord shall not lease and/or otherwise permit any other Person to use the Solar Area and the Fuel Cell/Service Area. The Parties shall reasonably coordinate Tenant's common use of the Shared Area to fully support Tenant's exclusive use of the Solar Area and the Fuel Cell/Service Area. The initial term of this Lease (the "*Initial Term*") shall

commence on the Effective Date and end on the Initial Expiration Date, unless sooner terminated by Tenant as provided herein. Possession of the Premises shall be delivered to Tenant on the Effective Date.

(b) Extensions. Unless Tenant has notified Landlord at least one hundred eighty (180) days before the expiration of the Initial Term that Tenant does not wish to continue this Lease (in which case this Lease shall terminate upon the expiration of the Initial Term), the Term shall be extended for an initial renewal term of five (5) consecutive Lease Years after the Initial Term (the "*First Extension Term*"). Thereafter, unless Tenant has notified Landlord at least one hundred eighty (180) days before the expiration of the First Extension Term that Tenant does not wish to continue this Lease (in which case this Lease shall terminate upon the expiration of the First Extension Term), the Term shall be extended for a second renewal term of five (5) consecutive Lease Years after the First Extension Term (the "*Second Extension Term*"). The terms, covenants and conditions as set forth herein with respect to the Initial Term shall apply to any and all extensions thereto.

(c) Tenant's Termination Right. Tenant shall have the right, exercisable in its sole discretion, to terminate this Lease at any time, with or without cause or other reason whatsoever. If Tenant elects, in its sole discretion, to exercise such termination right, then Tenant shall give a notice of termination to Landlord. Such termination shall be effective on the date specified in Tenant's notice; *provided* that such termination date shall not be less than ninety (90) days after the giving of such notice. Notwithstanding any provision of this Lease to the contrary, this Section 3(c) sets forth the exclusive conditions under which Tenant's rights set forth in this Lease may be terminated before the expiration of the Term.

4. **Rent**. Tenant shall make the initial Annual Rent payment within sixty (60) days after the Effective Date, for the period commencing on the Effective Date through the first anniversary of the Effective Date. Thereafter, during the Term, Tenant shall pay, in advance, the Annual Rent for each twelve (12) consecutive month period after such first anniversary of the Effective Date (each such twelve month period being a "*Lease Year*"). Tenant shall pay the applicable Annual Rent within sixty (60) days after the commencement of each such Lease Year. Tenant shall pay the Annual Rent to Landlord at the address listed in Section 21(a), or to such other Person and/or address as Landlord may designate in writing at least thirty (30) days before the due date of such payment. Tenant shall not be required to (a) provide any security deposit and/or any other form of financial assurance to Landlord in connection with this Lease; and/or (b) pay any other payment, contribution and/or compensation of whatever nature to Landlord on account of, and/or arising out of, this Lease, the Premises and/or the transactions contemplated hereby (other than as a result of Landlord's exercise of remedies pursuant to Section 14(a)).

5. **Taxes**. Tenant shall pay any personal property taxes that are assessed, levied, charged, confirmed, or imposed by any Governmental Authority on Tenant's personal property located on the Premises, including the Generating Facilities; *provided* that Tenant shall have no liability and/or other obligation for (a) taxes attributable to any improvements now or hereinafter on the Premises that are owned by an entity other than Tenant; (b) taxes computed upon the basis of the payment derived from this Lease by Landlord (including any income taxes); and (c) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind that are

adopted by any Governmental Authority after the Effective Date. Landlord shall solely bear and pay any and all other taxes and amounts attributable to, and/or arising out of the Land, including all real property taxes relating to the Premises, and all amounts in connection with clauses (a), (b) and (c) of this Section 5. Nothing in this Lease shall impair or otherwise affect the right of any Party to appeal, contest and/or otherwise seek relief with respect to any tax and/or other imposition.

6. Representations and Warranties.

(a) Title. Landlord represents, covenants and warrants that Landlord is the exclusive owner in fee simple of the Land.

(b) No Brokers. Each Party represents and warrants to the other that such Party did not contract with or engage a broker or agent in connection with, or arising out of, this Lease. Each Party agrees to indemnify the other Party against, and hold the other Party harmless from, any and all claims or liabilities for all brokerage fees, commissions and finder's fees incurred by reason of any action taken by the indemnifying Party in connection with this Lease.

(c) Authority. Each Party represents, covenants and warrants to the other that (i) it is duly authorized to execute and deliver this Lease, (ii) it has obtained all necessary consents, waivers and approvals under its organizational documents and under applicable Law to execute, deliver and perform under this Lease; and (iii) this Lease is enforceable against such Party in accordance with its terms and does not violate any provision of any agreement to which such Party is a party or to which it is subject.

(d) Land Use. Landlord hereby represents to the best of its knowledge and belief that creation and use of the parcels constituting the Premises does not constitute a subdivision requiring approval thereof under applicable Law.

(e) Landmark. Landlord hereby represents that to the best of its knowledge and belief the Premises have not been designated, nor do any plans exist to designate the Premises as a landmark, nor are the Premises within a historical district or otherwise entitled to landmark protection. To Landlord's best knowledge and belief, the Premises have not been listed in any national, state or local register of historic places.

(f) [To be completed, if appropriate, after discussion re: existing drainage structure]

(g) Landfill. Landlord shall be solely responsible (at Landlord's sole cost and expense) to operate, maintain, repair and otherwise care for, the Landfill in accordance with applicable Laws (including permits, approvals and other orders issued by any Governmental Authority regarding the closure of the Landfill) and any applicable contractual or other commitments. Landlord represents, warrants and covenants that to Landlord's best knowledge and belief:

(i) the Landfill is in compliance with all applicable Laws, including all requirements of DEEP. Without limiting the generality of the foregoing, the Landfill has been closed

and capped in accordance with applicable Laws, including compliance with the plans and specifications approved by DEEP. Since being closed, the Landfill has been maintained and otherwise used in accordance with applicable Laws;

(ii) the condition of the Landfill does not differ from that characterized in submissions to Governmental Authorities, including DEEP;

(iii) the Landfill is not subject to any restriction, limitation and/or other covenant regarding use, other than the application of the Existing Encumbrances and Laws applicable to activities conducted on similar landfill sites after closure. Landlord is not a party to any agreement, instrument and/or other contractual arrangement of whatever nature (written or oral) pertaining, in whole or in part, to operation, maintenance and other work in connection with the Landfill;

(iv) Landlord is not conducting, and has no plans to conduct, any maintenance on, repair of, alteration to and/or other change affecting all or any portion of the Premises that could reasonably be expected to interfere with and/or otherwise adversely affect any of the Permitted Uses and/or any other exercise of rights granted hereunder by Tenant;

(v) there are no plans and/or circumstances that would require Landlord to alter, relocate and/or otherwise revise the condition and/or location of any of the access roads to or on the Premises; and

(vi) Landlord has not taken and/or failed to take any action that could affect the issuance of any Permit for the Generating Facilities.

In addition to Tenant's rights and remedies hereunder (including those under Section 14 of this Lease), at law and in equity, if any representation and/or warranty of Landlord is incorrect in any material respect and/or Landlord breaches any of the Landlord's covenants, Tenant reserves the right, but not the obligation, to take corrective actions, at Landlord's sole cost, to cause the Landfill to be in compliance with such representation, warranty and/or covenant. Landlord shall reimburse Tenant for all cost and expenses so incurred by Tenant within sixty (60) days after Tenant submits a request for payment therefor.

7. Permitted Uses.

(a) Tenant shall be entitled to use the Premises and the remaining portions of the Land for the Permitted Uses described in **Exhibit D** attached hereto and made a part hereof, consistent with the terms and conditions of this Lease. Without prejudice to, and/or any limitation of, Tenant's rights and remedies hereunder, Tenant shall bear all costs and expenses incurred by Tenant in connection with the construction, operation and maintenance of the Generating Facilities, including permitting fees and public utility charges.

