

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, MARCH 3, 2014

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

50-13

Communication from City Attorney re: Proposed Contract of Sale with the Boys and Girls Club of Bridgeport, Inc., referred to Contracts Committee.

AGENDA

CITY COUNCIL MEETING

MONDAY, MARCH 3, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Presentation by Michael Moore, President and CEO of Bridgeport Downtown Special Services District (DSSD) regarding the organization's current initiatives and plans for the coming warm weather months of 2014.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 4, 2014 (Special Meeting)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 41-13** Communication from Citi-Stat Department re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 9.08 Offenses Pertaining to Property, referred to Ordinance Committee.
- 42-13** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Marilyn Carroll and Carmen E.F. Vazquez, **ACCEPTED AND MADE PART OF THE RECORD.**
- 43-13** Communication from Mayor re: Appointment of Carlos A. Moreno (D) to the Planning & Zoning Commission, referred to Miscellaneous Matters Committee.
- 44-13** Communication from Tax Collector re: Assignment of Tax Liens for Fiscal Year 2014, referred to Contracts Committee.
- 45-13** Communication from Tax Collector re: State Reimbursement of Low and Moderate Income Housing Tax for the Grand List of 2012, referred to Miscellaneous Matters Committee.
- 46-13** Communication from Mayor re: Appointment of Rocco Guarnieri (D) to the Fire Commission, referred to Public Safety & Transportation Committee.
- 48-13** Communication from Finance Department re: Approval of General Obligation Bonds - To Authorize Certain Capital Improvement Projects, referred to Budget & Appropriations Committee.
- 49-13** Communication from Mayor re: Proposed Five-Year Capital Plan (CP) for Fiscal Years 2015-2019, referred to Budget & Appropriations Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 47-13** Resolution presented by Council Member Torres re: The Coal Burning PSEG Plant in Bridgeport Harbor, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *37-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter Section 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.
- *39-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Amendments to the Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program, amend Section 8.76.020 Definitions, Section 8.76.040 Enforcement and amend to add New Section 8.76.052 Allocation of Capital Gain.
- *09-13** Economic and Community Development and Environment Committee Report re: Resolution concerning the Disposition and Redevelopment of City-Owned Property located at 1752 Barnum Avenue.
- *10-13** Economic and Community Development and Environment Committee Report re: Resolution concerning the Disposition and Redevelopment of City-Owned Property located at 431-435 & 445-449 Kossuth Street.
- *17-13** Economic and Community Development and Environment Committee Report re: Grant Submission: National Fish and Wildlife Foundation for a Youth Coastal Stewardship & Conservation Grant Program.
- *18-13** Economic and Community Development and Environment Committee Report re: Grant Submission: The Arbor Day Foundation's TD Green Streets Grant Program.
- *19-13** Economic and Community Development and Environment Committee Report re: Grant Submission: National Council on the Aging for the Senior SNAP Enrollment Initiative Grant Program.
- *21-13** Economic and Community Development and Environment Committee Report re: Resolution concerning the Donation of Surplus Equipment Acquired with a Federal Grant to another Clean Vessel Act Program within the State of Connecticut.
- *22-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Extension of a Tax Incentive Agreement for the Sycamore Place Apartments, An Affordable Housing Development located at 285 Maplewood Avenue.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *26-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Gregory Jetter.
- *30-13** Miscellaneous Matters Committee Report re: Appointment of John "Jack" Calcutt (R) to the Zoning Board of Appeals Commission.
- *33-13** Miscellaneous Matters Committee Report re: Appointment of Mack Henry Allen Jr. (D) to the Ethics Commission.
- *40-13** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Orlando Lopez.

UNFINISHED BUSINESS:

- 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 MONDAY, MARCH 3, 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	Levels of city taxes.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Follow-up on unjust termination.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City financial concerns.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, MARCH 3, 2014
6:30 PM**

ATTENDANCE: Council members: Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Lyons, Vizzo-Paniccia, McBride-Lee, Salter, DeJesus, Castillo, Martinez, Feliciano, Marella, Paoletto, Martinez-Walker, Holloway

ABSENT: Council members: Brannelly, Austin

Council President McCarthy called the public speaking session to order at 6:45 pm.

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

Council President announced the following council members absent:

- Council member Brannelly was on vacation; Council member Austin had an emergency.

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 March 3, 2014.

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

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NAME	SUBJECT
Ethan Book 144 Coleman Street Bridgeport, CT 06604	Levels of city taxes.

See city clerk for copy of statement or go to [www. SoundviewTV.org/Bridgeport](http://www.SoundviewTV.org/Bridgeport) to view or listen to the detailed comments.

RECEIVED
CITY CLERK'S OFFICE
MAR 10 A 10:47
ATTEST
CITY CLERK

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Follow-up on unjust termination.

Mr. Young spoke about being terminated after twenty-seven years. He said it was a shame that they took action after him, when he had his doctor's backup. He referred to a copy of a letter, indicating that as of March 17, 2006; he didn't return to work and was therefore terminated. He had a timecard that indicated he did work on March 16, 2006, but he said he was only scheduled to work part-time hours that day. He recalled that the reason he wasn't at work on March 17, 2006 was because he went for a colon exam. He further recalled the hours he was scheduled to work on these days that he said were less than full-time hours. He stated that he was before the council to defend his rights, noting that it was a shame that no one has looked into this concerns. He stated that the matter is about him being a taxpayer and it was a shame and disgrace that everyone isn't treated equally. To date, he said he hasn't received any response about his complaints and he once again requested that the allegations be looked into. He emphasized that out of nineteen democratic council members, he felt that it was an injustice that only one republican council member was willing to look into the unjust termination and he thought his rights were being violated. He stressed that he was troubled that he can't get any response about the unjust termination.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City financial concerns.

Comments to City Council – March 3, 2014

Council President McCarthy, Council persons, interested member of the Bridgeport community. For the past two Council sessions I have addressed financial issues raised by the release of the June 30, 2013 Monthly Financial Report.

I have told you that this was a historically significant report because the Finance Office has failed to provide you with such for over 20 years. The Charter says 12 months of monthly reports but the City has not been doing that. In 2012 they posted a report for the 12th month and termed it a DRAFT, never issuing a final report. I believe that the Finance Office felt that you were not asking for such a document. And indeed, if none of your predecessors including the incumbent members of Budget & Appropriations asked for it, then they did not get one.

This year one of your members asked for the Final Report and you received it. Did you bother to read it? Have you heard any of the questions I have asked you during the past two sessions? I send you my comments by email after addressing you. I know you are busy, but the people who voted for you expect that you are the last watchdogs in the City. Are they wrong? When you are asked a question and know the answer, do you share that answer?

City of Bridgeport
City Council Meeting
March 3, 2014
Page 2 of 12

For instance I shared with you the surprise of discovering an entry in Controller's Department of \$510,000 between the June draft and the June final for a line item that expected \$50,000 for the year and had no positive revenue indicated right up to the June draft. Is that magic? I hope it is a good number, but who has asked for an explanation? What is the answer? If I am looking at these number and have questions, do you think I am the only one in the City looking to you to handle this responsibility? Can this entry for Line Item 41538 repeat again this year? Or is it a one time event? Or is it possibly an error? Errors occur in City fiscal reports you know and watchdogs need to review the material to catch them.....(Were you to reference this year's CAFR, the external audit prepared by Blum Schapiro and the Finance Office, you can find errors on page 60 and again on page 81 that should have been spotted by cursory proofreading. The first has to do with Firefighters Retirement Plan B, Column four where the same number repeats five years in a row. The second on page 81 where the data under 2010 has slipped a space. Do these errors affect the totals? Check them out. After all the Mayor and Chief Finance officer are pleased with the report getting a Transparency reward. Are there more serious errors included? How would you tell if you do not read, if you don't question, if ALL FISCAL REPORTS were put on the internet, just as you get them. That would be real transparency. And if the Comprehensive Annual Financial Report is not the subject of an annual public hearing with Q & A where all can listen and learn, why not?

Regarding Open practice, your Council rules prevent your committees from getting input at their meetings from the public. Are you pleased with that or proud of that? There are people in the community who can assist in helping the City strengthen its financial position, but you are not open to them. Why not? Is it because you believe you know everything, those of you who have sat on this body for years? It takes a community (if not a village) to share in the information, understanding and discussion that leads to wise long-term fiscal results. That has not been the City habit unfortunately.

Staying on the Revenue side of the June report is the surplus in 44691 Line Item of \$2,333,181. In the previous year we had received \$3.6 Million for Manufacturing Machinery and Equipment but when the 2013 budget was put together that was not to be. However, the City did receive it and managed to spend all of it when it might have been used to reflect a significant surplus along with the \$500,000.

In 2013 the City did manage to run \$8 Million of deficits for public safety employees. What is that number for the current year? Does anybody have that number handy? Lastly, in 2013 there was no budget for Attrition. Can you explain Attrition (it's found under Organization Code 01610 , Line Item 50700) but now it is showing in your current budget to the tune of \$2 Million. Can you explain what it is? Why is this number not changing through the year? What is happening to the furloughs and other employment adjustments each month and are the results showing in the reports presented to you?

One month from now you will begin your budget review for 2015. Will you handle this task the way it has been handled in recent years with staffing patterns that have allowed the City to shed \$3.5 to \$4 Millions of salary after one quarter? Taxpayers are looking at you. If you need help, independent assistance, get it on board quickly. Time will tell.
John Marshall Lee, 30 Beacon Street, Bridgeport, CT 06605

The following speakers signed up to address the city council prior to the public speaking session:

Clyde Nicholson

Mr. Nicholson spoke about the Harding High School situation. He recalled that President George Bush went into Iraq because of the threat of there being chemical weapons. He stated that they spent millions fighting the war, but they never found any chemical weapons. He stated that they know in fact that there are chemicals in the soil at the Harding site. And although the Raybestos site was cleaned up; he said there aren't any kids playing football there. He questioned what will stop the site from being contaminated and he further questioned who will give the guarantee that the property will be safe and who will sign off on it, will it be GE, DEP or the City of Bridgeport? He further questioned who will be responsible and he stressed that all those that sit on committees should take some responsibility. He recalled other disasters such as the 911-World Trade Center incident that caused serious health issues. Overall, he thought that the matter was all about the mighty dollar and not education. He was adamant that this matter should be strictly about the kids lives and he said he hoped and prayed that this potential disaster and train wreck will stop before it happens.

Evette Brantley

Ms. Brantley stated she was before the city council tonight to ask that they support item *22-13 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Extension of a Tax Incentive Agreement for the Sycamore Place Apartments, An Affordable Housing Development located at 285 Maplewood Avenue located in the 132nd district. She relayed that she has been passionate about the seniors well being. She stated that the building was in dire straits years ago and she has been closely involved to resolve many of the problems related to the building. She emphasized that it's "our" responsibility to take care of the senior citizens, noting that there are some that have disability and emotional challenges. She urged support of the item.

The public speaking session ended at 7:10 pm.

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, MARCH 3, 2014

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

ATTENDANCE: Council members: Torres, Banta, Taylor-Moye, Halstead, Swain, McCarthy, Lyons, Vizzo-Paniccia, McBride-Lee, Salter, DeJesus, Castillo, Martinez, Feliciano, Marella, Paoletto, Martinez-Walker, Holloway

ABSENT: Council members: Brannelly, Austin

Council President McCarthy called the meeting to order at 7:11 pm.

- Prayer - Council member McBride-Lee offered the prayer.
- Pledge of Allegiance - Council member Salter led the pledge of allegiance.
- Roll Call - The City Clerk took the roll call and announced there was a quorum.

Presentation by Michael Moore, President and CEO of Bridgeport Downtown Special Services District (DSSD) regarding the organization's current initiatives and plans for the coming warm weather months of 2014.

Mr. Moore thanked the City Council for the invitation to speak tonight. He stated that he was the president and CEO of the Downtown Special Services District. He noted that the chairman, Mr. Markway of the Downtown Special Services District was also present. He acknowledged Council member Taylor-Moye for her involvement with the district.

He went on to say that warm weather was approaching and their mission is to maintain a clean, safe downtown district. He relayed that there are twenty-seven (27) open spaces downtown. He thanked the city staff and city departments for their assistance.

Mr. Markway, Chairman Downtown Special Services District stated that he was a volunteer for the district. He relayed that the district was started from the National Trust District Program that was formed in 1987 and comprised of (191) properties downtown. He stated that the real mission is to keep downtown safe and to attract and maintain businesses downtown. He mentioned that they are working with city government on many projects and plans are being prepared to put into place. He thanked the city council for their partnership with DSSD.

Mr. Moore referred to the renderings displayed that highlighted McLevy Green; Baldwin Plaza and the walkway to the historic arcade. He stated that an inventory has been prioritized for the open space downtown and they will actively work to beautify the spaces over the next five years. He urged everyone to visit the office of DSSD for additional information.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 4, 2014 (Special Meeting)

**** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES
** COUNCIL MEMBER VIZZO-PANICCIA SECONDED
** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

Council President McCarthy requested a motion to combine and approve
**COMMUNICATIONS TO BE REFERRED TO COMMITTEES and
RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**

**** COUNCIL MEMBER PAOLETTO MOVED TO COMBINE and REFER
COMMUNICATIONS TO BE REFERRED TO COMMITTEES and
RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**

**** COUNCIL MEMBER MARELLA SECONDED**

41-13 Communication from Citi-Stat Department re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 9.08 Offenses Pertaining to Property, referred to Ordinance Committee.

42-13 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Marilyn Carroll and Carmen E.F. Vazquez, **ACCEPTED AND MADE PART OF THE RECORD.**

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RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 47-13** Resolution presented by Council Member Torres re: The Coal Burning PSEG Plant in Bridgeport Harbor, referred to Economic and Community Development and Environment Committee.

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Council President McCarthy asked if there were any items to be removed from the consent calendar:

Council member Paoletto made a request to remove ***37-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter Section 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.
and ***39-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Amendments to the Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program, amend Section 8.76.020 Definitions, Section 8.76.040 Enforcement and amend to add New Section 8.76.052 Allocation of Capital Gain.

Council member Halstead made a request to remove ***22-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Extension of a Tax Incentive Agreement for the Sycamore Place Apartments, An Affordable Housing Development located at 285 Maplewood Avenue.

