

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, MAY 4, 2015**

7:00 p.m.

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

**ADDED:**

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

- \*55-14** Budget and Appropriations Committee Report re: Five-Year Capital Plan (CP) for Fiscal Years 2016-2020 (as amended).

AGENDA  
CITY COUNCIL MEETING  
MONDAY, MAY 4, 2015

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

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: March 16, 2015

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 76-14** Communication from OPED re: 2015 Neighborhood Assistance Act Program, referred to Economic and Community Development and Environment Committee.
- 77-14** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Deborah West, **ACCEPTED AND MADE PART OF THE RECORD.**
- 78-14** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with KBE Building Corporation, **ACCEPTED AND MADE PART OF THE RECORD.**
- 79-14** Communication from Mayor re: Reappointment of James W. Giles (D) to the Parks Commission, referred to Miscellaneous Matters Committee.
- 80-14** Communication from Mayor re: Reappointment of Reginald F. Walker (D) to the Planning & Zoning Commission, referred to Miscellaneous Matters Committee.
- 81-14** Communication from Mayor re: Appointment of Leticia Colon (D) to the Zoning Board of Appeals as an Alternate, referred to Miscellaneous Matters Committee.
- 82-14** Communication from Lighthouse Program re: Grant Submission: National Audubon Society, Inc. for a "Wildlife Guards 2015" to be used by the Lighthouse Program, referred to Economic and Community Development and Environment Committee.
- 83-14** Communication from Public Facilities re: Proposed Energy Services Agreement with Bridgeport Microgrid, LLC for the City Hall Microgrid Project, referred to Contracts Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 87-14** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Energy & Environmental Protection Urban Green & Community Garden Initiative Grant (Project #15352), referred to Economic and Community Development and Environment Committee.
- 88-14** Communication from Public Facilities re: Application for Waiver to Extend Driveway Width Entrance Located at Globe Industries on 197 Ash Street, referred to Public Safety and Transportation Committee.

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

- 84-14** Resolution presented by Council Member Torres re: Request that Home Foreclosure action must only be employed after consultation and approval of said action by Common Council, first through appropriate Committee and then as a Whole Council, referred to Ordinance Committee.
- 85-14** Resolution presented by Council Member Torres re: Request that the taking of Vehicles and the action of "Booting" must only be employed after multiple offenses and that a Certified Letter be submitted to the owners of Vehicle and that Notice is provided to the appropriate City Council Committee for their Approval of said action, referred to Ordinance Committee.
- 86-14** Resolution presented by Council Member Torres re: Request that Leaning or the taking of Homes by Foreclosure Action by the WPCA or the City of Bridgeport must only be employed after consultation and approval of said action by the Common Council, first through appropriate Committee and then as a Whole Council, referred to Ordinance Committee.

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

- \*33-14** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of certain City-Owned Properties by Auction, by Sale to Abutter or by Sale to Community Based Housing Development Corporations.
- \*34-14** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of 157 William Street.
- \*49-14(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for May 18, 2015: Acquisition and Disposition of Redevelopment Property in accordance with the Lower East End Municipal Development Plan.
- \*69-14** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Transportation for Dial-A-Ride Grant Program for the Elderly & Disabled (#16408).

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

- \*70-14** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Social Services for Healthy Start Grant Program (#15267).
- \*36-14** Miscellaneous Matters Committee Report re: Reappointment of James Brideau (R) to the Parks Commission.
- \*57-14** Miscellaneous Matters Committee Report re: Appointment of Vincent DiPalma (D) to the Water Pollution Control Authority Commission.
- \*64-14** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Elisa Colon.
- \*65-14** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Carmelo Taveras-Javier.
- \*67-14** Miscellaneous Matters Committee Report re: Workers Compensation Stipulation with Nicholas Cousins.
- \*75-14** Miscellaneous Matters Committee Report re: Appointment of Ana Nilsa Diaz (D) to the Food Policy Council.