(b) Without limiting the generality of the Permitted Uses, Landlord acknowledges that Tenant is the exclusive owner of (a) electricity generated by, and capacity and other products associated with, each Generating Facility; and (b) the Environmental Attributes of each

Generating Facility. "Environmental Attributes" include any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substances attributable to a Generating Facility. Without the prior written Approval of Tenant, Landlord shall not make or publish any public statement or notice which claims ownership of, or entitlement to, any Environmental Attributes of a Generating Facility or the electric power and other products generated thereby.

8. Covenants.

(a) Landlord shall not erect any building or structure on, place or store any materials on, park or store any vehicles on, grade, excavate, fill or flood the Land, or otherwise use the Land, in any manner which (i) may interfere with the exercise of any of the Permitted Uses, rights and/or leases herein granted to Tenant, or (ii) which may create a hazard, in each case without prior written notice to and receipt of the written Approval from Tenant. If Landlord desires to take any of such actions, Landlord shall notify Tenant of such intent, and Tenant shall advise Landlord, within a reasonable period, of any concerns with respect to interference and/or hazards. The Parties shall negotiate in good faith to address and resolve Tenant's concerns and otherwise effect Landlord's compliance with this Section 8(a).

(b) Landlord shall not attach anything to the property of Tenant installed by virtue of this Lease.

(c) Landlord acknowledges, covenants and agrees that no cessation of use or operation of all or any portion of a Generating Facility, the Premises or the rights set forth in this Lease by Tenant shall be deemed an abandonment thereof resulting in the termination of any aspect of this Lease or any rights granted herein, *unless* Tenant, at the time of such cessation of use or operation, terminates this Lease pursuant to Section 3(c).

(d) Without prior written consent of Tenant (which may not be unreasonably withheld, conditioned or delayed), Landlord shall not:

- (i) authorize or permit all or any portion of the Land to be used in connection with a solar and/or fuel cell generating facility (*except* the Generating Facilities), and/or
- (ii) convey any new or additional agreements, leases, licenses or permits (including any new amendments to existing agreements, easements, leases, licenses and/or permits) to any Third Parties on the Premises within or across the Premises, or on any other property owned by Landlord that is adjacent to, abuts and/or is within one hundred (100) feet of the Solar Area (each a "Third Party Agreement"),

in each case that may (A) interfere with the exercise of any of the rights and/or privileges granted herein; and/or (B) which may create a hazard. If Landlord desires to take any of such actions, Landlord shall notify Tenant of such intent, and Tenant shall advise Landlord, within sixty (60) days after receipt of relevant information requested by Tenant from Landlord, of any concerns with respect to interference and/or hazards. The Parties shall negotiate in good faith to address and resolve Tenant's concerns and otherwise effect Landlord's compliance with this Section 8(d).

If Tenant consents in writing to any Third Party Agreement, then the text of such Third Party Agreement shall state that such Third Party Agreement is subordinate to, and subject to, this Lease.

(e) Landlord shall not Transfer any interest in, use or take any action (including seeking a subdivision or similar change to existing property boundaries) with respect to, and/or authorize or permit any activities on the Land that that could (i) result in noncompliance with land use, zoning or other Laws, whether as a result of such action, authorization and/or permission itself, or in conjunction with the rights and/or privileges granted herein; and/or (ii) in any manner interfere with the exercise of any of the rights and/or privileges granted herein, in each case without Tenant's prior written Approval. Before taking any action of whatever nature with respect to the Land, Landlord shall submit a detailed plan to Tenant, including Landlord's compliance with this Section 8(e). Tenant shall provide comments on such plan, including any concerns regarding compliance with this Section 8(e), and Landlord shall not take any action with respect to such plan without first addressing Tenant's concern and obtaining Tenant's prior written Approval.

(f) Landlord will promptly cause to be subordinated or released any Encumbrance, whether in existence before or after the Effective Date, that Tenant reasonably determines interferes with, jeopardizes or adversely impacts Tenant's Permitted Uses of the Premises or the remaining portions of the Land that are subject to Permitted Uses; *provided* that if such Encumbrance (i) exists due to the unilateral action of a Third Party, or without the consent, agreement, authorization or other direct or indirect acquiescence of Landlord, and (ii) does not relate to any failure by Landlord to comply with any term and/or condition of this Lease, then Landlord shall (A) pursue such subordination or release with reasonable diligence, *provided* that the foregoing shall not require Landlord to settle and/or otherwise compromise any claim to obtain such subordination or release; and (B) take such action and provide such assurances as Tenant may reasonably request to preserve and protect Tenant's rights and interest hereunder pending such subordination or release.

(g) In response to a request for cooperation and assistance from Tenant in connection with Tenant's development, permitting, construction, operation, maintenance, replacement, repowering and/or upgrading of a Generating Facility, Landlord shall provide such cooperation and assistance in order to effectuate such efforts by Tenant with respect to such Generating Facility at no Third Party cost or expense to Landlord. Such cooperation and assistance shall include signing (in the capacity as a land owner) any applications, requests, notices, extensions, or similar documentation submitted by Tenant to any Governmental Authority (including with respect to the PURA Approval, the DEEP Permit and/or a Siting Council Decision), and providing documentation available to Landlord regarding the Premises (including the Landfill).

(h) If Pre-existing Hazardous Materials are encountered or generated at the Site, Tenant (and/or its contractor(s)) shall use the EPA ID number of the Landlord for the Premises when transporting such Hazardous Materials off-Site for management, storage, recycling, treatment and/or disposal. Landlord shall coordinate and cooperate with Tenant and its contractor(s) in such regard, and Landlord, as generator or otherwise, shall timely execute manifests and other documentation required in connection with such management, storage,

recycling, treatment and/or disposal, as well as any other actions required to be taken by Landlord as the registrant of such EPA ID number. Depending on the results of testing being conducted by Tenant to characterize the certain areas of the Premises, the Parties will negotiate in good faith the responsibility for the costs associated with recycling, treatment and/or disposal of Pre-existing Hazardous Materials.

(i) Tenant, at its sole cost and expense, shall prepare a draft application for the PCU Permit with the Generating Facilities as a permitted post-closure use, and Tenant shall submit such application to Landlord for its review and comment before filing with DEEP. Landlord shall provide any comments within fifteen (15) days after such submission by Tenant, and the Parties shall review and reconcile Landlord's comments in a manner that preserves Tenant's schedule for the permitting and construction of the Generating Facilities. Within five (5) days after receiving the final version of such application, Landlord shall file such application with DEEP. Landlord shall provide to Tenant a copy of such application as filed with DEEP simultaneously with its submission, and shall promptly furnish Tenant with copies of all correspondence, comments and other written interactions with DEEP relating to the PCU Permit. Nothing in this Section 8(i) or elsewhere in this Lease shall constitute an assumption of any obligations and/or liabilities of Landlord or any Third Party with respect to, associated with, or arising out of, the PCU Permit and/or any other permits, approvals and other orders issued by any Governmental Authority regarding the Land (including the stewardship permit). Landlord shall not take any other action with respect to any Permits without obtaining prior written Approval from Tenant.

9. Access and Security.

(a) Public Safety. Landlord is responsible for, and shall solely retain, the cost of maintaining any site security requirements under applicable Law (including compliance with the terms of the PCU Permit), other than those arising out of the Permitted Uses. The Parties shall establish a mutually acceptable protocol for the use and integrity of Landlord's security installations (including gates installed near, and/or at access points to, the Premises (including the Shared Area)) that Tenant will encounter in connection with the Permitted Uses and the exercise of other rights granted hereunder.

(b) Tenant Security Measures. Landlord acknowledges that the Premises may be secured because of the operation of the Generating Facilities, and access to the Premises will be limited due to public safety reasons. Tenant shall install, at Tenant's expense, gates to secure the entrances to the Solar Area and the Fuel Cell/Service Area. Tenant shall have the right, but not the obligation (unless required by applicable Law), to install, at Tenant's expense, other security improvements on the Premises; *provided* that the Parties shall coordinate if Tenant desires to install any security measures for the Shared Area. Tenant shall be responsible for the operation, maintenance and repair of all security improvements installed by Tenant.