The city clerk read the remaining consent calendar items into the record:

- *37-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter Section 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. - *removed*
- *39-13** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Amendments to the Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program, amend Section 8.76.020 Definitions, Section 8.76.040 Enforcement and amend to add New Section 8.76.052 Allocation of Capital Gain. - *removed*
- *09-13** Economic and Community Development and Environment Committee Report re: Resolution concerning the Disposition and Redevelopment of City-Owned Property located at 1752 Barnum Avenue.
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- *22-13 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Extension of a Tax Incentive Agreement for the Sycamore Place Apartments, An Affordable Housing Development located at 285 Maplewood Avenue. – *removed*
- *26-13 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Gregory Jetter.
- *30-13 Miscellaneous Matters Committee Report re: Appointment of John “Jack” Calcutt (R) to the Zoning Board of Appeals Commission.
- *33-13 Miscellaneous Matters Committee Report re: Appointment of Mack Henry Allen Jr. (D) to the Ethics Commission.
- *40-13 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Orlando Lopez.
- ** **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
- ** **COUNCIL MEMBER VIZZO-PANICCIA SECONDED**
- ** **MOTION PASSED UNANIMOUSLY**

Council President McCarthy returned to the items that were removed from the consent calendar:

- *37-13 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter Section 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. - *removed*
- ** **COUNCIL MEMBER PAOLETTO MOVED TO TABLE AND RETURN THE ITEM TO COMMITTEE**
- ** **COUNCIL MEMBER MARELLA SECONDED**
- ** **MOTION PASSED UNANIMOUSLY**
- *39-13 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Amendments to the Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program, amend Section 8.76.020 Definitions, Section 8.76.040 Enforcement and amend to add New Section 8.76.052 Allocation of Capital Gain. - *removed*
- ** **COUNCIL MEMBER PAOLETTO MOVED TO TABLE AND RETURN THE ITEM TO COMMITTEE**
- ** **COUNCIL MEMBER MARELLA SECONDED**
- ** **MOTION PASSED UNANIMOUSLY**

***22-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Extension of a Tax Incentive Agreement for the Sycamore Place Apartments, An Affordable Housing Development located at 285 Maplewood Avenue. – *removed*

**** COUNCIL MEMBER HALSTEAD MOVED TO TABLE AND RETURN THE ITEM TO COMMITTEE**

**** COUNCIL MEMBER TORRES SECONDED**

A roll call vote was requested by Council member Paoletto.

Council President requested clarification for the motion to return the item back to committee. Council member Halstead clarified the motion was to return the item back to committee.

*Council President McCarthy clarified that a **yes vote** would be to table the item and a **no vote** would be to leave the item on the floor.*

The city clerk took the roll call vote and she announced there were **4-yes votes; 14-no votes; and 2-absent votes**. Council President McCarthy announced that the vote to table the item dies.

*A second motion was requested

**** COUNCIL MEMBER MARELLA MOVED TO APPROVE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

Discussion:

Council member Torres stated that he voted to table the item based on the reason of seniors losing their homes due to WPCA. He said he felt that giving a private entity a tax break to profit from, when seniors are housed in what's suppose to be affordable housing is a problem. He said they should research further whether or not they are making a profit. He relayed that people in his neighborhood have been oppressed by WPCA and the foreclosures that have taken place. He stressed that they needed a better understanding of what the corporation is earning.

Council member Lyons asked Bill Coleman, OPED to address the city council about the item.

Bill Coleman stated that the deal is less considered a tax break as it is an incentive. He updated that the developer purchased the 118-unit affordable senior housing, noting that the disabled residents don't pay anymore than 30% of their income. He explained that they took a specific design to develop affordable housing and there was an agreement that the entity would take advantage of the incentive payment. He relayed that the city was receiving approximately \$50k from the state each year; however, that deal expires and the \$6 million in renovations have been done by the entity, noting the same type of agreement occurred for the Bishop Homes project. Overall, he stated that this was a good

deal for the city that went from receiving \$50k each year to receiving \$145k per year from the entity. He further explained that the deal with the developer was based on getting the best tax ceiling incentive available and at the same time, benefits the seniors that live in the affordable housing.

Council member Halstead asked what the appraised value was of the property. Mr. Coleman said the Assessor's value, not the appraised value was \$3.5 million. He said he wasn't sure of the appraised value, but the building was purchased by the developer at just under \$4 million.

Council member Halstead further questioned what the appraised value was. He commented that the deal doesn't benefit the seniors and it only benefits the developer. He said he didn't feel the item should be supported with taxpayers money; especially when there are seniors suffering all over the city. He further mentioned that the developer receives Section-8 subsidies every month, noting that he didn't think they should receive any more subsidies. Mr. Coleman emphasized that he didn't feel the seniors were being mistreated. Council member Halstead admitted that there have been improvements to the dwelling, but he reiterated that the structure of the tax break was geared more toward the developer and not the senior citizens. He repeated that the developer was already receiving a tax break by the Section-8 subsidies.

Council member Halstead stated his concern about receiving information related to an item right before a meeting, noting that there isn't enough time to absorb it.

Mr. Coleman reiterated that the tax incentive program is generally designed to encourage development in the city. He pointed out that the city will ultimately receive a 26% return on their investment and he thought the tax incentive was reasonable. He recalled that the item received a unanimous vote in committee with a vote of 4>0. He continued and briefly relayed other merits of approving the item.

Council member Halstead was persistent and stated that the matter should be looked into more.

Mr. Coleman said the initial request came in at 26%, then it was negotiated at 15% and they eventually settled on an 18% tax incentive. Overall, he felt the agreement was a pretty robust tax deal. He mentioned that he would be glad to review the matter again if required.

Council member Halstead repeated that he would still like to hear more of the particulars regarding the item or send it back to committee.

Council member Martinez-Walker commented that that she applauded the developer that came all the way from Maine to purchase the building. She emphasized that she didn't see any problem with the tax percentage agreed upon, because of the developer's track record of doing good work.

Council member Martinez reminded everyone that it's not only a building for the seniors to live, but that it also provides jobs for the people that go there to take care of the seniors.

**** MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: HALSTEAD and SALTER)**

UNFINISHED BUSINESS:

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 stated that this item would be tabled.

**** COUNCIL MEMBER PAOLETTO MOVED TO TABLE**

**** COUNCIL MEMEBRE MARTINEZ-WALKER SECONDED**

**** MOTION PASSED UNANIMOUSLY**

ADDENDUM ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

50-13 Communication from City Attorney re: Proposed Contract of Sale with the Boys and Girls Club of Bridgeport, Inc., referred to Contracts Committee.

**** COUNCIL MEMBER PAOLETTO MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEE**

**** COUNCIL MEMBER DeJESUS SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Council President McCarthy reminded everyone to come march in the St. Patrick's Day parade on March 17, 2014 that will begin downtown Bridgeport.

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:45 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

City of Bridgeport
City Council Meeting
March 3, 2014
Page 12 of 12

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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

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R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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Facsimile (203) 576- 8252

COMM. #50-13 Ref'd to Contracts Committee on 03/03/2014.
February 27, 2014

Fleeta C. Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Proposed Contract of Sale between the Boys and Girls Club of Bridgeport, Inc. and
The City of Bridgeport**

Dear Ms. Hudson & Ms. Ortiz:

Kindly place the attached proposed Agreement on the Agenda for the City Council meeting of
Monday March 3, 2014 for referral to the Contracts Committee.

Council President McCarthy has authorized this matter to be added to the Agenda or to be
submitted if necessary via an Addendum.

The requisite 25 copies of the document will be hand-delivered to your office early afternoon.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Mayor Bill Finch
Thomas McCarthy, City Council President
Adam Wood, COS
Andrew Nunn, CAO
Edmund Schmidt, Asst. City Attorney

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2014 FEB 27 P 2:22
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CONTRACT OF SALE

Date of Agreement: February 27, 2014

Seller: BOYS AND GIRLS CLUB OF BRIDGEPORT, INC., a non-for-profit
Address: Connecticut corporation with offices at 102 Park Street, Bridgeport
Connecticut 06608

Purchaser: THE CITY OF BRIDGEPORT, a municipal corporation of the
State of Connecticut, having an address at 45 Lyon Terrace,
Bridgeport, CT 06604

Property Address: 555 Madison Avenue, Bridgeport, CT also known as 595 Madison
Avenue, Bridgeport, CT

WITNESSETH:

WHEREAS, Seller is the owner of those certain plots, pieces or parcels of land **comprising approximately 2.21 acres, more or less**, described on **Schedule A** annexed hereto together with the buildings and improvements thereon erected, located in the City of Bridgeport, County of Fairfield, State of Connecticut, Tax Assessor's **Map 46, Block 1425, Lot 1A**, commonly referred to as **555 Madison Avenue, also known as 595 Madison Avenue**, Bridgeport, Connecticut (the "**Premises**"); and

WHEREAS, Seller desires to sell and convey and Purchaser desires to purchase the Premises on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and in consideration of the sum of TEN (\$10.00) DOLLARS by each in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **Sale of the Premises.** On the terms and conditions contained in this Agreement, Seller agrees to sell and Purchaser agrees to purchase the Premises. The sale also includes:

(a) All right, title and interest of Seller in and to any strips and gores of land adjoining the Premises and any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining the Premises, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the Premises by reason of change of grade of any street; and Seller will execute and deliver to Purchaser, on closing of title, or thereafter on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award. This provision shall survive the transfer of title.

(b) All improvements to the Premises presently existing, and all fixtures, equipment, furniture, furnishings, fittings and articles of personal property attached or affixed to or located on and used or employed in connection with the Premises and owned by Seller are included in this sale, except as follows:

None

2. **Purchase Price.** The purchase price of the Premises is **Nine Hundred Eighty Thousand (\$980,000.00)** DOLLARS payable as follows:

(a) Concurrently with execution of this contract a deposit of \$5,000.00 as a good faith earnest money deposit against the purchase price of \$980,000.00

(b) The balance of the purchase price, payable at the closing, in the amount of **\$975,000.00** by bank or teller's check drawn on a local bank and constituting immediately available funds. Any deposit made hereunder shall be paid to the SELLER's attorney who shall hold the same in escrow subject to the terms and conditions hereof and release same to SELLER at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER's attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER's attorney shall provide not less than seven (7) days' notice to both parties. If there is a dispute as to the deposit the SELLER's attorney may pay the deposit into court by interpleader or other appropriate action whereupon the SELLER's attorney shall be relieved of all further obligation.

3. **State of Title.** The Premises are to be sold and conveyed subject only to the following:

(a) **Permitted Encumbrances.** Purchaser shall accept such title as any reputable title insurance company licensed in the State of Connecticut (the "**Title Company**") will be willing to approve and insure at normal rates, subject only to the exceptions set forth on **Schedule B** annexed hereto and to standard printed exceptions in the Title Company's form of policy (together, the "**Permitted Encumbrances**"). Purchaser shall be obligated to obtain a title search for the Premises within thirty (30) days after the execution of this Agreement and shall promptly forward the same to the Seller. The Purchaser and Seller shall mutually agree to the Permitted Encumbrances promptly thereafter. If at the Closing Date there exist any other liens or encumbrances that are not Permitted Encumbrances which Seller is obligated to pay or discharge in order to convey to Purchaser such title as is herein provided to be conveyed, Seller may satisfy the same at closing, provided:

(i) Seller shall deliver to Purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record that are not yet released together with monies sufficient for the cost of recording or filing said instruments; or

(ii) Seller's counsel shall deliver to Purchaser current payoff statements from the holders of such liens or encumbrances and counsel's hold harmless letter stating that counsel will obtain releases of all such liens and encumbrances within thirty (30) days after the Closing Date and will file the same on the local Land Records, pay the appropriate recording fees, and take any and all such other steps as may be required to remove such liens and encumbrances of record against the Premises within such 30-day period; or

(iii) Seller, having made arrangements with the Title Company selected by Purchaser, shall deposit with said Title Company sufficient monies acceptable to said company to insure the obtaining and the recording of satisfactions of all such liens and encumbrances. The existence of any such liens or encumbrances shall not be deemed objections to title if Seller shall comply with the foregoing requirements and the Title Company shall make no exception from coverage therefore in the title policy issued to the Purchaser.

(b) **Real Estate Tax Adjustment.** N/A.

(c) **Assessments and Other Charges.** Seller shall also be responsible for all other assessments, water charges and sewer rents which Seller is obligated to pay and discharge which are due or to become due either (1) the Closing Date or (2) the date on which Seller shall deliver exclusive possession of the Premises to the Purchaser, whichever occurs last, together with any

interest, lien fees, penalties and other charges, including attorneys' fees and costs of collection due thereon.

(d) Extension of Time to Remove Liens and Encumbrances. In the event that on the Closing Date Seller's title to the Premises shall be subject to mortgages, liens, encumbrances or objections other than Permitted Encumbrances, or if Purchaser shall have any other grounds for refusing to close this transaction, and if Purchaser shall be unwilling to waive the same and to close this transaction without abatement of the purchase price or allowance of any kind, Seller shall have the right to an adjournment of the Closing Date for a period not to exceed thirty (30) days, and such Closing Date shall be adjourned to a date specified by Seller not beyond such 30-day period. If for any reason whatsoever Seller shall not have succeeded in removing, remedying or complying with such mortgages, liens, encumbrances, objections or other grounds as encumbrances upon title at the expiration of such adjournment, this Agreement shall be, and be deemed to be, canceled at the sole option of the Purchaser upon the giving of notice to the Seller. In the event of the cancellation of this Agreement under any of the circumstances referred to in this Paragraph, this Agreement shall cease, terminate and come to an end, and neither party hereto shall have any rights, obligations or liabilities against or to the other, except for those items that are stated herein to survive closing, transfer of title, or the earlier termination of this Agreement.

(e) Corporate Franchise and Business Taxes. Mortgages, liens, and other encumbrances for a specific sum, corporate franchise or business taxes owing to municipal, county, state or federal governments by any corporation in the chain of title to the Premises shall not constitute an objection to title, and Purchaser shall take title subject to the same, provided also that Purchaser's Title Company will affirmatively insure, without additional premium or charge, that said sums will not be collected out of the Premises.

(f) Determination of Defects in Title. Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(g) Seller's Affidavit(s). Seller agrees to execute at the closing one or more affidavits verifying the non-existence of mechanic's liens and lien rights, tenancies or rights of occupancy, security interests in personal property included in the sale, if any, updating the facts in any existing survey of the Premises, and such other documents, instruments and/or affidavits as the Purchaser's counsel or Purchaser's Title Company may reasonably require in connection with this Agreement and the conveyance of the Premises.