**MATTERS TO BE ACTED UPON:**

- 23-14** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Agreement for Crescent Crossings II Project, An 84 Unit Mixed-Income, Affordable Housing Development Located at 252 Hallett Street.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 4, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

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Jacquelyn Cauthen, RN  
397 Charles Street  
Bridgeport, CT 06606

Adolescent Life Skills.

John Marshall Lee  
30 Beacon Street  
Bridgeport, CT 06605

City Finances – Public Information.

Steve Domyan  
MetroCrops, LLC  
73 River Street  
Bridgeport, CT 06605

New England's First Urban High Density  
Indoor Farm.

Bishop John Thompson  
Calvary Temple Christian Center  
319 Barnum Avenue  
Bridgeport, CT 06608

How the C-PACE Program and going green  
helped save church.

Iame' Manucci  
1067 Park Avenue  
Bridgeport, CT 06605

The Domestic Worker's Bill of Rights – Senate  
Bill 446.

**CITY OF BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, MAY 4, 2015  
6:30 PM**

**CALL TO ORDER**

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

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

130<sup>th</sup> District: Susan Brannelly, Enrique Torres  
131<sup>st</sup> District: Jack O. Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: Robert Halstead, Patricia Swain  
133<sup>rd</sup> District: Thomas McCarthy  
134<sup>th</sup> District: AmyMarie Vizzo-Paniccia, Michelle Lyons  
135<sup>th</sup> District: Richard Salter  
136<sup>th</sup> District: Josè Casco, Alfredo Castillo  
137<sup>th</sup> District: Milta Feliciano, Lydia Martinez  
138<sup>th</sup> District: Michael Marella, Melanie Jackson  
139<sup>th</sup> District: Eneida Martinez, James Holloway

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY 11 P 2:48  
ATTEST  
CITY CLERK

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 4, 2015 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

<b>NAME</b>	<b>SUBJECT</b>
<b>Jacquelyn Cauthen, RN</b> 397 Charles Street Bridgeport, CT 06606	Adolescent Life Skills.

Ms. Cauthen came forward and spoke about comprehension health education program she presents that includes life skills and safety. She said that she had been a RN for over 40 years and would like to present this Life Skills program to the Bridgeport Schools. Ms. Cauthen said that she had moved to Bridgeport in 2008 and listed some of the high points of her career since then. Ms. Cauthen said that she is committed to Bridgeport youth, particularly the girls in maintaining personal health. This includes a handbook and a journal. She displayed the book and the packets that the students receive for the Council Members to see. Each student has an adult mentor. Ms. Cauthen said that she was looking for both a location and funding for the program.

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City Council  
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May 4, 2015

**John Marshall Lee**  
30 Beacon Street  
Bridgeport, CT 06605

City Finances – Public Information.

Mr. John Marshall Lee came forward to address the Council Members.

Council President McCarthy, elected Council members, taxpayers, voters and friends of a better vision for our City of Bridgeport.....This is the last chance I will have to speak to you as a voting body before you act on the 2015-16 Operating and Capital Budgets.

Recently I have focused on materials provided to you before a decision and whether it is trustworthy. In the case of approval for \$44 Million of Capital spending, a two page outline of over 30 projects is striking for the information it fails to provide for each project. Perhaps one or more items should be in the Operating Budget where you get some information monthly, rather than the Capital budget where there is no regular reporting mechanism at this time. You need to monitor and verify the money and budgets you vote upon better for real accountability.

In recent appearances I have called into question the number of mistakes and errors that routinely show up in City fiscal documents. I will guess that no one proofreads them or that folks in power do not care what they send out, as they do not expect you to read and reflect on the numbers. Errors are a part of the problem but so is the failure by the City to use its MUNIS fiscal reporting to its full extent by including grants revenue with footnotes, totals of those employed with taxpayer dollars, and meaningful service indicators of performance for departments and programs. Can you trust City reports?

I nominate the Police and Fire Department budgets as presented monthly and in proposed budgets for the Annual Obfuscation Award. Thank you to the Councilman who asked for a budget presentation restricted to the six Office of Policy Management categories. It helps you focus on variances from one month or one year to the next. That executive type summary should become your standard going forward. When you review and need more info you can always request it. Start with the simple display.