(c) Improvements. Tenant shall have no responsibility for the operation, maintenance and repair of any improvement of the Premises by Landlord or Third Parties, whether now existing or installed in the future; *provided* that (i) Tenant shall repair any damage to such improvements in the Shared Area caused by, or on behalf of, Tenant in connection with the

construction of the Generating Facilities; and (ii) Tenant shall have the right, but not the obligation, to repair and/or maintain any of such improvements in the Shared Area (including snow removal) in Tenant's sole discretion and at Tenant's sole cost.

(d) Access. Landlord reserves the right to access the Premises for the purpose of inspecting, operating, maintaining and repairing the Landfill; *provided* that Landlord's exercise of this right of access shall not unreasonably interfere with Tenant's Permitted Uses. Landlord shall coordinate its exercise of such right of access with Tenant; *provided* that (i) Landlord provides Tenant with seven (7) days' prior written notice of any such request or such lesser notice as shall be reasonably practicable and necessitated by the access request, to Tenant's representative listed below, and/or such other contact as may be designated by Tenant in writing; and (ii) Landlord shall not access to the Premises without being physically escorted by Tenant or Tenant's authorized agent. All such notices to Tenant shall be sent to the following (or such other address as Tenant may designate from time to time):

[TBD]

with a copy to:

[TBD]

Landlord's point of contact for routine communications between the Parties, including coordination of activities affecting the Shared Area, shall be the following (or such other Person as Landlord may designate from time to time):

Utilities Manager
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

10. **Indemnification.**

(a) General Indemnity. Each Party agrees to indemnify the other Party, its contractors, employees, agents and affiliates against, and defend and hold each of them harmless from all liabilities, obligations, claims, losses, damages, injuries, costs, penalties, fines, judgments and/or expenses (including attorneys' fees) sustained by, incurred by, or assessed to, any of such Indemnified Person resulting from, or attributable to, in whole or in part, the acts, omissions and/or negligence of the Indemnifying Party, its employees and/or agents, *except* to the extent that any such liability, obligation, loss, damage, injury, cost, penalty, fine, judgment or expense resulted solely from the gross negligence or intentional misconduct of the Indemnified Person. For purposes of this Section 10(a), "*gross negligence*" means conscious, reckless and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

(b) Environmental Indemnity. Landlord agrees to indemnify Tenant its contractors, employees, agents and affiliates against, and defend and hold each of them harmless from (i) any claims made by, and all obligations and/or other liabilities of whatever nature to, any Third Party (including any Governmental Authority) in connection with injury to persons (including death), damage to property and/or natural resources, requirements of applicable Law and/or contractual commitments of Landlord concerning the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Land and/or other land of Landlord; and (ii) all liabilities, obligations, claims, losses, damages, injuries, costs, penalties, fines, judgments and/or expenses (including reasonable attorneys' fees) sustained by, incurred by, or assessed to, any Person (including Tenant, its contractors, employees, agents and affiliates) resulting from, or attributable to, in whole or in part, the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Land and/or other land of Landlord. The foregoing indemnity provisions shall apply irrespective of any fault, act or omission of Landlord or by its employees or agents and regardless of negligence, intention, willfulness, and/or illegality, it being the intent of the Parties that Landlord shall be strictly liable to Tenant for such indemnities.

(c) Indemnification Notice. Whenever a claim for indemnification shall arise under Sections 10(a) and/or 10(b), the Indemnified Person(s) shall give notice to the Indemnifying Party of such claim, including reasonable detail about the facts and circumstances thereof. Such notice shall be given as soon as reasonably practical following the time that such Indemnified Person realized its entitlement to indemnification under such Section(s). Notwithstanding the foregoing, the failure to provide such notice shall not prejudice, impair or otherwise adversely affect in any manner whatsoever the rights of the Indemnified Persons and the obligations of the Indemnifying Party, and such Indemnified Person(s) shall have no liability to the Indemnifying Party as a result of the failure to provide such notice and such Indemnified Person(s) shall have all of the rights and benefits provided for in this Lease, notwithstanding failure to provide such notice.

(d) Third Party Indemnification Procedure.

(i) Assumption of Defense. If the Indemnifying Party has acknowledged, by notice given to the affected Indemnified Person(s) within a reasonable period after receiving the notice from such Indemnified Person(s) (based on the circumstances, but no more than thirty (30) days after receipt of such notice), its indemnification obligation with respect to a particular claim in accordance with the terms of Sections 10(a) and/or 10(b), the Indemnifying Party, upon giving such notice to such Indemnified Person(s), may assume, at its sole cost and expense, the defense of any Third Party claim. Pending receipt of such notice from the Indemnifying Party, the affected Indemnified Person(s), at its option, may take appropriate actions in the defense of such Third Party claim, and the costs and expenses associated with such actions shall be an indemnified expense. Counsel selected for such defense of any Third Party claim shall be reasonably acceptable to such Indemnified Person(s), and such Indemnified Person(s) shall be entitled to participate in (but not control) such defense through its/their own counsel and at its own expense; *provided* that if the counsel selected by the Indemnifying Party advises that, due to actual or potential conflicts, separate counsel should represent such Indemnified Person(s), the expense of such separate counsel shall be an indemnified expense in accordance with the terms

and conditions hereof, the full cost of which shall be borne by the Indemnifying Party. Such Indemnified Person(s) shall reasonably cooperate with the Indemnifying Party in connection with the defense of such Third Party claim. Notwithstanding anything to the contrary in this Lease, each Indemnified Person shall have the right to retain separate counsel to represent such Indemnified Person, at the sole cost and expense of such Indemnified Person concerning such Third Party claim, *except* to the extent such cost and expense are subsequently determined to be an indemnified expense.

(ii) Indemnified Persons' Rights. If the Indemnifying Party does not acknowledge its indemnification obligation for a particular Third Party claim, or does not timely assume the defense thereof, such Indemnified Person may defend such claim in such manner as it may deem appropriate. The Indemnifying Party shall bear all of the costs and expenses, including attorneys' fees, incurred by each Indemnified Person in connection with such defense all of which shall be paid from time to time thirty (30) days after the Indemnifying Party receives a written request from any Indemnified Person for reimbursement (including reasonably detailed documentation in support of any such request), and the Indemnifying Party shall be entitled to participate (but not control) such defense through its own counsel and at its own expense. The Indemnifying Party shall reasonably cooperate with each Indemnified Person in connection with the defense of such Third Party claim.

(iii) Limitation. Notwithstanding its control of a defense of any Third Party claim, the Indemnifying Party shall not (A) make any admission or take any other action that is binding on, or otherwise attributable to any Indemnified Person; and/or (B) consent to any settlement, entry of judgment or other disposition, in any or all instances without the prior written consent of the affected Indemnified Person(s), which shall not be unreasonably withheld, conditioned or delayed.

(e) No Assumption of Liability. Tenant, by its acceptance of this Lease, does not agree to perform, and does not agree to assume or otherwise be liable for, any obligations and/or liabilities of Landlord or any Third Party with respect to, associated with, or arising out of, the environmental condition of, and/or any Pre-existing Hazardous Materials located on, in, over, under or emanating from, the Premises, the Landfill, the Land and/or other land of Landlord. Without limiting the generality of the foregoing, any repair and/or modification of the Landfill by, and/or on behalf of, Tenant, including in connection with compliance with any Permit, and/or the construction, maintenance, operation, replacement, repowering and/or upgrading of a Generating Facility, shall not result in, and/or otherwise constitute the assumption of, any responsibility, liability and/or other obligation whatsoever by Tenant with respect to all or any portion of the Landfill.