(h) Proceeds to be Held in Escrow Pending Recording of Deed. Seller's counsel agrees to hold the proceeds of closing in escrow for five (5) business hours following the closing (a business day is defined as beginning at 9:00 a.m. and ending at 5:00 p.m.) to permit Purchaser to rundown title and record the deed. When the five (5) business hours carry over into the next business day, such business day must be a weekday that is not a national, state or local holiday.

4. Adjustments. The following are to be apportioned as of midnight of the day immediately prior to the Closing Date:

(a) Real estate taxes not applicable as set forth in 3(b).

(b) Water charges, sewer usage fees, sewer assessments due or to become due as of the date of closing.

(c) Seller's obligations for electricity, gas and other public or private utility services, except heating oil remaining which shall be deemed to be included as part of the purchase price set forth in Paragraph 2 above.

(d) Rents, security deposits and other amounts owed to Tenants.

Seller is obligated to advise the Purchaser five (5) business days in advance if Purchaser will owe Seller a sum for adjustments at the Closing. If the Purchaser does not receive such advance notice, the Seller will receive such adjustment amount from the Purchaser within fourteen (14) days after the Closing.

5. **Covenant of Seisin; Deed.** Seller represents that it is well-seized of the Premises in fee simple, has good right to convey the same. The deed to be delivered by Seller shall be a quitclaim deed in proper form for recording and shall be duly-executed and acknowledged so as to convey to Purchaser the fee simple interest in the Premises free and clear of all encumbrances as provided herein, except for the Permitted Encumbrances ("**Deed**").

6. **Time and Place of Closing.** The Deed shall be delivered on the Closing Date upon the receipt of the balance of the purchase price and adjustments between the parties, and upon the receipt of all documents required in connection with this Agreement at the office of Seller's counsel, such closing to occur on or before **April 30, 2014** but in any event no later than 30 days after (a) all contingencies set forth herein have been satisfied or (b) all defects in title have been cured, or on any other date fixed by agreement ("**Closing Date**"). Unless otherwise specified in this Agreement, Seller will deliver exclusive possession of the Premises to the Purchaser on the Closing Date free of all tenancies and occupancies. This agreement is contingent upon Purchaser obtaining a favorable 8-24 report from the Planning and Zoning Commission; and approval by Bridgeport Council of an appropriation of \$980,000.00 to purchase the subject property. This agreement is also contingent upon Seller obtaining approval by its Board of Directors.

7. **Brokerage.** Seller and Purchaser represent and warrant that (No Broker) is the sole broker involved in consummating this transaction. Seller and Purchaser agree, respectively, to indemnify and hold the other harmless from and defend the other against any claim, loss or damage, including attorneys' fees and court costs, resulting from the falsity of the foregoing representation and warranty. This paragraph shall survive the cancellation or earlier termination of this Agreement.

8. **Delivery of Premises.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), as is and without obligation to deliver the premises broom-clean, free of all debris, litter and furnishings and shall deliver all keys in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

9. **Notice.** All notices required or desired to be given under this Agreement and all changes of address shall be mailed by registered or certified mail, return receipt requested, in a postage prepaid envelope (each a "Notice"), addressed to the other party or e-mailed as follows:

(a) If to Seller:

Boys and Girls Club of Bridgeport, Inc.
102 Park Street, Bridgeport, CT 06608

with a copy to Seller's counsel:

Richard H. Saxl, Esq.
265 Post Road West,
Westport, CT 06880
dick@richardhsaxl.com

(b) If to Purchaser:

Office of City Attorney
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

with a copy to Purchaser's counsel:

City Attorney
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604
E-mail: edmund.schmidt@bridgeportct.gov

The Notice will be deemed given on the date delivered to a reputable overnight delivery service, when delivered to the other party in hand, or two (2) business days after the date of mailing by depositing the same in depository of the United States Postal Service or two (2) hours after sending an e-mail.

10. **Physical Condition of the Premises.** Seller represents or warrants that, should Seller or any Tenant or occupant continue in possession of all or any portion of the Premises after the Closing Date, the physical condition of the Premises shall continue to be in condition suitable for its current use. If the Seller transfers exclusive possession of the Premises to the Seller on the Closing Date, subject only to the existing Tenants, then the Seller will be deemed to have transferred the Premises to the Purchaser and the Purchaser shall be deemed to have accepted the Premises "**AS IS, WHERE IS**" without any representations or warranties as to the physical condition or habitability thereof. Seller shall not be liable or bound in any way for any verbal statements, representations, or information pertaining to the Premises furnished by any real estate broker or agent or finder. It is understood and agreed that all prior and contemporaneous representations, statements, understandings and agreements, oral and written, between the parties are merged into this Agreement, which alone fully and completely expresses the agreement of the parties, and that the same is entered into subject to Purchaser's investigation, neither party relying on any statement or representation made by the other and not contained in this Agreement. This paragraph 11 shall survive the transfer of title at the Closing.

11. **Expenses.** Seller and Purchaser shall, respectively, bear their own costs and attorneys' fees in connection with the transaction contemplated by this Agreement. Seller shall also pay any and all deed or conveyance taxes, sales taxes, recording charges for releases of liens and encumbrances, and the like necessary for the transfer of title as required by this Agreement. Purchaser shall pay for the recording of the Deed.

12. **Boys and Girls Club.** Seller agrees that the net proceeds from sale of this subject property shall be used for the general corporate purposes consistent with the mission of the Boys and Girls Club.

13. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

14. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and

representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

15. Miscellaneous.

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

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

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

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

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

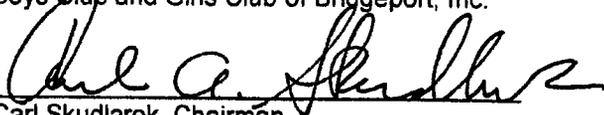
(f) Binding Effect. This Agreement is binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

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

IN WITNESS WHEREOF, the parties have set forth their hands and seals on the 27th day of February, 2014.

In the presence of:

Boys Club and Girls Club of Bridgeport, Inc.



Carl Skudlarek, Chairman,
Board of Directors

Seller

City of Bridgeport

Bill Finch, Mayor

Buyer

Schedule A

Property Description

All that certain piece or parcel of land together with the buildings and improvements thereon situated in the City of Bridgeport and bounded and described as follows, to wit:

Beginning at a point on the westerly line of Madison Avenue which is 75 feet northerly of the intersection of the westerly line of Madison Avenue with the northerly line of Center Street when measured along said westerly line of Madison Avenue; thence extending northerly along the westerly line of Madison Avenue; thence extending northerly along the western line of Madison Avenue, a distance of 360 feet; thence extending westerly from said point along a line meeting Madison Avenue at an interior angle of $73^{\circ} 24' 06''$, a distance of 310 feet; thence extending southerly along a line meeting the western extremity of the last mentioned line at an interior angle of $106^{\circ} 35' 54''$, a distance of 271.44 feet; and then easterly on a line which meets the westerly line of Madison Avenue at right angles at the point of the beginning, a distance of 297.08 feet, being bounded:

NORTHERLY on land of the City of Bridgeport, 310 feet;
EASTERLY on Madison Avenue, 360 feet;
SOUTHERLY on land of the City of Bridgeport, 297.08 feet;
WESTERLY on land of the City of Bridgeport, 271.44 feet.

Being shown upon a map entitled "Map of Property Deeded to Boys Club of Bridgeport, Inc. by City of Bridgeport" dated April 11, 1949, made by the City Engineer's Office.

Together with the right to construct and maintain such sewer and water lines as may be necessary from said property across the land of the City of Bridgeport to the south thereof to Center Street or Madison Avenue.

Schedule B

Permitted Encumbrances



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

BILL FINCH
Mayor

COMM. #41-13 Ref'd to Ordinance Committee on 03/03/2014.

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 9.08 –
Offenses Pertaining to Property**

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

Chapter 9.08.060

Chapter 9.08.070

Chapter 9.08.080

Respectfully,

Jodie Paul-Arndt

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Chapter 9.08 - OFFENSES PERTAINING TO PROPERTY

9.08.010 - Committing of nuisances forbidden.

9.08.020 - Well water unfit for domestic use.

9.08.030 - Removal of turf, etc.

9.08.040 - Extinguishment of public lights.

9.08.050 - Damage to city property.

9.08.060 - Sale of Aerosol Cans and Markers to Minors—Prohibited.

9.08.070 – Graffiti on City Property—Prohibited.

9.08.080 – Graffiti on City Property-Penalties.

9.08.010 - Committing of nuisances forbidden.

No person shall commit any nuisance upon any crosswalk, concrete or paved sidewalk or street, or upon any building, fence, gate, wall, step, lamppost, box or other article closely contiguous to any sidewalk, or the entranceway of any building, either public or private, or any portion of the bridges used by pedestrians, or the enclosures thereto.

(Prior code § 21-11)

9.08.020 - Well water unfit for domestic use.

No owner, lessee, agent or keeper of any premises on which there is any well, the water of which is used for drinking or domestic purposes, shall, after notice from the department of health and social services that the water thereof has become unfit for use, continue to permit the water to be used for drinking or domestic purposes. The owner, lessee or agent of any premises on which there is any such well shall close or fill up the same upon notice from the board to such effect made after such board shall have ascertained that the water of such well has become unfit for drinking or domestic purposes.

(Ord. dated 12/21/92 § 75(g); prior code § 21-13)

9.08.030 - Removal of turf, etc.

No person shall take, haul or carry away any turf, sand or gravel from any premises without the consent of the owner of such premises

9.08.040 - Extinguishment of public lights.

No person shall extinguish any public light without proper authority therefore.

(Prior code § 21-14)

9.08.050 - Damage to city property.

No person shall willfully interfere with, injure or destroy any property owned, used or rented by the city, or any property of any type or description erected for public use in the city; and no person shall make any connection with or in any way tamper or interfere with such property.

(Prior code § 21-16)

9.08.060 – Sale of Aerosol Cans and Markers to Minors—Prohibited.

A.

Purpose and Definitions.

1.

The purpose of this section is to deter the defacing of public and private property through the use of aerosol spray paint cans, broad-tipped indelible markers and other marking devices. The council finds that defacement of property is most often committed by persons under eighteen (18) years of age, using aerosol spray paint cans and broad-tipped indelible markers, that such persons rarely have a legitimate need for such aerosol cans or markers, that where such a need exists such aerosol cans or markers may be furnished by a parent or guardian and therefore, that within the city, the sale of such aerosol cans and markers to such a person should be prohibited and that persons engaged in the retail sale of such aerosol can should be prohibited from selling to persons under eighteen years of age.

2. For the purpose of this section, the term "broad-tipped indelible markers" means any felt-tipped marker or similar implement containing a fluid that is not water soluble and which has a flat or angled writing surface.

B. Prohibited Acts - Penalty.

1.

No person shall write, paint or draw any inscription, figure or mark of any type on any public or private building or other structure or any other real or personal property owned, operated or maintained by a public benefit corporation, city or any agency or instrumentality thereof or by any person, firm or corporation ~~unless the expressed permission of the owner or operator of the property has been obtained.~~

2.

No person shall carry an aerosol spray paint can or broad-tipped indelible marker into any public building or other public facility with the intent to violate the provisions of subsection (B)(1) of this section.

3.

No person shall cause to write upon, mar, deface or inscribe any symbol or markings upon any object or structure owned by or under the control of the city. *(Prior code § 21-25).*

4.

Any person who violates the provisions of subsection (B)(1) or (2) of this section shall be fined **one hundred (\$100.00)** ~~fifty dollars (\$50.00)~~ for the first offense, and not more than **two hundred and fifty dollars (\$250.00)** ~~one hundred dollars (\$100.00)~~ for each subsequent offense. In addition thereto, in the discretion of the court, such person may be directed to remove any inscription, figure or mark

of any type that is painted, written or drawn upon any structure without the express permission of the owner. Any person who violates the provision of subsection (B)(3) of this section shall be subject to a civil penalty of not more than **two hundred and fifty dollars (\$250.00)** ~~one hundred dollars (\$100.00)~~ for each offense.

(Prior code § 21-27)

9.08.070 – Graffiti on City Property—Prohibited.

No person shall cause to write upon, mar, deface or inscribe any symbol or markings upon any object or structure owned, **leased, rented, maintained** by or under the control of the city.

(Prior code § 21-25)

9.08.080 – Graffiti on City Property—Penalties.

Any person violating ~~Section 9.08.060~~ **Section 9.08.070** shall be fined, for a first offense, no less than one hundred dollars (\$100.00) and no more than two hundred fifty dollars (\$250.00); and, for any subsequent offense, no less than two hundred fifty dollars (\$250.00) and no more than one thousand dollars (\$1,000.00).

(Prior code § 21-26)

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

COMM. #42-13 ACCEPTED AND MADE PART OF THE RECORD

February 19, 2014

ON 03/03/2014

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2014 FEB 25 A 11:28
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The Honorable City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: **SETTLEMENT OF CLAIM**
Marilyn Carroll and Carmen E.F. Vazquez v. City of Bridgeport,
3:12-CV-01422-JBA

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$20,000.00 payable to Michael J. DePrimo, Trustee for Marilyn Carroll and Carmen E.F. Vazquez. The action was alleging a violation of Plaintiffs' First Amendment rights by the Bridgeport Police Department in connection with protesting abortions at the Summit Womens Center, 3787 Main Street, Bridgeport Connecticut.

Pursuant to the City Council's recently amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my secretary, Kim Laue, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/dk



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM. 43-13# Referred to Miscellaneous Matters Committee on 03/03/14
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: February 19, 2014

RE: Boards & Commissions

Please place the following name on the March 3, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Planning & Zoning Commission:

Carlos A. Moreno (D)
405 Westfield Avenue
Bridgeport, CT 06606

This will replace the seat held by Jose Tiago. Mr. Moreno's term will expire on December 31, 2015.