However, representing the largest serious problems I find in your budget, are the continued half truths of padding, ghost employees, and half stories. With the experience of Baltimore so recent in our minds, we know that schools, police and youth programs of all kinds are being held up to critical light by the media. For tonight let us postpone schools and police and focus on formal funded youth afterschool and summer program provider, Lighthouse. Pages 315 to 318 of the Proposed Budget provide a most incomplete presentation of this program.

While targeting 3500 youth to be served by after-school and summer programs among others, they report serving no more than 2800 year round. (Crudely estimated  $\$1,750,000 / 2800 = \$625$  per youth expense.) Where are the details listed below included?

When revenue data is requested, NOT APPLICABLE is stated, yet in a recent report to the BOE, Lighthouse claims \$850,000 of registration and fee revenue (and there is no specific info on how many scholarships or fee mitigation cases may exist or such process.)

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In addition the total 2015 budget revenue is \$4,551,362 including Federal grants of \$860,000 and State Department of Education grants of \$570,504 and two other grants from the State of CT totaling \$501,000. ( $\$4,551,362 / 2800 = \$1625.49$  per youth!)

The program is budgeting \$3,651,232 for next year including grants that is twice what they show the City Council. And the BOE charges no rent for school space used by the programs, an in-kind act that is most helpful to Lighthouse expenses and the City budget. Does it serve to offset any of the City listed in-kind contributions to the BOE?

Did the Council look at this program this year? Were any questions asked to explore how the program spends twice what the local taxpayer provides with no further increase than 2800 youth when there are almost 25,000 Bridgeport youth from the K-12 population in public, charter, parochial and other schools? Are you aware that there is a local non-profit serving over 4,200 youth in Westport, Fairfield, and Bridgeport providing similar services and after school and summer programs funded on a budget of \$2.5 Million? Why not benchmark both programs for efficiency?

Who is auditing or monitoring Lighthouse? Has their very necessary light for the youth of our community grown dim and prevented more outreach and programs because fees are too high, because administrative compensation appears excessive, or because the program is no longer a dynamic force? City Council members will you consider a thorough study, followed by a public presentation and hearing, with Council participation? (Whether one of the Budget co-chairs should participate or vote is his ethical decision.) How many parents wish for such a program for their youth yet are left on the sidewalk by the current fee structure or management decisions? Time will tell.

**Steve Domyan**  
MetroCrops, LLC  
73 River Street  
Bridgeport, CT 06605

New England's First Urban High Density  
Indoor Farm.

Mr. Domyan came forward with Ms. Nancy Domyan to speak about his MetroCrops business. He then passed around a package of locally grown kale, which is an example of the produce that his company produces. He said that the goal is producing urban high density indoor farming produce in old factory buildings. He said that in dealing with the Bridgeport officials about the project he was very impressed with the professionalism, the courtesy and cooperation throughout the process.

Ms. Domyan then spoke about the licensing process from the Department of Agriculture and the various phases involved in establishing an urban farm in Bridgeport. She said that she was looking forward to establishing this business in Bridgeport.

**Bishop John Thompson**  
Calvary Temple Christian Center  
319 Barnum Avenue  
Bridgeport, CT 06608

How the C-PACE Program and going green  
helped save church.

Bishop Thompson spoke about how C-Pace, a Commercial Property program that reduced the energy costs and upgrades helped his church. There were two oil burners in the building, which C-Pace replaced with gas burners. The return on the investment was immediate, allowing the church to pay back the cost and to redirect the savings into programs for the church.

**Iame' Manucci**  
1067 Park Avenue  
Bridgeport, CT 0660

The Domestic Worker's Bill of Rights – Senate  
Bill 446.

Ms. Manucci came forward to speak about the Domestic Worker's Senate Bill 446. She explained that a domestic worker is a person who works within their employer's household. Domestic workers perform a variety of household services for an individual or a family, from providing care for children and elderly dependents to cleaning and household maintenance, known as housekeeping.