11. Transfer, Assignment and Subletting.

(a) Generating Facilities. Tenant is the exclusive owner and operator of the Generating Facilities. Without prejudice to positions taken by taxing authorities, as between the Parties, the Generating Facilities (including the component parts thereof) are personal property and not fixtures. Landlord shall not sell, lease, assign, mortgage, pledge or otherwise alienate or

encumber any Generating Facility (or any interest therein) with the fee interest or other property rights to the Premises and/or other portions of the Land.

(b) Transfers by Landlord. Without prior written consent of Tenant (which may not be unreasonably withheld, conditioned or delayed), Landlord shall not Transfer all or a portion of the real property constituting all or any portion of the Premises or any other portion of the Land subject to Permitted Uses and/or any interest therein. Landlord shall give Tenant at least sixty (60) days written notice prior to any proposed Transfer of all or a portion of the real property constituting all or any portion of the Premises or any other portion of the Land subject to Permitted Uses and/or any interest therein, identifying the transferee, the portion of said real property to be transferred, and the proposed date of Transfer. Landlord shall require any transferee of a proposed Transfer to acknowledge and consent to the terms of this Lease by instrument in a form and content reasonably acceptable to Tenant, and any transferee of all or any portion of said real property shall take title to said real property subject to, and subordinate to, this Lease. Landlord agrees that this Lease and the rights granted hereunder shall run with the Land, and survive any Transfer of such property, or any portion thereof, until this Lease terminates as expressly provided herein. In the case of any Mortgage recorded on the Land after the Effective Date, such Mortgage shall be subordinate to this Lease, and Tenant shall be entitled to require Landlord to secure and deliver to Tenant (within sixty (60) days after Tenant's request therefor) a SNDA reasonably acceptable to Tenant. In no event shall Landlord and/or anyone claiming by, through, or under Landlord (including any present or future mortgagee of the Land) have any rights in or to the Generating Facilities at any time. This Section 11(b) shall supplement any other applicable provision of this Lease (including Section 8(e)).

(c) Transfers by Tenant. This Lease is for the benefit of Tenant, its successors and assigns, and is fully apportionable and fully assignable or otherwise Transferable, all or in part, including through sublease or license, without the need of any consent of Landlord or Landlord's successors and assigns (i) to any Person controlled by, or under common control or ownership with Tenant (including any direct or indirect subsidiary of Tenant); (ii) in connection with the sale of all or substantially all of the assets of Tenant; (iii) as part of any mortgage, pledge or other Encumbrance granted by Tenant, including as a result of the exercise of rights by any Person under such Encumbrance; (iv) as a result of the transfer of a controlling interest in Tenant by its parent and/or other Person possessing control over Tenant; (v) pursuant to any approval, order and/or other authorization issued by a Governmental Authority, including PURA; and (vi) to any assignee or other transferee regularly engaged in the ownership and/or operation of power generating facilities similar to the Generating Facilities (or in the case of a partial assignment, the Generating Facility subject to such assignment or transfer). Tenant shall notify Landlord within a reasonable period after the consummation of any such Transfer not requiring Landlord's consent. Any other Transfer, in whole or in part, of this Lease by Tenant shall require the prior written consent of Landlord (which may not be unreasonably withheld, conditioned or delayed), in which case Tenant shall give Landlord at least sixty (60) days written notice prior to any such Transfer identifying the transferee and the proposed date of Transfer. In the case of any such Transfer by Tenant, Landlord, at the request of Tenant, shall execute and deliver to Tenant and such transferee an SNDA (or such other documentation as Tenant may reasonably request), containing terms reasonably acceptable to Tenant, within sixty (60) days after Tenant's request therefor.

(d) Voided Transfers. Any Transfer in violation of the terms of this Article 11 shall be null and void and without legal effect.

(e) Binding Effect. This Lease shall be binding upon the Parties and their respective successors and permitted assigns.

12. Eminent Domain.

(a) Award. If any portion of the Premises or any other portion of the Land subject to Permitted Uses is taken by condemnation or any other manner for any public or quasi-public purpose, then: (i) Tenant shall be entitled to fully participate and otherwise protect its rights under this Lease in such condemnation proceeding; and (ii) upon a taking, the proceeds of any award or judgment payable by the condemning authority shall be allocated by the court having jurisdiction over the condemnation proceeding between the Parties based on said court's determination of the impact of said condemnation on the Parties' respective interests in the Premises or any other portion of the Land subject to Permitted Uses, including the damage caused to the Generating Facilities and the loss of revenue to Tenant resulting from any removal or relocation of a Generating Facility or any part thereof. Neither Party shall be entitled to settle with the condemning authority without the joint participation and prior written Approval of the other Party.

(b) Rent Adjustment. In the event that the condemning authority is successful in any such condemnation proceeding, then, as of the date of vesting of title in such condemning authority, the Annual Rent shall be prorated to such date based on the portion of the Generating Facilities affected by such taking.

13. Surrender of Premises upon Termination or Expiration.

(a) Abandonment. In connection with the expiration of the Term, Tenant shall elect, by notice given to Landlord, to exercise either of the following two alternatives: (i) abandon in place either or both of the Generating Facilities (or that portion thereof that remains on the Premises at such expiration), or (ii) remove the Generating Facilities at Tenant's expense. If Tenant decides to abandon any Generating Facilities at the expiration of the Term, Landlord shall have sixty (60) days after receipt of such notice ("*Landlord's Evaluation Period*") to exercise either of the following two alternatives: (A) allow Tenant to abandon in place the Generating Facilities (or such remaining portion) in which case the Generating Facilities (or such portion) shall automatically become the property of Landlord at the end of the Term, and Tenant shall execute documentation confirming said transfer of title to the Generating Facility to Landlord, or (B) direct Tenant to remove the Generating Facilities at Tenant's expense. The Landlord's Evaluation Period may be extended upon mutual agreement of the Parties. If Landlord fails to elect either alternative within the Landlord's Evaluation Period, then, at the expiration of the Landlord's Evaluation Period, Landlord shall be deemed to have directed Tenant to remove the Generating Facilities in place pursuant to clause (B) of this Section 13(a).

(b) Holding Over. Should Tenant, without Landlord's written consent, hold over after termination or expiration of the Term, Tenant shall become a tenant from month-to-month, and any such holding over shall not constitute an extension of this Lease. Tenant shall pay Landlord rent determined in accordance with Exhibit C attached hereto and made a part hereof for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease; *provided, however*, that Tenant shall not be obligated to make any of the hold-over rental payments required by this Section 13(b) during the six (6) month period immediately following the expiration of the Term so long as during said six (6) month period Tenant is negotiating in good faith with Landlord to extend this Lease (or execute a new lease of the Premises), or removing the Generating Facilities. If the Landlord's Evaluation Period has been extended and Landlord shall direct Tenant to remove the Generating Facilities, then the Term of this Lease shall be extended for a period of six (6) months after Tenant's receipt of such direction and during such period, Tenant shall not be obligated to make any of the hold-over rental payments required by this Section 13(b).

(c) Release. On the expiration of the Term, Landlord may request that Tenant provide a recordable Release of the Notice of Lease and said release shall be delivered to Landlord within ninety (90) days of Landlord's request therefor. Landlord is responsible for recording said Release of Notice of Lease.

14. Remedies.

(a) Remedies for Default. Subject to the limitation on remedies set forth in Sections 14(b) and 14(c) hereof, upon the occurrence of any default, the non-defaulting Party shall provide written notice thereof to the defaulting Party, the defaulting Party shall have thirty (30) days to cure the default and the non-defaulting Party may pursue one or more of the following remedies after the expiration of the defaulting Party's cure period:

(i) The non-defaulting Party may initiate a court proceeding to seek actual damages sustained by the non-defaulting Party.