BF/lac

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BILL FINCH
Mayor

CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

COMM. #44-13 Referred to Contracts Committee on 03/03/2014

February 19, 2014

To: Frances Wilson
Acting Assistant City Clerk

From: Veronica Jones
Tax Collector

Re: Proposed Resolution

Please place the enclosed proposed resolution on the agenda of the next Council meeting for referral to the Contracts and Appointments Committee. The purpose is to authorize the assignment of liens for the fiscal year 2014

Thank you.

cc: Honorable William Finch, Mayor
Anne Kelly-Lenz
Finance Director

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CITY CLERK

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

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



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

BILL FINCH
Mayor

COMM. #45-13 Referred to Miscellaneous Matters Committee

February 19, 2014

To: Honorable William Finch Mayor
Honorable Members of the City Council

From: Veronica Jones
Tax Collector

Re: STATE REIMBURSEMENT OF LOW AND MODERATE INCOME HOUSING TAX

In accordance with the Connecticut General Statutes Public Act Number 522, Section 8-215, I ask permission to abate a portion of the taxes for the following projects of "Housing for Low or Moderate Income Persons" for the Grand List of 2012:

National Housing Ministries 285 Maplewood Avenue, Block 1116, Lot 40	\$236,331.76
First Baptist Housing 115 Washington Avenue, Block 1058, Lot 15A	\$178,150.38
Cedar-Park, Inc. 151 Cedar Street, Block 844, Lot 2A	\$17,715.97
Seaview Gardens, Inc. 890 Seaview Avenue, Block 0601, Lot 04B	\$36,225.14
Unity Heights Co-Operative 200-436 Lyon Terrace, Block 0903, lot 01X	\$99,376.34
Marionville 15-49 Hallet Street, Block 0847, lot 10A	<u>\$24,017.45</u>
Total Reimbursement	\$591817.04

The amount to be abated would be identical to the amount actually reimbursed to the City from the State Of Connecticut. The remainder of the taxes due on each property would then be billed to the Tax Payer. The Tax Payer is responsible for the remainder based on their yearly Profit and Loss statement.

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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

BILL FINCH

Mayor

MEMORANDUM

COMM. #46-13 Ref'd to Public Safety & Transportation Committee on 03/03/2014

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: February 21, 2014

RE: Boards & Commissions

Please place the following name on the March 3, 2014 City Council agenda for referral to the Public Safety Committee for the purpose of appointment to the Fire Commission:

Rocco Guarnieri (D)
775 Lakeside Drive
Bridgeport, CT 06606

This will replace the seat held by Jonathan Klein. This term will expire on January 1, 2015.

BF/lac

ATTEST
CITY CLERK

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CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

ANNE KELLY - LENZ
Finance Director

BILL FINCH
Mayor

COMM. #48-13 Ref'd to Budget & Appropriations Committee on 03/03/2014.

MEMORANDUM

TO: Fleeta Hudson, City Clerk

FROM: Anne Kelly-Lenz, Finance Director *AKL*

DATE: February 26, 2014

SUBJECT: **APPROVAL OF GENERAL OBLIGATION BONDS -
To Authorize Certain Capital Improvement Projects**

ATTEST
CITY CLERK

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

AKL/mr

Enclosure:

CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

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

WHEREAS, the City Council of the City of Bridgeport (the “City”) has previously adopted various Five Year Capital Plans, including the City’s Five Year Capital Plan for Fiscal Year 2015-2019 (the “2015-2019 Capital Plan”); and

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

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2015-2019 Capital Plan in the amount of \$40,139,738 as more particularly listed on Exhibit A attached hereto; and now therefore, be it

RESOLVED, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to fund additional capital improvement projects contained in the 2015-2019 Capital Plan as set forth on Exhibit A attached hereto and made a part hereof (the “Projects”) in an aggregate principal amount not to exceed \$40,139,738 and the issuance of general obligation bonds secured by the City’s full faith and credit (the “Bonds”), in an aggregate principal amount not to exceed \$40,139,738 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to

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

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

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

further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

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

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

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

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

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

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

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

Exhibit A

FY 2015-19 Five Year Capital Plan Bonding Authorization

<u>PROJECT DESCRIPTION</u>	<u>FY 2015 NEEDED Authorization</u>
Central High School Renovations	
Harding High School Renovations	
Black Rock School	
Roosevelt School	
Longfellow Renovation	
Cross Renovation	
Maintenance Projects / HVAC	4,250,000
Asbestos Removal	300,000
Facilities Equipment	150,000
Classroom Computers	2,300,000
Maintenance Vehicles	247,238
Energy Conservation	500,000
Paving Lots	500,000
Fire Alarms	<u>665,000</u>
TOTAL BOE	\$8,912,238
West End / South End Capital Improve	
Blight Removal/Demolition/Clean-Up	1,000,000
Downtown Capital Improvements	3,200,000
City Wide Waterfront Development	2,250,000
Traffic Improve, Lighting, Intersections	3,200,000
Harbor Yard Ballpark	200,000
Land Management -Acquisition*	5,550,000
Roadway Paving,Culverts,Intersections	7,000,000
City Wide Building/Security Improve.	
Energy Renewable Source Projects	827,500
Rehab / Equip Senior Ctrs.	
Municipal Bldg. HVAC/Electrical	
Various Park Improvements	3,500,000
Bridge - Capital Avenue Rooster River	
Bridge - Artic over Pembroke Lakes	
Kennedy Stadium	750,000
City Facilities Assessment/Planning	250,000
Sidewalk/Streetscape Replacements	3,000,000
Tech. Upgrades Sys.Enhancements	500,000
Construction Management	
CMAQ Bike Network & Share Prog.	
MBE Construction Participation	
TOTAL CITY PROJECTS	\$31,227,500
GRAND TOTALS	\$40,139,738



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

COMM. #49-13 Ref'd to Budget & Appropriations Committee On 03/03/2014.

February 26, 2014

Fleeta Hudson, City Clerk
City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604

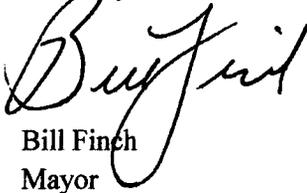
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ATTEST
CITY CLERK

Dear Fleeta:

In accordance to the City Charter, I am pleased to present the proposed Five-Year Capital Plan (CP) for fiscal years 2015-2019 for the City of Bridgeport to be referred to the Budget and Appropriations Committee.

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

Sincerely,


Bill Finch
Mayor

Attachments

PROJECT DESCRIPTION	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
	Capital Plan ADOPTED	Capital Plan PROPOSED	Capital Plan PROPOSED	Capital Plan PROPOSED	Capital Plan PROPOSED	Capital Plan 2015-2019
Board of Education						
BOE maintenance Projects/HVAC	4,250,000					4,250,000
BOE Asbestos Removal	300,000					300,000
Facilities Equipment	150,000					150,000
BOE Classroom Computers	1,500,000	800,000				2,300,000
Maintenance Vehicles	247,238					247,238
District Wide Energy Conservation	500,000					500,000
Paving Lots	500,000					500,000
BOE Fire Alarms Phase II	665,000					665,000
TOTAL BOE	8,112,238	800,000				8,912,238
Economic Development						
Downtown Capital Improvements	2,000,000					2,000,000
Traffic Improvements, Lighting, Intersections	2,000,000					2,000,000
City Wide Waterfront Development	1,500,000					1,500,000
Land management / Acquisition	1,500,000					1,500,000
Blight Removal / Demolition Clean Up	1,000,000	1,000,000	1,000,000			3,000,000
TOTAL OPED	8,000,000	1,000,000	1,000,000			10,000,000
Public Facilities						
Roadway Paving, Culverts, Intersections	2,000,000	2,500,000	2,500,000	2,500,000	2,500,000	12,000,000
Knowlton/Barnum Waterfront Development	2,519,000					2,519,000
City / Neighborhood Beautification	500,000	500,000	500,000	500,000	500,000	2,000,000
Public Facilities Equipment	250,000	350,000	350,000	250,000	250,000	1,200,000
Muni Bldg. HVAC / Heating / Elec / Facilities	500,000	500,000	500,000	500,000	500,000	2,000,000
City Wide Building & Security Improvements	250,000	250,000	250,000	250,000	250,000	1,000,000
Facilities Assessments / Planning Studies	250,000	250,000				500,000
Energy Renewable Source Projects	250,000					250,000
Energy Conservation / Conversion Program	250,000	200,000	200,000	200,000	200,000	1,050,000
HarborYard Ballpark Upgrades	250,000					250,000
Runway Sweeper and Vacuum Truck	210,000	400,000				610,000
FAA AARF index rapid response fire truck			100,000	100,000	100,000	300,000
Maintenance Garage Apron Paving	100,000	50,000	50,000	275,000		475,000
Parks Maintenance Equipment	3,500,000	3,000,000	5,835,236			12,335,236
Various Park Improvement Projects	5,215,585					5,215,585
Pleasure Beach Water and Park Accessibility						
TOTAL PUBLIC FACILITIES	16,044,585	8,000,000	10,285,236	4,575,000	2,700,000	41,604,821

PROJECT DESCRIPTION	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
	Capital Plan ADOPTED	Capital Plan PROPOSED	Capital Plan PROPOSED	Capital Plan PROPOSED	Capital Plan PROPOSED	Capital Plan 2015-2019
<u>Other Departments</u>						
Police Command Division Vehicles	210,000					210,000
Central Grants Revolving (match)	250,000					250,000
Fire Apparatus Replacement Program/Vehicles	1,600,000	650,000	735,000	640,000	640,000	4,265,000
Technology Enhancements / Systems Improvement	500,000	300,000	250,000	250,000		1,300,000
WPCA Sewer Separation Program	125,000					125,000
IT Telephony & Computer Replacement Program	500,000	500,000	500,000	500,000		2,000,000
TOTAL OTHER	3,185,000	1,450,000	1,485,000	1,390,000	640,000	8,150,000
TOTAL ALL DEPARTMENTS	35,341,823	11,250,000	12,770,236	5,965,000	3,340,000	68,667,059

47-13

RESOLUTION

By Council member: Rick Torres, D-130th

Re: A resolution presented by Council Member Rick Torres re the Coal Burning PSEG Plant in Bridgeport Harbor.
(See attached)

Introduced at a Meeting
of the City Council, held:

March 3, 2014

Referred to: ECD&E Committee

Referrals Made:

Attest: _____

City Clerk

A Resolution by the Bridgeport City Council Regarding the Coal Burning PSEG Plant in Bridgeport Harbor

WHEREAS, coal fired power plants have an on-going negative impact on breathable air quality; and

WHEREAS, state legislation has reduced SO₂ and mercury emissions statewide by 90%; and

WHEREAS, the Bridgeport Coal plant has the worst performing record for achieving that state mandate; and

WHEREAS, the method for moving the coal dust to the plant for burning uses a crane to pile up the coal for pickup, storage and utilization and that process sends plums of coal dust into the air polluting Long Island Sound, the Bridgeport Harbor and the East End of Bridgeport; and

WHEREAS, such activities impairs the health of nearby residents; and

WHEREAS, the children of Bridgeport continue to have exhibit elevated levels of respiratory issues; and

WHEREAS, those children come from homes which are most in need and most financially vulnerable; and

Now therefore, be it hereby RESOLVED BY THE BRIDGEPORT CITY COUNCIL

1. Calls upon the PSEG Company to phase out the coal-fired Bridgeport Harbor power plant at the earliest possible date; and
2. Calls upon the PSEG Company to restore the land to residentially environmentally approved levels; and
3. Urges the Public Utilities Control Authority (PURA) and the department of Energy and Environmental Protection (DEEP) to take immediate steps to require such a phase-out; and
4. The City Clerk Is Authorized And Directed To Provide Copies Of This Resolution To The Mayor, The Public Utilities Control Authority, The Commissioner Of Energy And Environmental Protection and the PSEG Company.

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2014 FEB 25 12 3 50
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***37-13 Consent Calendar**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 15.08 Building Permits and Fees is hereby amended as follows:

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).



Report of Committee on Ordinances
***37-13 Consent Calendar**

-2-

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.



Report of Committee on Ordinances
***37-13 Consent Calendar**

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.



Report of Committee on Ordinances
***37-13 Consent Calendar**

-4-

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).**



Report of Committee on Ordinances
***37-13 Consent Calendar**

-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.



Report of Committee on Ordinances
***37-13 Consent Calendar**

-6-

- 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.



Report of Committee on Ordinances
***37-13 Consent Calendar**

-7-

Respectfully submitted,
THE COMMITTEE ON ORDINANCES

Richard M. Paoletto, Jr., Co-Chair

Eneida L. Martinez-Walker, Co-Chair

Lydia N. Martinez

Mary A. McBride-Lee

Rick Torres

Richard DeJesus

AmyMarie Vizzo-Paniccia

City Council Date: March 3, 2014



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***39-13 Consent Calendar**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program Sections: 8.76.020 Definitions and 8.76.040 Enforcement and amend to add new Section 8.76.052 Allocation of Capital Gain is hereby amended as follows:

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))



Report of Committee on Ordinances
***39-13 Consent Calendar**

-2-

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:



Report of Committee on Ordinances
***39-13 Consent Calendar**

-3-

- 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.



Report of Committee on Ordinances
***39-13 Consent Calendar**

-4-

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.



Report of Committee on Ordinances
***39-13 Consent Calendar**

-5-

"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



Report of Committee on Ordinances
***39-13 Consent Calendar**

-6-

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.



Report of Committee on Ordinances
***39-13 Consent Calendar**

-7-

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))



Report of Committee on Ordinances
***39-13 Consent Calendar**

-8-

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.



Report of Committee on Ordinances
***39-13 Consent Calendar**

-9-

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-steadying 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



Report of Committee on Ordinances
***39-13 Consent Calendar**

-10-

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)



Report of Committee on Ordinances
***39-13 Consent Calendar**

-11-

New Section:

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.