While there are over 52 million care workers in the world, 2.5 million are located in the United States and there are over 42,000 in the State of Connecticut. This profession makes all the other work possible. Domestic workers have historically been viewed as outside the traditional work force, largely because most are women, often immigrants, doing the work most often done by housewives and servants at home. Due to the nature of domestic work, they are isolated from the rest of the workforce and subjected to round-the-clock physically demanding labor, often with little or no clear separation between work and personal time.

This is an unregulated industry that was intentionally excluded from coverage by federal labor laws, including the Fair Labor Standards Act, National Labor Relations Act, Family Medical Leave Act and the Occupational Safety and Health Act. Yet, it is still a "real job" and often a hard one demanding professionalism and dedication for care workers who do it. They are among the most vulnerable to abuse and mistreatment of all workers, since their workplace typically are not subject to any laws regulating job safety, wage and hour standards or protection against discrimination, including sexual harassment.

The proposed bill, a Domestic Workers' Bill of Rights would establish labor standards that protect the workers basic workplace rights, including health and safety, meals and rest breaks, unemployment benefits, sick time for themselves and caring for family members and freedom from discrimination and harassment.

The employers would receive the highest quality of care for their families and homes by affording the domestic workers dignity and respect. It would also reduce turn over by providing greater stability for the workers and improve the health and safety of the employers.

Council President McCarthy then said that there were no additional speakers signed up to address the Council at this time.

**ADJOURNMENT**

Council President McCarthy adjourned the meeting at 7:03 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, MAY 4, 2015**

**7:00 PM**

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

**Bridgeport, Connecticut**

**CALL TO ORDER**

Mayor Finch called the meeting to order at 7:07 p.m.

**PRAYER**

Mayor Finch then requested Bishop Thompson of the Calvary Temple Christian Center to lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

Mayor Finch then requested Council Member Taylor-Moye to lead those present in reciting the Pledge of Allegiance.

Mayor Finch thanked Bishop Thompson for his prayer and welcomed both Council Member Taylor-Moye back to the City Council and Ed Lavernoich to working with the City again.

Mayor Finch then led the Council Members and those present in singing Happy Birthday to Council Member Lydia Martinez.

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

130<sup>th</sup> District: Susan Brannelly, Enrique Torres  
131<sup>st</sup> District: Jack O. Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: Robert Halstead, Patricia Swain  
133<sup>rd</sup> District: Thomas McCarthy  
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137<sup>th</sup> District: Milta Feliciano, Lydia Martinez  
138<sup>th</sup> District: Michael Marella, Melanie Jackson  
139<sup>th</sup> District: Eneida Martinez, James Holloway

A quorum was present.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: March 16, 2015.**

**\*\* COUNCIL MEMBER MARELLA MOVED THE MINUTES OF MARCH 16, 2015.**

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

**\*\* THE MOTION TO APPROVE THE MINUTES OF MARCH 16, 2015 AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER MARELLA MOVED TO APPROVE THE FOLLOWING AGENDA ITEMS TO BE REFERRED TO COMMITTEES:**

**76-14 COMMUNICATION FROM OPED RE: 2015 NEIGHBORHOOD ASSISTANCE ACT PROGRAM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**77-14 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH DEBORAH WEST, ACCEPTED AND MADE PART OF THE RECORD.**

**78-14 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH KBE BUILDING CORPORATION, ACCEPTED AND MADE PART OF THE RECORD.**

**79-14 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF JAMES W. GILES (D) TO THE PARKS COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**80-14 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF REGINALD F. WALKER (D) TO THE PLANNING & ZONING COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**81-14 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF LETICIA COLON (D) TO THE ZONING BOARD OF APPEALS AS AN ALTERNATE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**82-14 COMMUNICATION FROM LIGHTHOUSE PROGRAM RE: GRANT SUBMISSION: NATIONAL AUDUBON SOCIETY, INC. FOR A "WILDLIFE GUARDS 2015" TO BE USED BY THE LIGHTHOUSE PROGRAM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**83-14 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED ENERGY SERVICES AGREEMENT WITH BRIDGEPORT MICROGRID, LLC FOR THE CITY HALL MICROGRID PROJECT, REFERRED TO CONTRACTS COMMITTEE.**