(ii) If Landlord is the defaulting Party, in addition to the remedy available to Tenant under subsection 14(a)(i) hereof, Tenant may (A) withhold payments of Annual Rent and other amounts owed to Landlord hereunder until the earlier of the date on which Landlord's default is cured or the dispute is resolved; and (B) exercise self-help by performing any of Landlord's unperformed obligations, and Landlord shall reimburse Tenant (within thirty (30) days of Tenant's written request for reimbursement) for all actual costs incurred by Tenant to perform Landlord's unperformed obligations; *provided, however*, notwithstanding any provision hereof to the contrary, if Tenant reasonably determines that Landlord's default results in or creates an emergency situation, then Tenant shall be entitled to exercise its remedy of self-help at any time including during Landlord's thirty day cure period.

(iii) If Tenant is the defaulting Party, in addition to the remedy available to Landlord under subsection 14(a)(i) hereof, but subject to Section 14(b), Landlord may exercise self-help by performing any of Tenant's unperformed obligations, and Tenant shall

reimburse Landlord (within thirty (30) days of Landlord's written request for reimbursement) for all actual costs incurred by Landlord to perform Tenant's unperformed obligations; *provided, however*, notwithstanding any provision hereof to the contrary, if Landlord reasonably determines that Tenant's default results in or creates an emergency situation, then Landlord shall be entitled to exercise its remedy of self-help at any time including during Tenant's thirty day cure period.

In addition to any other remedy specifically set forth in this Lease, Tenant has the right to enforce the provisions of this Lease (including Section 8(e)) through an action for specific performance and/or injunctive relief as contemplated in Section 21(f). The election of any one remedy available under this Lease shall not constitute a waiver of any other available remedies, including those available at law or in equity, *except* as set forth in Section 14(b). The prevailing Party shall pay for all reasonable costs of collection and enforcement, including reasonable attorneys' fees, which may be incurred by the other Party in enforcing and/or attempting to enforce its rights and remedies under this Lease.

(b) No Termination for Default by Tenant. Notwithstanding anything to the contrary in this Lease, in recognition of the fact that Tenant has incurred substantial expense to purchase, install and operate the Generating Facilities on the Premises, Landlord cannot terminate this Lease due to an uncured default by Tenant.

15. Force Majeure. The Parties shall not be in default of this Lease if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, in spite of its employment of commercially reasonable efforts and due diligence to fulfill, as a result of:

- (a) natural disasters and/or catastrophic events;
- (b) casualties to persons or properties required to fulfill such obligations;
- (c) war or terrorism;
- (d) governmental preemption in a national emergency, enactment of a Law or a change in existing Laws which prevents any Party's ability to perform its respective obligations under this Lease that, in each case, has general applicability throughout the State of Connecticut and specifically excluding any action taken by Landlord and/or any of its agencies and/or instrumentalities in their respective capacities as a Governmental Authority; and/or
- (e) any actions by Third Parties and other outside events beyond the exclusive control of the Party claiming hindrance or delay.

If a Party believes that such a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Lease, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. The claiming Party shall use commercially reasonable efforts to eliminate the hindrance or delay condition as quickly as possible. Notwithstanding notification of a claim of hindrance or delay by one Party, such notice shall not affect, impair or excuse the other Party from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance.

16. Quiet Enjoyment. Landlord covenants and agrees with Tenant that Tenant shall lawfully, peaceably and quietly hold and enjoy the Premises during the Term, and Tenant's possession shall not be disturbed, hindered or other molested by Landlord, or by any Person(s) lawfully claiming by, through, or under Landlord.

17. Landlord's Deliverables to Tenant on the Effective Date. On the Effective Date, simultaneously with the execution and delivery of this Lease:

(a) Landlord shall deliver to Tenant the following:

(i) an executed, witnessed and acknowledged original Notice of Lease using the form in Exhibit E attached hereto and made a part hereof;

(ii) a SNDA (the form and substance of which shall be reasonably acceptable to Tenant) for the Existing Encumbrances listed in Exhibit A; [To be confirmed after title work identifies any Existing Encumbrances that require subordination]

(iii) proof, the form of which must be reasonably acceptable to Tenant, that Landlord has obtained all necessary federal, state and local approvals to execute, deliver and perform under this Lease;

(iv) owner's affidavits and any other documents required by any title insurance companies to remove the standard title policy exceptions; and

(v) [insert any other deliverables (including from title work)]

(b) Tenant shall deliver to Landlord an executed, witnessed and acknowledged original Notice of Lease using the form in Exhibit E attached hereto and made a part hereof.

18. Estoppel Certificates. Each Party shall execute and deliver to the other, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications); (b) whether to the certifying Party's knowledge there are then existing any charges, offsets or defenses against the enforcement by Landlord or Tenant of any agreement, covenant or condition of this Lease on the part of Landlord or Tenant to be performed or observed (and, if so, specifying the same); and (c) whether to the certifying Party's knowledge there are then existing any defaults by Tenant or Landlord in or with respect to the performance or observance by Tenant or Landlord of any agreement, covenant or condition of this Lease on the part of Tenant or Landlord to be performed or observed, and whether any notice has been given to Tenant or Landlord of any default which has not been cured (and, if so, specifying the same).

19. Publicity; Public Communications. The Parties shall coordinate all public relation communications, including press releases and conferences, public announcements and published materials (including advertisements, brochures, electronic or video communications or

presentations, and other promotional materials) by Landlord concerning any Generating Facility and this Lease to assure accuracy before public dissemination.

20. Dispute Resolution.

(a) Negotiation. In the event a dispute arises with respect to this Lease, the individuals directly involved in such dispute shall meet to negotiate and attempt to resolve the dispute. If such dispute cannot be resolved at that level within thirty (30) days after the initial negotiation session, then executives of each Party shall meet to negotiate and attempt to resolve such dispute. If such dispute cannot be resolved at this level within thirty (30) days after the initial meeting, then the Parties may proceed to litigation.

(b) Equitable Remedies. Nothing herein shall prejudice, impair or otherwise prevent either Party from applying for and receiving equitable relief, including an order for specific performance and/or an injunction, from an appropriate Governmental Authority pending the conclusion of any negotiation, mediation or litigation proceeding.

21. Miscellaneous Provisions.

(a) Notices. All communications required or permitted to be given under this Lease shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested or by an overnight delivery service to the Party receiving such communication at the address specified below:

Landlord:

City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604
Facsimile: 203.675.8129
Attention: Utilities Manager

Tenant:

[TBD]

Facsimile: []
Attention: []

with a copies to:

UIL Holdings Corporation
157 Church Street
P.O. Box 1564
New Haven, Connecticut 06506-0901
Facsimile: 203.782.2889

Attention: Linda L. Randell, Senior Vice President and General Counsel

provided that all payments of Annual Rent due to Landlord shall be submitted to the following address:

Director of Finance
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

Either Party may change the address to which notices and other communications under this Lease are to be delivered by giving the other Party notice at the address and in the manner set forth in this Section 21(a). Nothing contained in this Section 21(a) shall be construed to restrict the transmission of routine communications between representatives of the Parties.

(b) Relationship of the Parties. Nothing contained in this Lease shall be construed by the Parties, or by any Third Party, as constituting the Parties as principal and agent, partners or joint venturers, nor shall anything herein render either Party liable for the debts and obligations of any other Party, it being understood and agreed that the only relationship between Landlord and Tenant is that of landlord and tenant.

(c) Recording. Tenant may elect to record this Lease and/or the Notice of Lease executed pursuant to Section 17(a). Each Party shall execute and deliver such additional documents, and take such other actions as shall be necessary, or otherwise reasonably requested by the other Party, to clarify, confirm and assure the rights and obligations provided for in this Lease.

(d) Waiver. No provision of this Lease may be waived, except by an instrument in writing executed by both Parties. Failure of a Party to insist upon strict compliance of any condition or provision of this Lease shall not be deemed a waiver by said Party of that condition. No waiver of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by a breaching or defaulting party of the same or any other provision.

(e) Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to conflict of laws principles thereof.

(f) Specific Performance. Landlord acknowledges and agrees that Tenant would be damaged irreparably in the event any of the provisions of this Lease are not performed in accordance with their specific terms and conditions or otherwise are breached. Accordingly, Landlord agrees that Tenant shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Lease and to enforce specifically this Lease and the terms and conditions hereof in any action instituted in connection therewith in addition to any other remedy to which it may be entitled thereunder at law and/or in equity.