Respectfully submitted,
THE COMMITTEE ON ORDINANCES

Richard M. Paoletto, Jr., Co-Chair

Eneida L. Martinez-Walker, Co-Chair

Lydia N. Martinez

Mary A. McBride-Lee

Rick Torres

Richard DeJesus

AmyMarie Vizzo-Paniccia

City Council Date: March 3, 2014

***09-13 Consent Calendar**

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

**Report
of
Committee
on
CEA & Environment**

Submitted: March 3, 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 **ECD and Environment** begs leave to report;
and recommends for adoption the following resolution:

***09-13 Consent Calendar**

A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL REGARDING THE DISPOSITION AND REDEVELOPMENT OF 1752 Barnum Avenue

WHEREAS, Roy and Wayne Brolser aka Barnum Hardware Inc, (the "Developer") a successful private Hardware and Equipment store since 1933 and one of Connecticut's oldest and most complete hardware and supply centers, is the owner of land and buildings located at 1774-1784 Barnum Avenue; and

WHEREAS, the Developer is in need of a site to provide the requirement for landscaping and parking for its approximately 10 employees; and

WHEREAS, the City of Bridgeport-owned property at 1752 Barnum Avenue (the "Site") is adjacent to the Developer's property at 1752 Barnum Avenue; and

WHEREAS, the Developer is willing to purchase the Site from the City of Bridgeport for \$25,000 (Twenty-five Thousand Dollars) and is further willing to remove all blight from the Site in order to, landscaping and create parking for its approximately 10 employees; and

WHEREAS, the current use of the Site offers no significant economic benefit to the City of Bridgeport, and detracts from the attractiveness of the Barnum Avenue commercial corridor and the East End of Bridgeport as a whole; and

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 Site was appraised for \$15,000.00 (Fifteen Thousand dollars);
and

WHEREAS, the Developer seeks no warranties from the City regarding the environmental condition, physical condition or title on the Site; Now, therefore be it

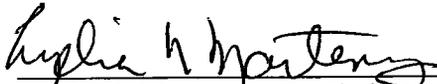


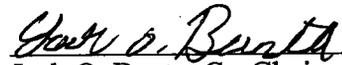
Report of Committee on ECD and Environment
*09-13 Consent Calendar

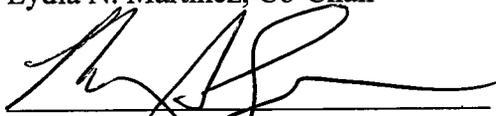
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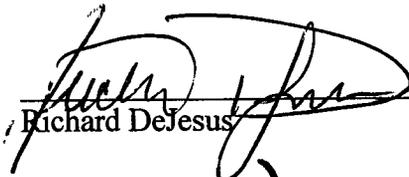
RESOLVED, that the Bridgeport City Council authorizes the Director of the Office of Planning and Economic Development to do any and all things necessary to negotiate and execute with The Developer the sale and redevelopment of the Site in a manner consistent with this resolution.

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


Lydia N. Martinez, Co-Chair


Jack O. Banta, Co-Chair


Mary A. McBride Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

3543 MAIN STREET
BRIDGEPORT, CT 06606



TELEPHONE: 203.371.7007
FACSIMILE: 203.371.6001

THE LAW OFFICE OF
JUDA J. EPSTEIN

WWW.LAWOFFICEOFJEPSTEIN.COM

October 24, 2013

Russell Liskov, Esq.
Associate City Attorney
999 Broad Street
Bridgeport, CT 06604

VIA ELECTRONIC MAIL ONLY

LETTER OF INTENT

**RE: LAND LOCATED AT 1752 BARNUM AVENUE,
BRIDGEPORT, CT 06610
("THE PROPERTY")**

Dear Attorney Liskov,

I represent Roy and Wayne Brolser. This Letter of Intent ("LOI"), summarizes the basic business terms and conditions upon which Roy Brolser and Wayne Brolser ("Purchasers") are willing to purchase the Property from The City of Bridgeport, ("the Owner") who is the owner of the Property with full legal authority to enter and consummate the Proposed Transaction and convey clear title to the Property.

This LOI is a non-binding letter of intent. This LOI shall not be deemed to create any rights in favor of, or impose any obligations upon, either party hereto and accordingly neither party shall have any obligation or liability whatsoever with respect to the Proposed Transaction unless and until a definitive Sale and Purchase Agreement ("the Agreement"), containing detailed terms, conditions and covenants satisfactory to both parties, has been executed and unconditionally delivered by Owner and Purchaser.

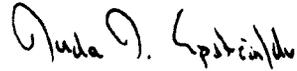
The basic terms and conditions of the proposed transaction are as follows:

1. **Property.** The property that is the subject of the Proposed Transactions consists of land of approximately Fifty (50) Feet wide and tapers to approximately Thirty (30) Feet wide. This property is located adjacent to 1788 Barnum Avenue, Bridgeport, Connecticut 06610, which is the current location of the Hardware Store owned by the Purchasers.
2. **Purchase Price.** \$25,000 – all cash.
3. **Inspection.** The Purchase of the Property shall be contingent upon an inspection entitling the land a clean environment.

4. **Intent.** The Purchase of the Property shall be contingent upon the permissible use of said property, within the bounds of zoning and other property restrictions, for the creation of a parking lot and contributing landscaping.
5. **Exclusive Period.** Owner agrees that it will not (and it will not permit its principals, agents, employees, or affiliates to) offer, solicit an offer, accept an offer or otherwise negotiate with any third party for the sale or lease of the Property during the period following the date herein and until the Closing. Owner will not post any "For Sale" sign on the Property during the Exclusive Period.

If the foregoing meets with Owner's approval, please have the Owner or its authorized representative or agent, sign and date a copy of this letter and return it to Purchaser.

Very Truly Yours,



Juda J. Epstein

Dated: 10/24/13

(dictated not read)
JJE/dv

Agreed and Accepted:

By: _____
Name:
Company:
Title:
Date:



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

1752 BARNUM AVENUE
BRIDGEPORT, CT 06610

for

JUDA J. EPSTEIN, ATTORNEY AT LAW
3543 MAIN STREET - 2ND FLOOR
BRIDGEPORT, CT
06606

as of

AUGUST 16, 2010

by

SUSAN L. SHAPIRO
3255 Fairfield Avenue
Bridgeport, CT 06605

Bowley Moore Appraisal Centre, Inc.
3255 Fairfield Avenue
Bridgeport, CT 06605
203-576-1115

August 17, 2010

JUDA J. EPSTEIN, ATTORNEY AT LAW
3543 MAIN STREET - 2ND FLOOR
BRIDGEPORT, CT
06606

Property - 1752 BARNUM AVENUE
BRIDGEPORT, CT 06610
Borrower - BENCHMARK MUNICIPAL TAX SERVICES, LTD vs LEOCADIA MOREL
File No. - 10081110
Case No. - CV-10-6007770-S

Dear Atty. Epstein:

In accordance with your request, I have prepared an appraisal of the real property located at 1752 BARNUM AVENUE, BRIDGEPORT, CT.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of AUGUST 16, 2010 is :

\$15,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Bowley Moore Appraisal Centre, Inc.



SUSAN L. SHAPIRO
CT Certification #RCR.1456

SUMMARY REPORT
LAND APPRAISAL REPORT

CV-10-600770-S
File No: J0081110

IDENTIFICATION

Borrower: BENCHMARK MUNICIPAL TAX SERVICES, LTD vs LEOCADIA MOREL Census Tract 0743.00 Map Reference NECTA 71950
 Property Address 1752 BARNUM AVENUE
 City BRIDGEPORT County FAIRFIELD State CT Zip Code 06610
 Legal Description VOLUME 7462 PAGE 150
 Sale Price \$MKT Date of Sale N/A Loan Term X yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$2,811 (yr.) Loan charges to be paid by seller \$ _____ Other sales concessions NONE
 Lender/Client JUDA J. EPSTEIN, ATTORNEY AT LAW Address 3543 MAIN STREET - 2ND FLOOR, BRIDGEPORT, CT, 06606
 Occupant VACANT LAND Appraiser sue shapiro Instructions to Appraiser FAIR MARKET VALUE

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input checked="" type="checkbox"/> Over Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<input type="checkbox"/> % Family	<input type="checkbox"/> % 2-4 Fam	<input type="checkbox"/> % Apts.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> % Industrial	<input type="checkbox"/> % Vacant	<input type="checkbox"/> % Condo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*) From _____ To _____			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ <u>30,000</u> to \$ <u>125,000</u>		Predominant Value \$ <u>40,000</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>20</u> yrs. to <u>135</u> yrs.		Predominant Age <u>110</u> yrs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment Stability
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property Compatibility
 Protection from Detrimental Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) THE SUBJECT IS ON A BUSY STREET IN A NEIGHBORHOOD OF SMALL BUSINESS'S AND CLOSE TO THE STRATFORD LINE AND BRIDGEPORT HOSPITAL. THERE ARE A NUMBER OF EMPTY LOTS CLOSEBY AND A COUPLE OF UNINHABITED BUILDINGS.

SITE

Dimensions SEE MAP = .14 ACRES Corner Lot
 Zoning Classification ILI/ LT INDUSTRIAL NO SIZE LIMIT. Present improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) _____
 Elec. Public Other (Describe) _____ OFF SITE IMPROVEMENTS
 Gas _____ Street Access: Public Private
 Water _____ Surface GRASS/DIRT Topo LEVEL
 San Sewer _____ Maintenance: Public Private Size TYPICAL
 Underground Elec. & Tel. Sidewalk Street Lights Shape RECTANGULAR
 View RESIDENTIAL/COMMERCIAL
 Drainage APPEARS ADEQUATE
 is the property located in a HUD Identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) SEE COMMENTS ON MARKETABILITY...THERE WERE NO ADVERSE EASEMENTS OR ENCROACHMENTS NOTED AT THE TIME OF MY INSPECTION WHICH WOULD NEGATIVELY AFFECT MARKET VALUE.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1752 BARNUM AVENUE BRIDGEPORT	674 SHELTON STREET BRIDGEPORT	154 WEBSTER STREET BRIDGEPORT	510 SHELTON STREET BRIDGEPORT
Proximity to Subj.		1.1 Mi. West	1.1 Mi. SSW	1.2 Mi. West
Sales Price	\$ MARKET VAL	\$ 17,000	\$ 22,000	\$ 12,500
Price	\$	\$ 212,500	\$ 183,333	\$ 178,571
Data Source	CH/INSPECTION	VOLUME 8163 PAGE 258	VOLUME 8181 PAGE 067	VOLUME 8117 PAGE 255
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 01/20/2010 +(-)\$ Adjustment -1,007	DESCRIPTION 02/11/2010 +(-)\$ Adjustment -1,162	DESCRIPTION 11/02/2009 +(-)\$ Adjustment -1,033
Location	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Site/View	LT INDUSTRIAL/RES	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL
Site Area	.14 ACRES	0.08 ACRES +2,000	0.12 ACES	0.07 ACRES +2,500
ZONE	ILI	RC	RC	ORN
	CONFORMING	NON-CONFORMING	NON-CONFORMING	NON-CONFORMING
	ZONING	ZONING	ZONING	ZONING
Sales or Financing Concessions				
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 993	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -1,162	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 1,467
Indicated Value of Subject		Gross 17.7% Net 5.8% \$ 17,993	Gross 5.3% Net -5.3% \$ 20,838	Gross 28.3% Net 11.7% \$ 13,967

Comments on Market Data: PROPERTIES USED HAVE SOLD IN THE PAST AS MONTHS AND ARE THE MOST SIMILAR TO THE SUBJECT IN SIZE, AND LOCATION. THERE HAVE BEEN 9 SALES IN THE PAST YEAR FOR THE ENTIRE CITY. *** See Additional Comments ***

Comments and Conditions of Appraisal: THE SUBJECT IS IN A LT INDUSTRIAL ZONE. THERE ARE NO STRUCTURES ON THE LOT. THERE IS A MULTIFAMILY NEXT DOOR. ***SEE ADDTL COMMENTS.

Final Reconciliation: THE SALES APPROACH WAS USED FOR THIS APPRAISAL PURPOSE.

RECONCILIATION

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF AUGUST 16, 2010 to be \$15,000
 Appraiser(s) Susan Shapiro Review Appraiser (if applicable) Did Did Not Physically Inspect Property
 Signature _____ Date 08/17/2010
 Name SUSAN L. SHAPIRO State CT License Certification # RCR.1456

ADDITIONAL COMMENTS

Borrower or Owner BENCHMARK MUNICIPAL TAX SERVICES, LTD vs LEOCADIA MOREL

Property Address 1752 BARNUM AVENUE

City BRIDGEPORT County FAIRFIELD State CT Zip Code 06610

Lender or Client JUDA J. EPSTEIN, ATTORNEY AT LAW

Neighborhood

THE MARKETABILITY IS FAIR TO POOR. ALTHOUGH IT IS NEXT TO ANOTHER VACANT LOT WHICH COULD HAVE POTENTIAL FUTURE DEVELOPMENT. THERE HAS BEEN VERY LITTLE DEVELOPMENT IN THE PAST 3 YEARS. EXCEPT CITY OR HABITAT FOR HUMANITY FUNDING FOR NEW HOUSING. THE BUSY LOCATION WAS GIVEN SOME VALUE FOR BUSINESS POTENTIAL.

Comments on Market Data

BECAUSE OF THE LACK OF SALES FOR NEW CONSTRUCTION AND DIFFICULTY IN FINANCING LAND, IT HAS BEEN A DECLINING MARKET FOR LAND SALES. THE SUBJECT IS ON A BUSY ROAD WHICH IS ADVANTAGEOUS FOR A SMALL BUSINESS. THE CURRENT MARKET FOR LT INDUSTRIAL PROPERTIES IS DECLINING AND THERE HAVE BEEN NO SIMILAR SALES IN THE PAST FEW MONTHS IN THE SUBJECTS PART OF TOWN. SMALL ADJUSTMENTS WERE MADE LAND SIZE.