**87-14 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION URBAN GREEN & COMMUNITY GARDEN INITIATIVE GRANT (PROJECT #15352), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**88-14 COMMUNICATION FROM PUBLIC FACILITIES RE: APPLICATION FOR WAIVER TO EXTEND DRIVEWAY WIDTH ENTRANCE LOCATED AT GLOBE INDUSTRIES ON 197 ASH STREET, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

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

Council President McCarthy pointed out that the listing on the agenda was incorrect and Resolutions were actually being referred to the Ordinance Committee rather than to Boards and Commissions.

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO REFER THE FOLLOWING ITEMS TO THE ORDINANCE COMMITTEE:**

**84-14 RESOLUTION PRESENTED BY COUNCIL MEMBER TORRES RE: REQUEST THAT HOME FORECLOSURE ACTION MUST ONLY BE EMPLOYED AFTER CONSULTATION AND APPROVAL OF SAID ACTION BY COMMON COUNCIL, FIRST THROUGH APPROPRIATE COMMITTEE AND THEN AS A WHOLE COUNCIL, REFERRED TO ORDINANCE COMMITTEE.**

**85-14 RESOLUTION PRESENTED BY COUNCIL MEMBER TORRES RE: REQUEST THAT THE TAKING OF VEHICLES AND THE ACTION OF "BOOTING" MUST ONLY BE EMPLOYED AFTER MULTIPLE OFFENSES AND THAT A CERTIFIED LETTER BE SUBMITTED TO THE OWNERS OF VEHICLE AND THAT NOTICE IS PROVIDED TO THE APPROPRIATE CITY COUNCIL COMMITTEE FOR THEIR APPROVAL OF SAID ACTION, REFERRED TO ORDINANCE COMMITTEE.**

**86-14 RESOLUTION PRESENTED BY COUNCIL MEMBER TORRES RE: REQUEST THAT LEANING OR THE TAKING OF HOMES BY FORECLOSURE ACTION BY THE WPCA OR THE CITY OF BRIDGEPORT**

**MUST ONLY BE EMPLOYED AFTER CONSULTATION AND APPROVAL OF SAID ACTION BY THE COMMON COUNCIL, FIRST THROUGH APPROPRIATE COMMITTEE AND THEN AS A WHOLE COUNCIL, REFERRED TO ORDINANCE COMMITTEE.**

**\*\* COUNCIL MEMBER SWAIN SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

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

**\*33-14 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of certain City-Owned Properties by Auction, by Sale to Abutter or by Sale to Community Based Housing Development Corporations.**

**\*34-14 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of 157 William Street.**

**\*49-14(PHO) Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for May 18, 2015: Acquisition and Disposition of Redevelopment Property in accordance with the Lower East End Municipal Development Plan.**

**\*69-14 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Transportation for Dial-A-Ride Grant Program for the Elderly & Disabled (#16408).**

**\*70-14 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Social Services for Healthy Start Grant Program (#15267).**

**\*36-14 Miscellaneous Matters Committee Report re: Reappointment of James Brideau (R) to the Parks Commission.**

**\*57-14 Miscellaneous Matters Committee Report re: Appointment of Vincent DiPalma (D) to the Water Pollution Control Authority Commission.**

**\*64-14 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Elisa Colon.**

**\*65-14 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Carmelo Taveras-Javier.**

**\*67-14 Miscellaneous Matters Committee Report re: Workers Compensation Stipulation with Nicholas Cousins.**

**\*75-14 Miscellaneous Matters Committee Report re: Appointment of Ana Nilsa Diaz (D) to the Food Policy Council.**

**\*55-14 Budget and Appropriations Committee Report re: Five-Year Capital Plan (CP) for Fiscal Years 2016-2020 (as amended).**

Mayor Finch then asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Lyons requested that Agenda Item 33-14 be removed from the Consent Agenda. City Clerk Hudson then read the revised Consent Agenda into the record.