(g) Severability. If any provision of this Lease is adjudged by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future Laws for any reason, the same shall be modified, if possible, to the extent necessary to make it legal, valid and enforceable, or, if not possible, such provision shall be deleted. The remaining provisions of this Lease shall remain enforceable notwithstanding the illegality, invalidity or unenforceability of any individual provision. The Parties also shall negotiate an equitable adjustment to this Lease with a view toward effecting, to the extent possible, the original purpose and intent of the severed provision.

(h) Survival. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the term of this Lease shall survive cancellation, termination or expiration of this Lease for so long as is necessary to fulfill the intent thereof.

(i) Multiple Counterparts. This Lease may be executed in two or more originals and/or counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Lease or the terms hereof to produce or account for more than one of such counterparts; *provided* that the counterpart produced bears the signature of the Party sought to be bound. Signatures delivered by facsimile, "portable document format" (PDF) or other means of electronic transmission of signatures shall be deemed to have the same legal effect as original signatures.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have duly executed this Lease with the Exhibits attached hereto, as of the Effective Date.

Name of Witness 1:

**LANDLORD: CITY OF BRIDGEPORT,
CONNECTICUT**

Signature of Witness 1

By: _____

Name of Witness 2:

Name: _____

Signature of Witness 2

Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

ss: Town/City of _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of the City of Bridgeport, Connecticut.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

Name of Witness 1:

**TENANT: THE UNITED ILLUMINATING
COMPANY**

Signature of Witness 1

By: _____

Name of Witness 2:

Name: _____

Signature of Witness 2

Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

ss: Town/City of _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of THE UNITED ILLUMINATING COMPANY.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A
DESCRIPTION OF THE LAND

[In addition to description, need to identify Existing Encumbrances (which will be subordinated)]

EXHIBIT B
DESCRIPTION OF THE PREMISES

[To be completed based upon an A-2 survey]

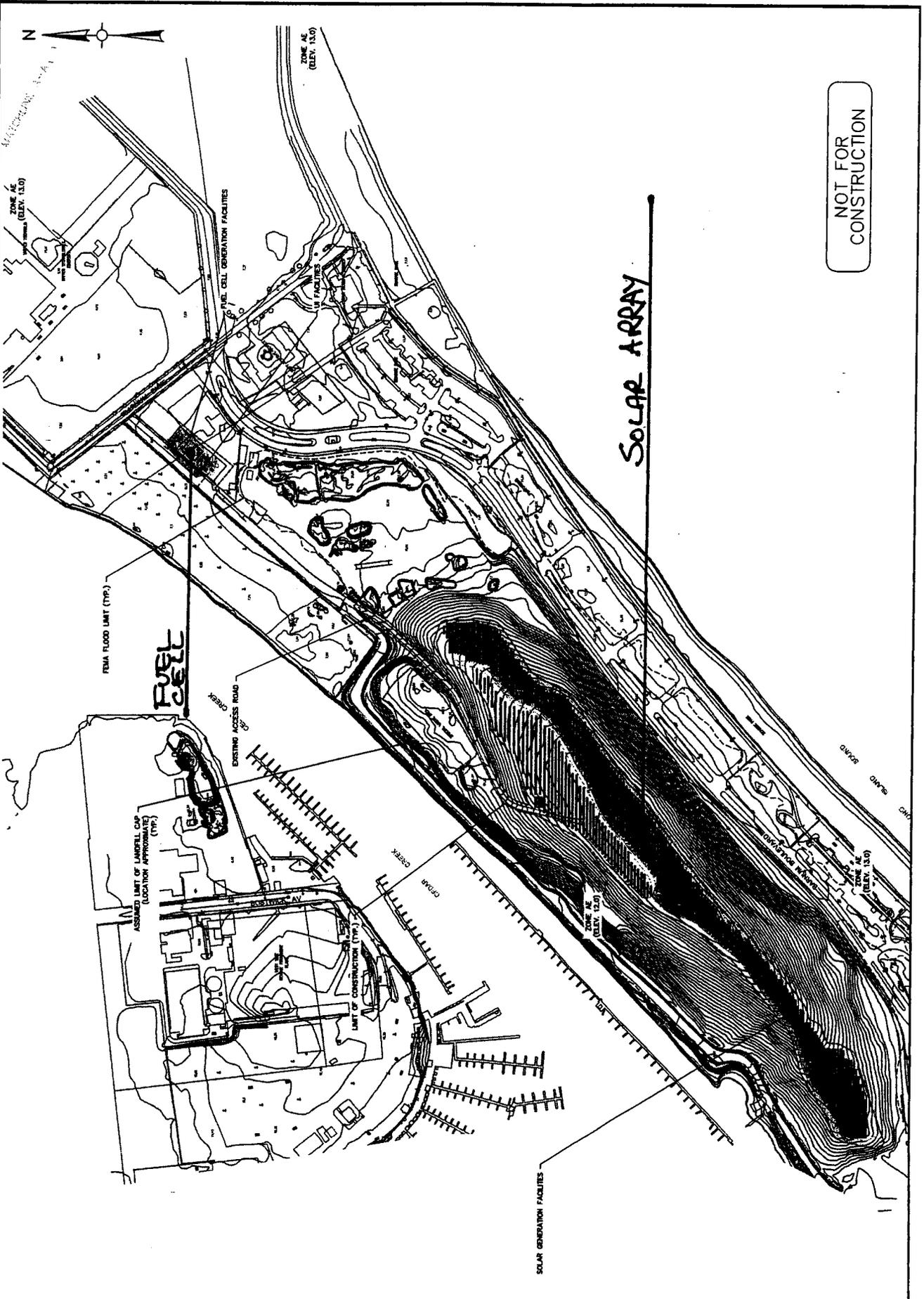
1. Solar Area.

2. Fuel Cell/Service Area.

3. Shared Area.

NOT FOR
CONSTRUCTION

SOLAR ARRAY



FILE NO.	SCALE	CONTRACT	JOB NO.	DATE	DESIGN	CHECK	DATE	DATE

Rev.	Date	By	Check	Apply	Description

Prepared for
UI Corporation by
HesterSampson
778 DIXIE BLVD. SUITE 100, CHATTANOOGA, TN 37403

EXHIBIT C ANNUAL RENT

[NOTE: All capitalized terms shall have the same meanings ascribed to them in the Ground Lease. The following Annual Rent that has been agreed to between the City administration and United Illuminating, subject to City Council approval, will be subject to PURA approval when United Illuminating submits its final budget to PURA in January 2014. The provisions of the Lease (e.g., the commencement of the Annual Rent payment will be based on the anniversary of commercial operation, not the Effective Date) will be conformed to be consistent with the agreed rent arrangement.]

1. **Initial Term.** Tenant shall pay Annual Rent on account of each Lease Year during the Initial Term in an amount equal to (a) One Hundred Fifty Thousand Dollars (\$150,000.00), minus (b) personal property taxes paid by Tenant during such Lease Year as contemplated in Section 5 of this Lease. It is the intent of the Parties that the Annual Rent will be offset against the taxes paid for each during the Initial Term, but the City will receive no less than \$150,000.00 per Lease Year combined between taxes and Annual Rent. If the taxes paid in any Lease Year exceed \$150,000, then Tenant shall be deemed to have fully paid the Annual Rent for such Lease Year. As used in this Lease, "*Lease Year*" shall mean each twelve (12) month period that commences on the first day of the month after which both Generating Facilities have achieved commercial operation, and Tenant shall pay the Annual Rent for each Lease Year within sixty (60) days after the end of such Lease Year.