Borrower or Owner BENCHMARK MUNICIPAL TAX SERVICES, LTD vs LEOCADIA MOREL
 Property Address 1752 BARNUM AVENUE
 City BRIDGEPORT County FAIRFIELD State CT Zip Code 06610
 Client JUDA J. EPSTEIN, ATTORNEY AT LAW

**ASSESSMENT REPORT
CONNECTICUT**

Address: 1752 BARNUM AVE Town: BRIDGEPORT
 Owner: MOREL LEOCADIA Parcel ID: 130M1834B46

>>> LOCATION & OWNERSHIP <<<

Address : 1752 BARNUM AVE RawPropID : M:1834 B:46
 City/Town : BRIDGEPORT CT 06610- 3208 Account # :
 Owner: MOREL LEOCADIA Prop Type : LAND/LOTS/FARMS
 Owner 2: County: FAIRFIELD
 Mail Addr: 1744 BARNUM AVE Land-use: RES-OPEN-LND
 Mail City: BRIDGEPORT CT 06610 Condo:
 Absent Own: YES Census Tract: 743.00
 Census Block: 1
 Latitude: 41.1889
 Longitude: 73.1576

>>> TAXES & ASSESSMENTS <<<

Assessed Land Value: \$72,570 Tax Amount : \$2,811
 Assessed Bldg Value: \$0 Tax Year(Beg. Jul): 7/09-6/10
 Assessed Total Value: \$72,570 MIL Rate: 39.640

>>> TRANSFER INFORMATION <<<

Seller(Grantor)	Date	Price	Type	Book	Page
Buyer(Grantee)	Buyer Phone				
MOREL LEOCADIA	04/24/07	\$		7462	150
		\$		0	0
		\$			

Mortgages for recent sale, if avail.; subsequent mortgages or releases may exist

Mortgage Lender	Amount	Type	Term	Rate
	\$			0.00
	\$			

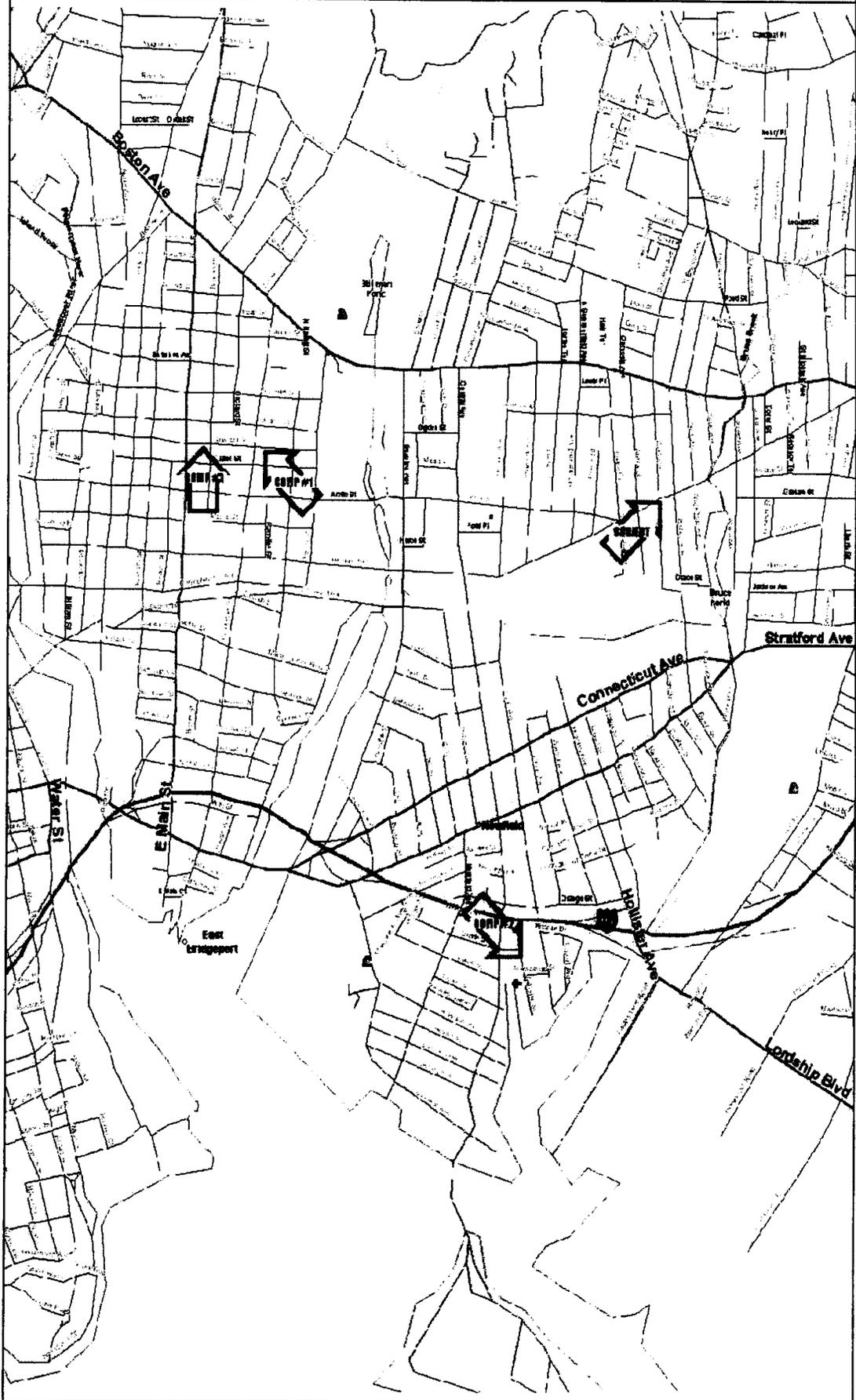
>>> CHARACTERISTICS <<<

Est Lot Acres:	.14	Year Built:	
Est Lot Sq Ft:	6,250	Number Of Bldgs:	
Number of Units:		Building Style:	
Number of Floors:		Building Cond:	
Living Area Sq Ft:		Basement Sq Ft:	
Gross Bldg Sq Ft:		Basement Type:	
Total Rooms:		Construction:	
Bedrooms:		Exterior type:	
Bathrooms:	0.00	Roof Type:	
Half Baths:	0	Roof Material:	
Parking Type:		Heat Type:	
Parking Capacity:		Fuel Type:	
Fireplaces:			

OTHER AMENITIES

LOCATION MAP

Borrower or Owner **BENCHMARK MUNICIPAL TAX SERVICES, LTD vs LEOCADIA MOREL**
Property Address **1752 BARNUM AVENUE**
City **BRIDGEPORT** County **FAIRFIELD** State **CT** Zip Code **06610**
Client **JUDA J. EPSTEIN, ATTORNEY AT LAW**



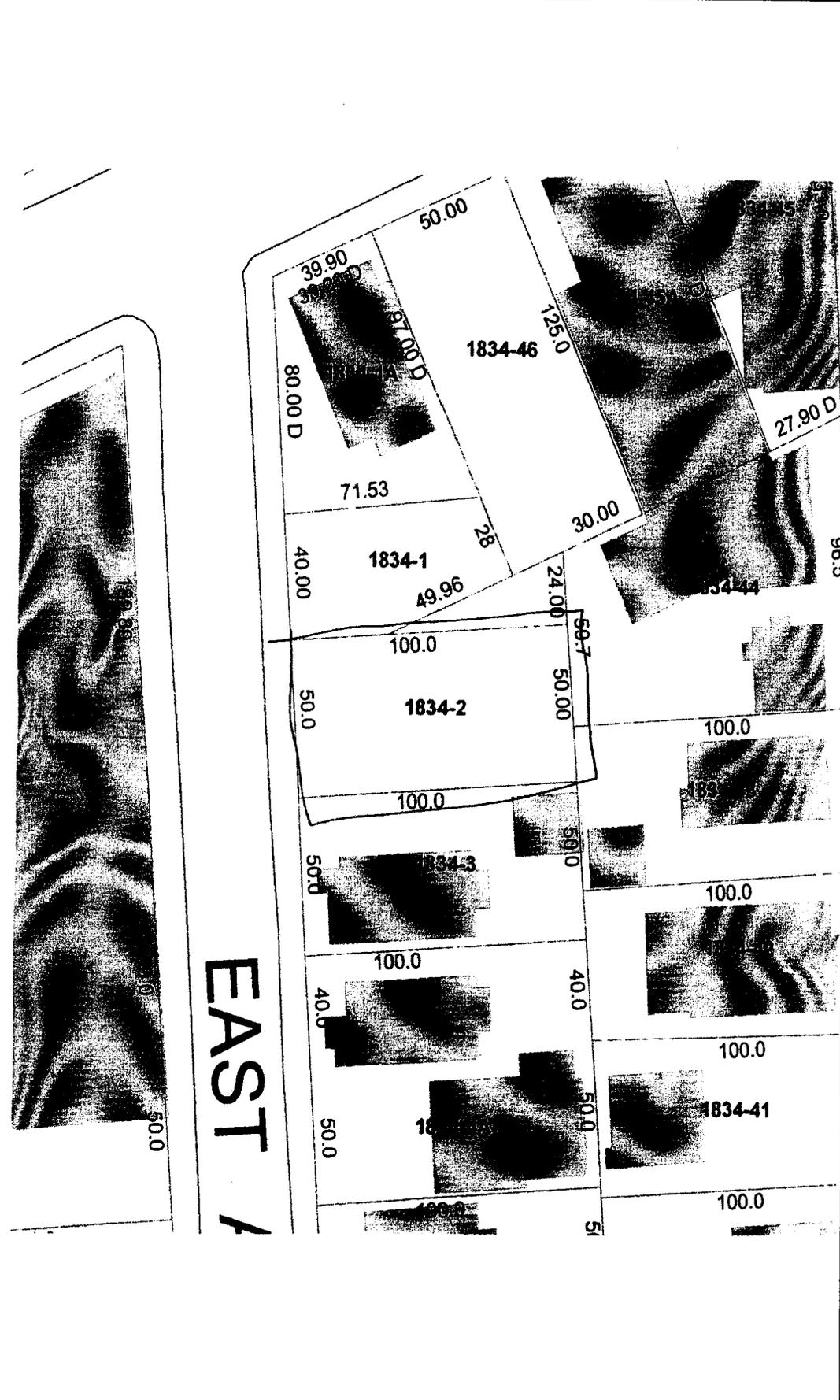
SITE PLAN

Borrower or Owner BENCHMARK MUNICIPAL TAX SERVICES, LTD vs LEOCADIA MOREL

Property Address 1752 BARNUM AVENUE

City BRIDGEPORT County FAIRFIELD State CT Zip Code 06610

Client JUDA J. EPSTEIN, ATTORNEY AT LAW



PHOTOGRAPH ADDENDUM

Borrower or Owner BENCHMARK MUNICIPAL TAX SERVICES, LTD vs LEOCADIA MOREL

Property Address 1752 BARNUM AVENUE

City BRIDGEPORT

County FAIRFIELD

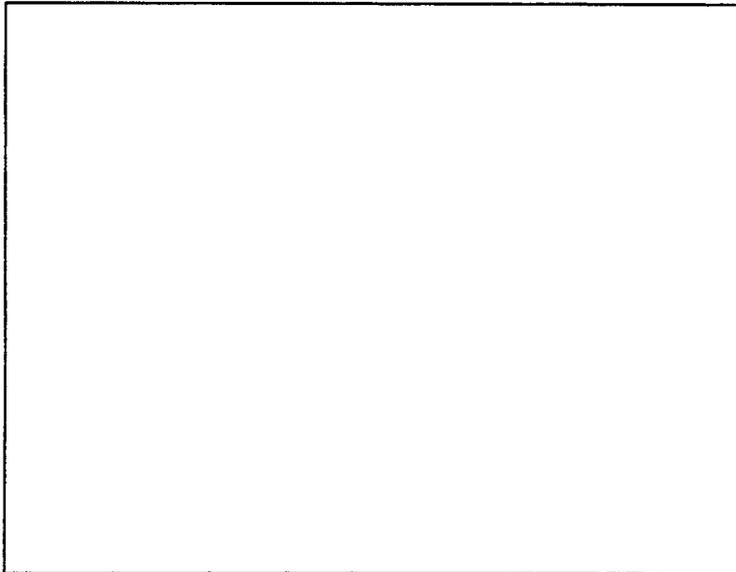
State CT

Zip Code 06610

Client JUDA J. EPSTEIN, ATTORNEY AT LAW



**FRONT VIEW OF
SUBJECT PROPERTY**



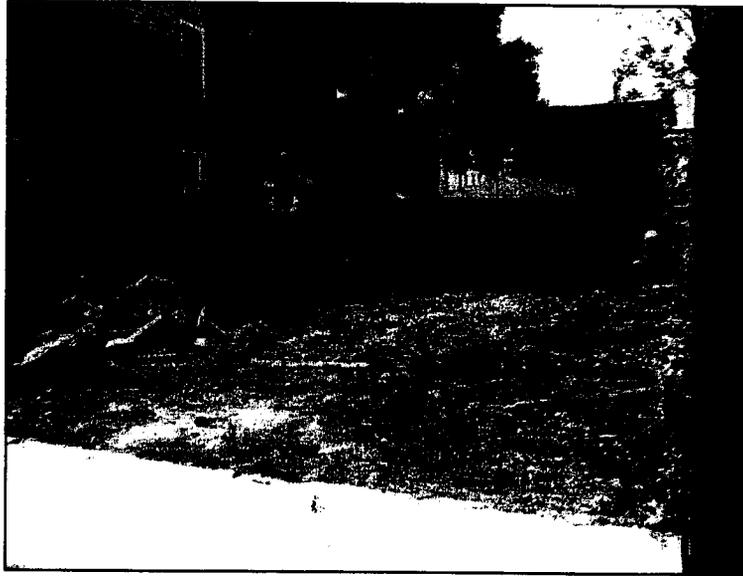
**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

PHOTOGRAPH ADDENDUM

Borrower or Owner **BENCHMARK MUNICIPAL TAX SERVICES, LTD vs LEOCADIA MOREL**
Property Address **1752 BARNUM AVENUE**
City **BRIDGEPORT** County **FAIRFIELD** State **CT** Zip Code **06610**
Client **JUDA J. EPSTEIN, ATTORNEY AT LAW**



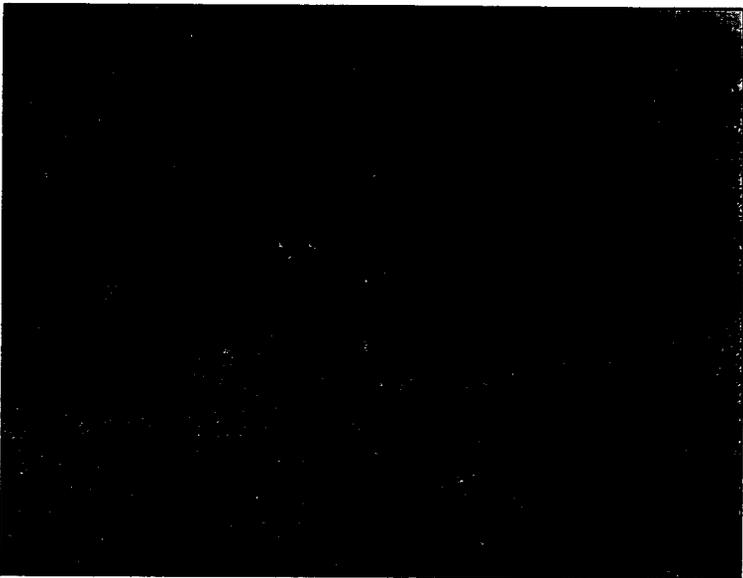
COMPARABLE #1

674 SHELTON STREET
BRIDGEPORT

Price \$17,000
Price/SF 212,500
Date 01/20/2010

Site Area 0.08 ACRES

Value Indication \$17,993



COMPARABLE #2

154 WEBSTER STREET
BRIDGEPORT

Price \$22,000
Price/SF 183,333
Date 02/11/2010

Site Area 0.12 ACES

Value Indication \$20,838



COMPARABLE #3

510 SHELTON STREET
BRIDGEPORT

Price \$12,500
Price/SF 178,571
Date 11/02/2009

Site Area 0.07 ACRES

Value Indication \$13,967

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 1752 BARNUM AVENUE, BRIDGEPORT, CT 06610

APPRAISER:

Signature: *Susan Shapiro*
 Name: SUSAN L. SHAPIRO
 Date Signed: August 17, 2010
 State Certification #: RCR.1456
 or State License #: _____
 State: CT
 Expiration Date of Certification or License: 4/30/2011

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Did Did Not Inspect Property

***10-13 Consent Calendar**

Resolution Concerning Disposition and Redevelopment
of City-Owned Property, 431-435 Kossuth Street &
445-449 Kossuth Street.