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED THE FOLLOWING ITEMS AS THE CONSENT AGENDA:**

**\*34-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE DISPOSITION OF 157 WILLIAM STREET.**

**\*49-14(PHO) ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: PUBLIC HEARING ORDERED FOR MAY 18, 2015: ACQUISITION AND DISPOSITION OF REDEVELOPMENT PROPERTY IN ACCORDANCE WITH THE LOWER EAST END MUNICIPAL DEVELOPMENT PLAN.**

**\*69-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR DIAL-A-RIDE GRANT PROGRAM FOR THE ELDERLY & DISABLED (#16408).**

**\*70-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES FOR HEALTHY START GRANT PROGRAM (#15267).**

**\*36-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REAPPOINTMENT OF JAMES BRIDEAU (R) TO THE PARKS COMMISSION.**

**\*57-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF VINCENT DIPALMA (D) TO THE WATER POLLUTION CONTROL AUTHORITY COMMISSION.**

**\*64-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH ELISA COLON.**

**\*65-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH CARMELO TAVERAS-JAVIER.**

**\*67-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKERS COMPENSATION STIPULATION WITH NICHOLAS COUSINS.**

**\*75-14 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF ANA NILSA DIAZ (D) TO THE FOOD POLICY COUNCIL.**

**\*55-14 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: FIVE-YEAR CAPITAL PLAN (CP) FOR FISCAL YEARS 2016-2020 (AS AMENDED).**

**\*\* COUNCIL MEMBER MARELLA SECONDED.**

**\*\* THE MOTION PASSED WITH 17 IN FAVOR (BRANNELLY, BANTA, TAYLOR MOYE, HALSTEAD, SWAIN, MCCARTHY, LYONS, VIZZO-PANICCIA, SALTER, CASCO, CASTILLO, L. MARTINEZ, FELICIANO, MARELLA, JACKSON, E. MARTINEZ, AND HOLLOWAY) AND ONE OPPOSED (TORRES).**

Council Member Torres said that he would have pulled agenda item 55-14 from the Consent Calendar, but missed the opportunity.

**\*33-14 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of certain City-Owned Properties by Auction, by Sale to Abutter or by Sale to Community Based Housing Development Corporations.**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED AGENDA ITEM 33-14.**

**\*\* COUNCIL MEMBER LYONS SECONDED.**

**\*\* COUNCIL MEMBER LYONS MOVED TO AMEND AGENDA ITEM 33-14 AS FOLLOWS:**

**I HEREBY MOVE TO AMEND AGENDA ITEM 33-14 REGARDING THAT THE PROPERTY AT 104 JOURMIRE ROAD BE AUCTIONED OR SOLE ON THE CONDITION THAT:**

**(1) IT IS TO BE USED EXCLUSIVELY AS OWNER OCCUPIED HOUSING FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS; AND**

**(2) THAT ANY DEED TRANSFERRING TITLE OWNERSHIP FROM THE CITY TO ANY PURCHASER BY AUCTION OR SALE WILL CONTAIN A REVERTER PROVISION TO THE EFFECT THAT IN THE EVENT OF AND AT SUCH TIME AS THE PREMISES KNOWN AS 104 JOURMIRE ROAD BECOMES OCCUPIED BY OTHER THAN AN OWNER OR OWNERS IN RESIDENCE, THEN TITLE WILL IMMEDIATELY REVERT TO THE CITY OF BRIDGEPORT WITHOUT COMPENSATION.**

**\*\* COUNCIL MEMBER MARELLA SECONDED.**

Council Member Lyons said that she did some investigative work and some of the parties that were interested in the parcel on Jourmire Road as an investment. Many of these parcels in this area are then turned into student housing, which is why the amendment includes the statement that this should be an owner occupied parcel. She spoke about the parties that occur in the area and said that the other residents of Jourmire Road had requested this amendment.

Council Member Holloway said that there had been a pattern of the OPED giving the property away in the East End. One parcel he knew about was given to a church that abutted the land and the parcel was taken off the tax rolls.