2. **First Extension Term and Second Extension Term.** The Annual Rent for the First Extension Term and the Second Extension Term will be (a) the fair rental value ("*FMV*") of the Premises for each Lease Year during the extension term, minus (b) personal property taxes paid by Tenant during such Lease Year as contemplated in Section 5 of this Lease. FMV shall be determined by the following process that shall begin in year 18 of the Initial Term:

- (a) No later than 23 months prior to the expiration of the Initial Term, the Parties shall meet and negotiate terms for the Annual Rent that will apply during the First Extension Term and the Second Extension Term.
- (b) If the Parties cannot reach mutual agreement no later than 18 months before the expiration of the Initial Term, the Annual Rent will be determined by the following procedure, the result of which will be final and binding upon the Parties:
 - (i) Each Party will retain, at its sole cost and expense, a MAI appraiser ("*Party Appraiser*") no later than 17 months before the expiration of the Initial Term. The Parties shall give their respective Party Appraiser identical instructions so that the appraisal results can be consistently compared.
 - (ii) Each Party shall submit to the other Party no later than 14 months before the expiration of the Initial Term the written appraisal of FMV

determined by such Party's Party Appraiser for the First Extension Term and the Second Extension Term as a fixed, level annual amount per Lease Year assuming that Tenant will not terminate the Lease at the end of the Initial Term or the First Extension Term (without prejudice, however, to Tenant's right to terminate).

- (iii) If the FMVs submitted by the Party Appraisers differ by less than ten percent (10.0%) in the aggregate for all Lease Years in the extension terms, the Annual Rent for each Lease Year in the First Extension Term and the Second Extension Term will be calculated using the average of the FMVs submitted by the Party Appraisers for such Lease Year.
- (iv) However, if the FMVs submitted by the Party Appraisers differ by more than ten percent (10.0%) in the aggregate for all Lease Years in the extension terms, the Party Appraisers shall select a MAI appraiser to act as a neutral appraiser ("*Neutral Appraiser*") and shall submit the written appraisals of the Party Appraiser to the Neutral Appraiser no later than thirteen (13) months prior to the expiration of the Initial Term with instructions that the Neutral Appraiser shall determine the FMV per Lease Year no later than nine (9) months prior to the expiration of the Initial Term by selecting a figure for the FMV applicable for each Lease Year in the First Extension Term and the Second Extension Term that is between the highest and the lowest FMVs determined by the Party Appraisers for such Lease Year. The Parties shall equally share, through separate payments to the Neutral Appraiser, the costs and expenses of the Neutral Appraiser.
- (v) The FMV determined by the above process shall be final and binding on the Parties for purposes of determining the Annual Rent during the First Extension Term and the Second Extension Term (if the Term includes such extensions).

3. **Holding Over.** The monthly rent due under Section 13(b) of this Lease during any period in which Tenant is holding over shall be equal to one-twelfth (1/12) of the Annual Rent during the last Lease Year of the Term.

EXHIBIT D
PERMITTED USES

During the Term of this Lease, Tenant shall be entitled to develop, erect, install, construct, reconstruct, repair, maintain, replace, repower, upgrade, relocate, inspect, patrol, expand, operate and remove each Generating Facility, and in connection therewith engage in the activities described in, and/or implied by, this **Exhibit D** (collectively, "*Permitted Uses*").

1. **Capitalized Terms.** Capitalized terms used but not defined herein have the meaning assigned to such terms in this Lease to which this **Exhibit D** is attached to.
2. **Generating Facilities.** Tenant has the right, from time to time, to:
 - (a) develop, erect, install, construct, reconstruct, repair, maintain, replace, relocate, inspect, patrol, expand, operate, repower, upgrade and remove upon, over, under, along and across the entire Premises:
 - (i) the Solar Project and/or any other solar power generating facility, including solar panels, mounting substrates and/or supports, wiring and connections, power inverters, and communication, service, metering and other equipment;
 - (ii) the Fuel Cell Project and/or any other fuel cell power generating facility, including fuel cells, foundations and/or supports, wiring and connections, power inverters, and communication, service, metering and other equipment;
 - (iii) access roads (temporary and/or permanent) for each Generating Facility;
 - (iv) utility interconnections, including equipment and appurtenances as may be necessary or convenient for access to and interconnection with communication, water, sewer, electric and other utility services;
 - (v) equipment, foundations, anchors, braces, ducts, fences, gates, and other structures related to each Generating Facility;
 - (vi) lines, wires, filament, cables, including fiber optic and communication cables, other conductors, antennas, and other structures, fixtures and appurtenances useful for the conducting and the transmission and distribution of electric current, energy, intelligence, wireless signals, light and communications of any character; and
 - (vii) monuments and signs to locate and/or otherwise identify the Premises;

provided that Tenant shall not exercise any of such rights in the area below the twelve (12) inches of topsoil layer that covers the Landfill unless authorized by either (1) Permit, or (2) the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

(b) utilize and improve all existing and future access, drainage, storm water, sewer and related rights held by Landlord for the Premises, all access, drainage, storm water, sewer and related facilities and improvements currently and hereinafter located in, on, over and/or under the Premises, all of which Tenant may elect to utilize as Tenant deems necessary or appropriate for the exercise of Tenant's rights and benefits hereunder; and

(c) store construction and maintenance materials, staging, and other materials, equipment and supplies on the Premises (other than the Shared Area), as deemed necessary by Tenant in connection with the Generating Facilities; use the Premises for temporary parking and other reasonable and necessary uses in connection with the development, erection, installation, construction, reconstruction, repair, maintenance, replacement, relocation, inspection, expansion, repowering, upgrading, operation and removal of any Generating Facility.

3. Shadow Restriction. Tenant shall have a right of way for access to direct sunlight in that airspace above the Landfill necessary to prevent any building, structure, landscaping, vegetation, or object of any type, from shading or otherwise blocking, obstructing, or interfering with the passage of direct sunlight to the Solar Project, or any portion thereof, located on the Premises between the hours of 9 a.m. and 4 p.m. Eastern Daylight-Saving Time or between the hours of 10 a.m. and 5 p.m. Eastern Standard Time ("*Shadow Restriction*"). In addition, Landlord hereby grants a Shadow Restriction to Tenant in connection with any existing and after acquired property of Landlord adjacent to, abutting, or within one hundred (100) feet of the Solar Area. The Shadow Restriction imposes the following restrictions on future use and enjoyment of the Land, the Premises and other land owned by Landlord that abuts or is within one hundred (100) feet of the Solar Area to prevent the impairment, obstruction or passage of sunlight through the Shadow Restriction:

(a) No vegetation, structure or other objects will be allowed to encroach into or onto the area affected by the Shadow Restriction.

(b) No building, structure, vegetation, activity, or land use of Landlord *except* utility lines, antennas, wires, and poles shall cast a shadow on the Solar Project or any portion thereof during daylight hours.

The Shadow Restriction shall continue until this Lease is terminated in accordance with the provisions of this Lease.

4. Additional Rights Associated with Tenant's Generating Facilities. Tenant shall have the right to (a) generate, distribute and transmit electricity, energy, intelligence, light, wireless signals and/or communications of any character and to provide the service or services relating to said right(s) by means of the Generating Facilities; and (b) engage any other activity related to a Generating Facility authorized by applicable Law (including Permits).

5. Vegetation Management and Other Rights. Tenant shall have (a) the right, but not the obligation, to perform trimming, cutting, clearing and removing, by mechanical means or otherwise, grasses, plants, shrubs, trees or limbs and branches thereof, underbrush and other growth any parts of the Premises or any abutting land owned by Landlord; (b) the right to control

the growth of such grasses, plants, shrubs, trees, limbs, branches, underbrush and other growth by the use of chemicals or otherwise; *provided* that such use of chemicals on the Landfill other than those allowed by any Permit shall require the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; (c) the right to dispose of all wood cut; and (d) the right to remove any structures within or projecting into the Premises.

6. Grading, Excavating, Filling, Improving and Removal of Debris. Tenant shall have the right to grade, excavate, fill, remove debris from and otherwise improve the (a) Premises, and (b) portions of the Land which Tenant determines are necessary or appropriate to allow Tenant to enjoy this Lease rights granted to Tenant hereunder, including the right of Tenant to (i) install, operate, maintain, repair, replace and expand storm water drainage improvements and utilities which Tenant deems necessary or appropriate; and (ii) increase the grade of the Fuel Cell/Service Area above floodplain elevation requirements of the Federal Emergency Management Agency or any successor agency thereto.