**Report
of
Committee
on
CEB & Environment**

Submitted: March 3, 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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

***10-13 Consent Calendar**

A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL REGARDING THE DISPOSITION AND REDEVELOPMENT OF 431-435 Kossuth Street & 445-449 Kossuth Street

WHEREAS, Alex Smith, aka Engineers Ironworks Welding LLC, (the "Developer") a successful private firm that provides the professional services necessary to construct new buildings and repair existing structures, and structural analysis and design according to building code requirements, is the owner of land and buildings located at 425 Kossuth Street; and

WHEREAS, the Developer is in need of a site to build a new building and provide the requirement for landscaping and parking for its approximately 10 employees; and

WHEREAS, the City of Bridgeport-owned property at 431-435 Kossuth Street and 445-449 Kossuth Street (the "Site") is adjacent to the Developer's property at 425 Kossuth Street; and

WHEREAS, the Developer is willing to purchase the Site from the City of Bridgeport for \$38,000 (Thirty-Eight Thousand Dollars) and is further willing to remove all blight from the Site in order to construct a new building, landscaping and parking for its approximately 10 employees; and

WHEREAS, the current use of the Site offers no significant economic benefit to the City of Bridgeport, and detracts from the attractiveness of the East Main Street commercial corridor and the East Side of Bridgeport as a whole; and

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 Site was appraised on September 27, 2013 at \$38,000.00 (Thirty-Eight Thousand dollars); and



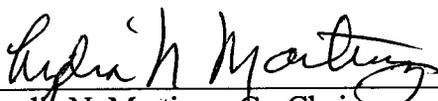
Report of Committee on ECD and Environment
*10-13 Consent Calendar

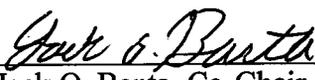
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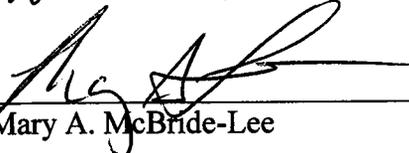
WHEREAS, the Developer seeks no warranties from the City regarding the environmental condition, physical condition or title on the Site; Now, therefore be it

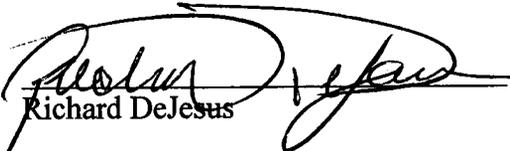
RESOLVED that the Bridgeport City Council authorizes the Director of the Office of Planning and Economic Development to do any and all things necessary to negotiate and execute with The Developer the sale and redevelopment of the Site in a manner consistent with this resolution.

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


Lydia N. Martinez, Co-Chair


Jack O. Banta, Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Murella


Eneida Martinez-Walker

Alex Smith

425 Kossuth St
Bridgeport, CT 06608
(203) 334-2492
(203) 336-8220 Fax
Email: Engweldingllc@optonline.net

November 19, 2013

Max Perez
Office of Planning & Economic Development
999 Board Street, 2nd Floor
Bridgeport CT 06604

Reference: 431-435 Kossuth St and 445-449 Kossuth St vacant lots

Mr. Perez

I Alex Smith own the property adjacent to the above referenced lots. I am interested in purchasing the lot. I have taken it upon myself to gather an appraisal for the lots. Based on the appraisal I would like to purchase the lots.

I want to purchase the lot, I would clean up the lot, landscape and fence in and prepare it for a new building to be erected on the site.

The plans I have for the lots would bring taxable income along with some jobs openings for the surrounding community.


Regards,
Alex Smith

.....
Your Welding Contractor

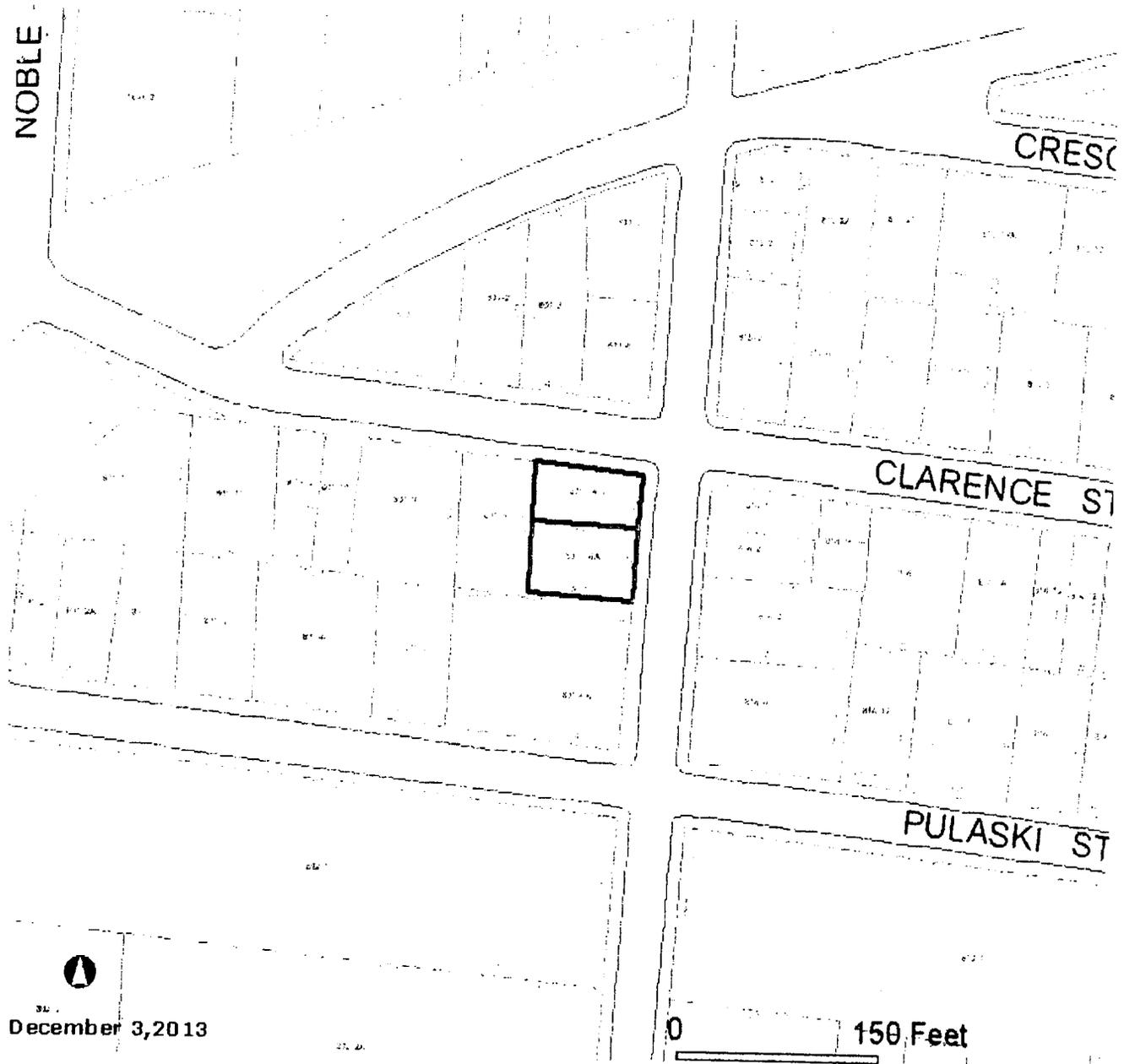
Perez, Max

From: Engineers Ironworks [engweldingllc@optonline.net]
Sent: Tuesday, November 26, 2013 8:32 AM
To: Perez, Max
Subject: 431-435 Kossuth St and 445-449 Kossuth St.

Max,

I would like to make an offer based on the appraisal value for the property Listed above.

Regards
Alex Smith
Engineers Welding LLC
425 Kossuth St
Bridgeport CT 06608
P: 203 334 2492 ext 201
F: 203 336 8220
E: Engweldingllc@optonline.net



SUMMARY APPRAISAL OF REAL ESTATE

OWNED BY
The City of Bridgeport

LOCATED AT

431-435 Kossuth Street & 445-449 Kossuth Street
Bridgeport, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mr. Alex Smith
Engineers Welding, LLC
425 Kossuth Street
Bridgeport, CT 06608

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT



VIMINI ASSOCIATES

REAL ESTATE SERVICES

SINCE 1968

September 27, 2013

Mr. Alex Smith
Engineers Welding, LLC
425 Kossuth Street
Bridgeport, CT 06608

Re: 431-435 Kossuth Street & 445-449 Kossuth Street
Bridgeport, Connecticut

Dear Mr. Smith:

In accordance with your request to perform a valuation of the above captioned property, and issuing my findings to you in summary form, 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. The function of this report is reportedly for potential acquisition negotiations. The effective date of this analysis is September 17, 2013, the date of inspection. The opinion of value stated in this report is based upon the Sales Comparison Approach, and the value stated is in "Fee Simple" estate, as the subject is comprised of a vacant lot, which is best valued by this method.

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.

The subject property is located in the east side of the city, along lower Kossuth Street which has industrial, recreational or institutional uses along its path from Stratford Avenue to Crescent Avenue. Residential uses are located on side streets in the neighborhood. The subject is comprised of two adjoining rectangular shaped parcels. The sites are zoned HI (Heavy Industrial) which prohibits residential development. Each parcel is a pre-existing, non-conforming lot once improved with residential structures which have been razed. Currently the site is vacant utilized for storage by the adjoining owner. Each parcel has a shallow depth of 79 feet or less and a narrow width. The highest and best use if merger of the two parcels creating a single lot for industrial use. Soil Content is unknown and reader is advised to consult with a LEP regarding soil content. The appraiser reserves the right to amend this report based upon findings of soil testing. A more detailed description of the property is provided further in this report.

The preparation of this report involved a check of city records, and research and analysis of market data. A personal inspection of the property was performed on September 17, 2013.

APPRAISAL SERVICES / COMMERCIAL & INDUSTRIAL BROKERAGE / LOAN BROKERAGE / PROPERTY MANAGEMENT

1057 BROAD STREET

BRIDGEPORT, CT 06604

TELEPHONE (203)384-6000

FAX (203)384-9421

Re: 431-435 Kossuth Street & 445-449 Kossuth Street
Bridgeport, Connecticut

Page two

Based on this inspection, and the analysis of the data secured, it is my opinion that the Market Value of the fee simple estate of the property, as of September 17, 2013, subject to the assumptions and limiting conditions set-forth at the conclusion of this report, is the amount of:

Thirty-Eight Thousand Dollars
(\$38,000.00)*

* The appraiser is unaware of any studies of the soil content, or the presence of contamination in the improvements, 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 as a result of the plating operation or due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property, or via contamination from adjoining properties, over past years. The appraiser, however, was not privy to any site assessment, clean-up costs, estimates etc. and therefore, could not take these factors into consideration in the analysis, nor reasonably quantify the effect of these conditions or any stigma which may be inherent in the subject property as a result of this contamination. 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. **The user of this appraisal report is warned that the value conclusion derived herein, is considered in a clean and uncontaminated state, and that seeking legal, and environmental advice as to the preceding issues is strongly recommended.**

Respectively Submitted,


Peter A. Vimini, MAI

***17-13 Consent Calendar**

Grant Submission: re National Fish and Wildlife Foundation for a Youth Coastal Stewardship & Conservation Grant Program.

**Report
of
Committee
on
ECB & Environment**

Submitted: March 3, 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 ECD and Environment begs leave to report; and recommends for adoption the following resolution:

***17-13 Consent Calendar**

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

WHEREAS, this funding has been made possible through National Fish and Wildlife Foundation; and

WHEREAS, funds under this grant will be used provide green job training; mentoring and employment opportunities for high school students in order to protect threatened beach nesting birds on Pleasure Beach; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the National Fish and Wildlife Foundation for funds to provide conservation related training to youth to protect endangered species; 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 and Wildlife Foundation.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with National Fish and Wildlife Foundation and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
***17-13 Consent Calendar**

-2-

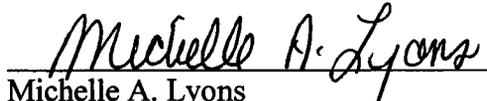
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

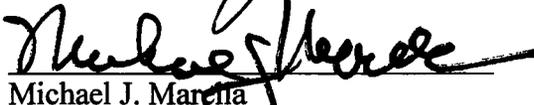

Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marra


Eneida Martinez-Walker

***18-13 Consent Calendar**

Grant Submission: re Arbor Day Foundation for TD Green Grant Program.

**Report
of
Committee
on
CD & Environment**

Submitted: March 3, 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 ECD and Environment begs leave to report; and recommends for adoption the following resolution:

***18-13 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the Arbor Day Foundation's TD Green Streets Grant Program

WHEREAS, the Arbor Day Foundation is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the TD Green Streets Grant Program; and

WHEREAS, funds under this grant will be used to implement and support a local forestry project in low-to-moderate income (LMI) neighborhoods in Bridgeport, Connecticut; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Public Facilities, submit an application to the Arbor Day Foundation in the amount of \$20,000 for the TD Green Streets Grant Program; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

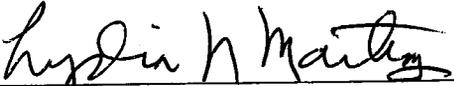
1. That it is cognizant of the City's grant application to and contract with the Arbor Day Foundation to implement and support a local forestry project in low-to-moderate income (LMI) neighborhoods in Bridgeport, Connecticut Bridgeport, Connecticut; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Arbor Day Foundation for the TD Green Streets Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

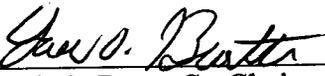


Report of Committee on ECD and Environment
***18-13 Consent Calendar**

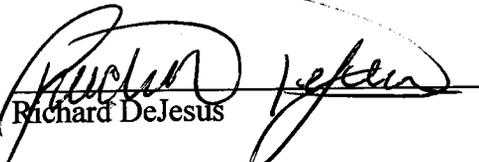
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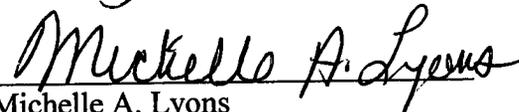
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. March


Eneida Martinez-Walker

***19-13 Consent Calendar**

Grant Submission: re National Council on Aging for Senior SNAP Enrollment Grant Program.