7. Access Rights. Tenant shall have (a) the right to enter upon, travel and transport materials and equipment over and upon the Premises and other adjoining land of Landlord (including other portions of the Land), including through the use of access roads and other improvements on such properties; (b) the right of way to access over and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient to gain access to, and egress from, the Premises; (c) the right to use access roads and other improvements on the Premises and other adjoining land of Landlord (including other portions of the Land) in connection with Tenant's exercise of access and egress rights; and (d) the right (but not the obligation) to construct one or more new improved access roads over and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient to gain access to, and egress from, the Premises; *provided* that Tenant shall not exercise such right to construct new access roads over and across such adjoining land without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed.

8. Interconnection to Electric System. Tenant shall have the right to erect, install, construct, reconstruct, repair, maintain, replace, upgrade, relocate, inspect, patrol, expand, operate and remove upon, over, under, along and across the Premises and other adjoining land of Landlord (including other portions of the Land) as necessary or convenient (as determined by Tenant) electric and communication poles, wires, cables, facilities, equipment and appurtenances necessary to interconnect each Generating Facility to the electric transmission and/or electric distribution system; *provided* that shall not exercise any of such rights (a) in the area below the twelve (12) inches of topsoil layer that covers the Landfill unless authorized by either (i) Permit, or (ii) the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; and (b) to construct permanent above-ground improvements on such adjoining land without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Nothing in this **Exhibit D** or otherwise in this Lease shall affect, supplement, alter and/or otherwise modify in any manner whatsoever the respective rights and obligations of each Party with respect to municipal roads and other public rights-of-way, including with respect to the installation of interconnection facilities for each Generating Facility in such locations, it being the intention of the Parties that any portion of the Premises and/or

other adjoining land of Landlord (including other portions of the Land) constituting municipal roads and other public rights-of-way shall not be subject to, and/or affected by, this Lease.

9. Surface, Subsurface and Air Rights. The rights granted under this Lease to use and occupy the Premises in connection with the development, construction, installation, operation, maintenance, repair, renewal, replacement, repowering and upgrading of the Generating Facilities shall include all surface and subsurface rights and air rights over the Premises.

10. Alterations. Without limiting the generality of Tenant's rights hereunder, Tenant also may, at its option, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Premises, as it may deem desirable, in all cases subject to applicable Law (including the terms and conditions of any applicable Permit).

11. Fundamental Alteration. After the occurrence of final acceptance or its equivalent with respect to the initial installation of a Generating Facility, Tenant shall notify Landlord of any Fundamental Alteration proposed to be implemented by Tenant and allow Landlord not more than thirty (30) days to advise Tenant in writing of any specific concerns of Landlord regarding the material and adverse effect of such Fundamental Alteration on the Land and/or the nearby community. As used in this Section 11, a "*Fundamental Alteration*" shall mean a reconstruction, relocation or expansion of a Generating Facility that:

- (a) materially and substantively alters the nature and character of such Generating Facility including an increase in the size or height of such altered Generating Facility, an increase in the ambient heat and/or noise produced by such altered Generating Facility in areas outside of the Premises, or any other modification that adversely changes the appearance and/or other sensory perception of such altered Generating Facility from outside of the Premises by residents living near the Land and/or using public facilities in the nearby park area; and
- (b) can be implemented without any Permit (including an amendment, reauthorization, and/or other change to any existing Permit, including the PURA Approval, the DEEP Permit and/or a Siting Council Decision with respect to such Generating Facility) and/or proceeding before a Governmental Authority;

provided that the following shall not constitute a Fundamental Alteration:

- (i) the operation and maintenance of a Generating Facility in the ordinary course of Tenant's business;
- (ii) any work performed by, and/or on behalf of, Tenant based on practices recommended by a manufacturer of equipment and other materials installed in a Generating Facility;
- (iii) any work performed with respect to a Generating Facility in connection with the satisfaction of any warranty and/or other contractual obligation, including the replacement, relocation and/or expansion of any Generating Facility; and

(iv) any repair, reconfiguration, substitution and/or replacement (including the periodic replacement of the stack of the Fuel Cell Project) by Tenant of the component parts of a Generating Facility.

For the avoidance of doubt, Landlord shall not have the right to approve, authorize and/or otherwise consent to any Fundamental Alteration, and Tenant shall have no obligation to notify Landlord of any reconstruction, relocation or expansion of a Generating Facility that requires a Permit or other action by a Governmental Authority.

EXHIBIT E
NOTICE OF GROUND LEASE

This Notice of Ground Lease is entered into by and between CITY OF BRIDGEPORT, CONNECTICUT ("*Landlord*"), having an office at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604 and its successors and assigns, and THE UNITED ILLUMINATING COMPANY ("*Tenant*"), a specially chartered Connecticut corporation, having a usual place of business at 180 Marsh Hill Road, Orange, Connecticut 06477 and its successors and assigns, concerning the Ground Lease Agreement executed [REDACTED], 2014, between Landlord and Tenant.

1. Names and Addresses of the Parties to the Lease.

Landlord: The City of Bridgeport, Connecticut
 Margaret E. Morton Government Center
 999 Broad Street
 Bridgeport, CT 06604

Tenant: The United Illuminating Company
 180 Marsh Hill Road
 Orange, CT 06477

2. The Lease and Date of Execution. Ground Lease Agreement by and between Landlord and Tenant with a date of execution of [REDACTED], 2014 (the "*Ground Lease*")

3. Ground Lease Term. The initial term of the Ground Lease shall commence on [REDACTED], 2014 and run through [REDACTED], 2034.

4. Description of the Property Contained in the Lease. The Landlord has leased to Tenant approximately [REDACTED] acres located at [REDACTED] in Bridgeport, Connecticut, which is more particularly bounded and described in Exhibit A hereto (hereinafter referred to as the "*Premises*"), and, pursuant thereto, the Landlord has granted appurtenant rights in the real property bounded and described in Exhibit B hereto.

5. Right of Extension or Renewal. Tenant is granted options to extend the term of the Ground Lease for two (2) additional periods of five (5) years each at the expiration of the initial term for the first option period and at the expiration of the first option period for the second option period.

6. Option to Purchase. There is no option to purchase.

7. Places Where Ground Lease Is On File. Duplicate executed copies of the Ground Lease are on file at the office of (a) Landlord through its Department of Public Utilities at Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604; and (b) Tenant at 180 Marsh Hill Road, Orange, Connecticut 06477.

IN WITNESS WHEREOF, the said parties have hereto caused this Notice of Ground Lease to be executed this ____ day of _____, 2014.

Name of Witness 1:

**LANDLORD: CITY OF BRIDGEPORT,
CONNECTICUT**

Signature of Witness 1

By: _____

Name of Witness 2:

Name: _____

Signature of Witness 2

Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

ss: Town/City of _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the _____ of **CITY OF BRIDGEPORT, CONNECTICUT.**

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

Name of Witness 1:

**TENANT: THE UNITED ILLUMINATING
COMPANY**

Signature of Witness 1

By: _____

Name of Witness 2:

Name: _____

Signature of Witness 2

Title: _____

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

ss: Town/City of _____

COUNTY OF _____)

On this ____ day of _____, 2014, before me, the undersigned notary public,
personally appeared _____, proved to me and acknowledged to me that he/she
signed it voluntarily for its stated purpose as the _____ of **THE UNITED
ILLUMINATING COMPANY**.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT A TO NOTICE OF GROUND LEASE

Premises

[use description of Premises in the final Exhibit B to the Ground Lease]

EXHIBIT B TO NOTICE OF GROUND LEASE
Property Subject to Appurtenant Rights

[Use Exhibit A (Land Description) From Lease]