**Report
of
Committee
on
ECB & Environment**

Submitted: March 3, 2014

Adopted: _____

Attest: _____

Fleeta S. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***19-13 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the National Council on the Aging Senior SNAP Enrollment Initiative

WHEREAS, the National Council on the Aging is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Senior SNAP Enrollment Initiative; and

WHEREAS, funds under this grant will be used to provide information and assistance to seniors who are eligible to participate in the Supplemental Nutrition Assistance Program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Social Services, submit an application to the National Council on the Aging in the amount of \$50,000 for the Senior SNAP Enrollment Initiative; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

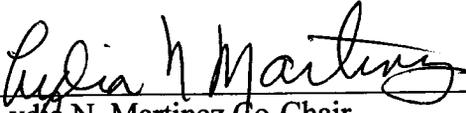
1. That it is cognizant of the City's grant application to and contract with the National Council on the Aging to provide information and assistance to seniors who may be eligible for the Supplemental Nutrition Assistance Program; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the National Council on the Aging for the Senior SNAP Enrollment Initiative and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment
***19-13 Consent Calendar**

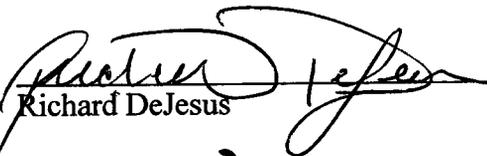
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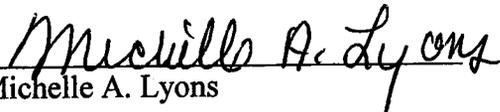
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***21-13 Consent Calendar**

Resolution to donate its share of surplus equipment acquired with a Federal Grant to another Clean Vessel Act within the State of Connecticut.

**Report
of
Committee
on
ECB & Environment**

Submitted: March 3, 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 ECD and Environment begs leave to report; and recommends for adoption the following resolution:

***21-13 Consent Calendar**

A Resolution by the Bridgeport City Council To Donate its Share of Surplus Equipment Acquired with a Federal Grant

WHEREAS, in 1998 the City of Bridgeport Harbormaster acquired a Marine Sewage Disposal Vessel and Trailer (a.k.a. "Equipment") for the purposes of servicing recreational vessels docked, moored or otherwise secured in Bridgeport's waters; and

WHEREAS, the Equipment was acquired with a Federal grant administered through the State of Connecticut Department of Energy and Environmental Protection ("DEEP"), which provided 75% of the Equipment costs; and

WHEREAS, since 2002 the Bridgeport Port Authority and DEEP have provided funding to operate and service the Equipment including all staffing, maintenance and repair; and

WHEREAS, the 15 year old Pump out Boat and trailer with a 2012 value of \$3,300 are nearing the end of their useful life; and

WHEREAS, DEEP, in accordance with Federal criteria established in 43 CFR Part 12 requests the City of Bridgeport to donate their 25% share of the Equipment to another Clean Vessel Act program existing within the State of Connecticut; Now, therefore be it

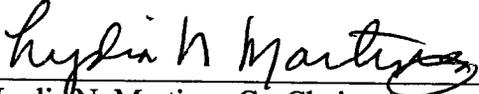
RESOLVED, that the Mayor, or his designee, the Chief Administrative Officer, is authorized to take any and all necessary actions and execute such documents as may be required related to this matter, consistent with the Grant, this resolution, and in the best interest of the City of Bridgeport.



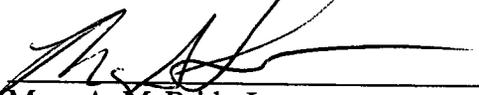
Report of Committee on ECD and Environment
***21-13 Consent Calendar**

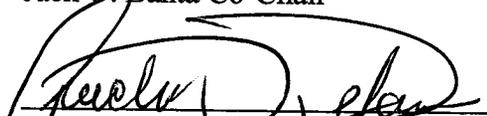
-2-

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


Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marcia


Eneida Martinez-Walker

***22-13 Consent Calendar**

Resolution authorizing the extension of a Tax Incentive, Agreement for the Sycamore Place Apartments, an Affordable Housing Development located at 285 Maplewood Avenue.

**Report
of
Committee
on
ECB & Environment**

Submitted: March 3, 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 **ECD and Environment** begs leave to report;
and recommends for adoption the following resolution:

***22-13 Consent Calendar**

**A Resolution by the Bridgeport City Council
Authorizing the Extension of a Tax Incentive Agreement
for the
Sycamore Place Apartments,
an Affordable Housing Development
at 285 Maplewood Avenue**

Whereas, Sections 8-215 and Section 8-216 of Chapter 133 of the Connecticut General Statutes (the "Statute") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed solely for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Economic and Community Development, (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose; and

Whereas, the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing; and

Whereas, Sycamore Place Apartments, located at 285 Maplewood Avenue (the "Property"), is a 118-unit affordable housing development, deed-restricted exclusively for low and moderate income residents earning less than Sixty (60%) percent of the Area's Median Income; and

Whereas, the Property, was originally constructed and owned by the Bridgeport Rotary Club Housing Corporation (the "Original Owner"); and



Report of Committee on ECD and Environment
***22-13 Consent Calendar**

-2-

Whereas, the Sycamore Housing Associates Limited Partnership, a Connecticut Limited Partnership with an address c/o The Wishcamper Companies, Three Canal Plaza, Suite 501, Portland, Maine 01401, (the “Developer”) purchased the Property for \$4,000,000 on 11/30/2011 and has since invested approximately \$5,000,000 million in the renovation of the Property, including the following improvements: new roof; new windows; new elevators; new kitchens; new floors; new appliances; new fixtures; new paint, as well as an expanded community room; new handicapped accessible units; exterior masonry repairs; new landscaping; parking lot restriping; and signage; (known herein collectively as the “Project”); and

Whereas, the Developer is a for-profit limited partnership, the general partner of which is Charlton Realty, the Managing Member for which is the Wishcamper Companies, a national affordable housing developer and owner; and

Whereas, the Developer manages the Property through its affiliated property management company, Preservation Management Inc (the “Property Manager”), which manages a portfolio of over 10,000 units in 18 states, and has been providing management and resident services at affordable housing properties for more than 17 years; and

Whereas, the Property Manager provides the residents with a Resident Services program, which includes a part time resident Services Coordinator who is responsible for the implementation of the Services Plan for this property, which includes such programs as:

1. Preventative health care education
2. Information regarding available community services
3. Information regarding available community homemaker services
4. Information regarding available health care for elderly and handicap/disabled individuals
5. Information regarding available community transportation particular service for individuals with mobility impairments
6. Information regarding medication programs
7. Computer and internet use
8. Information on financial counseling
9. Information on mental health counseling
10. Reasonable Accommodation process
11. Description of the special accessibility amenities within the apartments and the property

(known herein collectively as the “Resident Services”);



Report of Committee on ECD and Environment
*22-13 Consent Calendar

-3-

Whereas, per resolution dated February 7, 1972, the Bridgeport City Council authorized the abatement of up to one-hundred (100%) percent of the real property taxes on the Property, subject to the City of Bridgeport (the "City") and the Original Owner executing a contract ("Tax Incentive Agreement") that would, per the Statute, restrict occupancy to persons of low or moderate income and that would obligate the Original Owner to use the tax abatement to allow a monthly occupancy cost consistent with such income levels while providing quality housing, all as per the requirements of State Statute and local ordinance; and

Whereas, the Tax Incentive Agreement was executed between the City and the Original Owner on January 14, 1974; and

Whereas per City Council resolution dated November 3, 2003, the City Council allowed for the continuation of the Tax Incentive Agreement, allowing that it could be assigned to a future owner beyond the Original Owner, provided that the City Council approve such a future owner; and

Whereas, per resolution dated March 7, 2011, the City Council approved the Developer as the future owner and Assignee for the Tax Incentive Agreement; and

Whereas, on an administrative level, per the Tax Incentive Agreement, and the City's corollary agreement with the State, the City receives some tax payment directly from the State, subject to the availability of State funding; and

Whereas the City of Bridgeport's Office of Planning and Economic Development ("OPED") finds that the public purposes of the Statute are met with respect to this Project and that the Project is consistent with the City's Master Plan and that it is in the City's interest to support the reinvestment in the Property; and

Whereas, the Developer has presented OPED with an operating pro-forma that shows reasonable operating expenses and reserves as per industry standards; and

Whereas, OPED has conducted the Economic Justification Analysis required by Section 3.20.040 of the City's Tax Incentive Development Program (the "Ordinance") and has concluded that absent the provision of a Tax Incentive Agreement fixing real estate taxes at the schedule attached hereto, the Development shall not attract the capital it needs to proceed; and

Whereas, the Project meets the Eligibility Criteria outlined in Section 3.20.030 of the Ordinance; and

***26-13 Consent Calendar**

Settlement of Pending Litigation with Gregory Jetter.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: March 3, 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 Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

***26-13 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Gregory Jetter	Motor Vehicle Accident	\$169,000.00

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



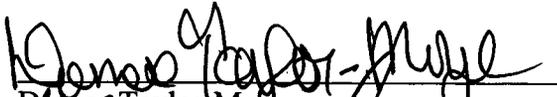
Report of Committee on Miscellaneous Matters
*26-13 Consent Calendar

-2-

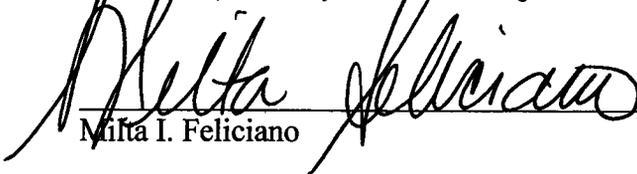
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

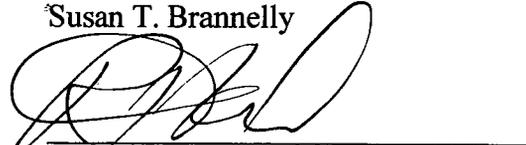

Amy Marie Vizzo-Paniccia, Co-Chair


Patricia Swain, Co-Chair


Denise Taylor-Moye

absent
Susan T. Brannelly


Milfa I. Feliciano


Robert E. Halstead


Jack O. Banta

***30-13 Consent Calendar**

Appointment of John "Jack" Calcutt (R) to the Zoning Board of Appeals Commission.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: March 3, 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 **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***30-13 Consent Calendar**

RESOLVED, That the following named individual be, and hereby is, Appointed to the Zoning Board of Appeals Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

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

December 31, 2014

*This will replace the seat held by Giselle DeValle.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

Amy Marie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denese Taylor-Mbye

absent
Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

***33-13 Consent Calendar**

Appointment of Mack Henry Allen Jr. (D) to the Ethics Commission.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: March 3, 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 **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***33-13 Consent Calendar**

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

NAME

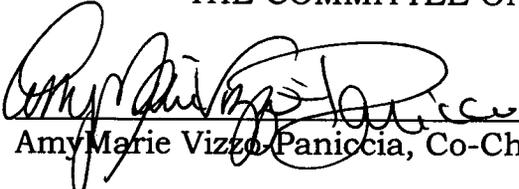
TERM EXPIRES

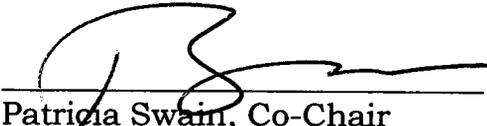
Mack Henry Allen Jr. (D)
374 Bunnell Street
Bridgeport, CT 06607

December 31, 2015

*This will replace the seat held by Robert Filotei.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS


Amy Marie Vizzo Paniccia, Co-Chair

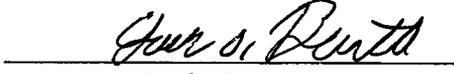

Patricia Swain, Co-Chair


Denese Taylor-Moye

absent
Susan T. Brannelly


Milta I. Feliciano


Robert E. Halstead


Jack O. Banta

Council Date: March 3, 2014

***40-13 Consent Calendar**

Settlement of Pending Litigation with Orlando Lopez.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: March 3, 2014

Adopted: _____

Attest: *Fleeta E Hudson*

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***40-13 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE OF CLAIM</u>
Orlando Lopez	Law Office of Attorney Robert Berke 640 Clinton Avenue Bridgeport, CT 06605	Personal Injury/Civil Rights, 42 USC 1983

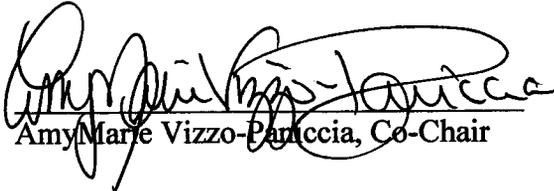
BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts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



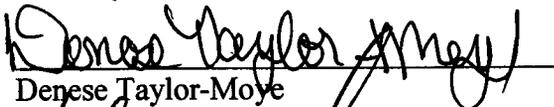
Report of Committee on Miscellaneous Matters
*40-13 Consent Calendar

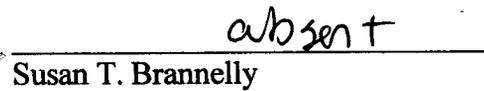
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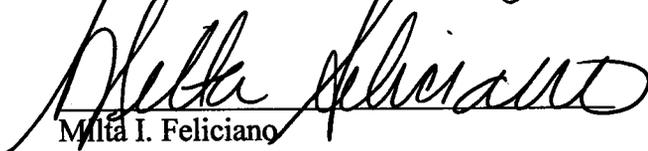
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

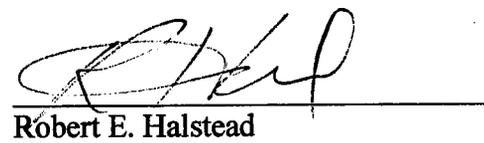

Amy Marie Vizzo-Panuccia, Co-Chair

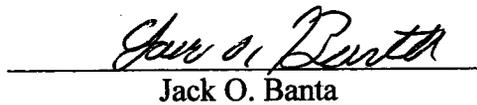

Patricia Swain, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly *absent*


Mila I. Feliciano


Robert E. Halstead


Jack O. Banta



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

-2-

**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 the 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.

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)

COUNTY OF _____)

ss: Town/City 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)

COUNTY OF _____)

ss: Town/City 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]