**\*\* COUNCIL MEMBER TORRES MOVED TO TABLE AGENDA ITEM 33-14 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN CITY-OWNED PROPERTIES BY AUCTION, BY SALE TO ABUTTER OR BY SALE TO COMMUNITY BASED HOUSING DEVELOPMENT CORPORATIONS AND SEND IT BACK TO COMMITTEE.**

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

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON:**

**23-14 Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Agreement for Crescent Crossings II Project, An 84 Unit Mixed-Income, Affordable Housing Development Located at 252 Hallett Street.**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED AGENDA ITEM 23-14.**

**\*\* COUNCIL MEMBER MARELLA SECONDED.**

Council Member Torres said that this was an example of the tax abatements that would fall in line with Council Member Holloway's concerns. Council Member Torres said that the City was the highest taxed city in the nation. Mayor Finch said that Bridgeport was not the highest taxed city.

Council Member Torres said that the developers were among the highest income bracket but the people of Bridgeport were being asked to help this developer by giving more. He said that the City should not pass along a tax break to the property owners.

Council Member Holloway said that this type of proposal had the Federal Government behind it. He said that it would be important to remember this.

Council Member Taylor-Moye said that people were forgetting the fact that there were terms being included and the City has the right to bring the developers back to the table. She added that if Bridgeport wants to have affordable housing, this is how it happens. This is how a safe and secure environment is provided for those who need affordable housing. She asked the Council Members what they were looking for?

Council Member Halstead said that a 2/3rd reduction of taxes for the land and building is hard when people are struggling to pay their taxes. He went on to express his concerns about this item.

Council Member Torres then said that the City had not tested the waters in Bridgeport. The developers come in and shake the City down. The fact that the land cost them nothing and on top of that, the taxpayers are being asked to pay more to underwrite the project. He suggested that this project could go to Habitat and have them handle the project. He said that the guidelines that are used to calculate the affordable housing included Greenwich. The rents from this project will be going to the Greenwich owners.

Mayor Finch said that while Habitat was an interesting idea, but they don't build on large scale.

Council Member Taylor-Moye agreed with the Mayor and said that it would take Habitat a long time to handle a project like this. She said that the Council was here to insure that things work well for the residents.

Council Member Halstead said that Habitat had done two other houses and went on to speak about how well they did their work. He mentioned Superstorm Sandy and concerns about that.

Council Member Torres said that the Council will be dealing with this time and time again. Anytime the City cuts the taxes for a developer, the residents lose. Any time that the Economic Development does this, the residents lose because the City provides police and fire along with other services for the residents. It would be a major loss for the City.

Mayor Finch congratulated OPED on their work. He reminded everyone that there were residents who were living in substandard conditions in the City and the City was responsible for marshalling all the resources possible to change this. HUD was no longer doing any large scale projects as they had in the past. The only large scale projects that are going forward are partnership with private developers across the nation. He said that for as long as he had been around none of the developers had gotten a tax break without returning significant social benefits. This project would provide 35 years of affordable housing for the City. This is what inner City development looks like in America now. The cities must be ingenious and find ways to leverage the market. This 30 million dollar project for 177 housing units would leverage more jobs in Bridgeport. He said that it was incumbent upon those who were opposed to this project to look at other cities and see how they are managing these types of housing projects. They should look the residents who are currently in substandard housing in the eye and tell them that they have a better plan and how it would be done. He repeated his appreciation of Economic Development Department in their efforts to move this forward. These types of projects will continue to be brought forward because the goal is to increase employment in the City and improve the housing for the residents. This is what economic expansion looks like and is not to be feared.

Council Member Halstead expressed several other concerns he had about the project.

Council Member Martinez reminded everyone that the Council Members were to look out of the residents. She then asked where the children were going to go to school. Charter schools are

not the answer. Bridgeport residents already pay high taxes and this would put more students in an already overcrowded District.

**\*\* THE MOTION FOR AGENDA ITEM 23-14 FAILED TO PASS WITH EIGHT (8) IN FAVOR (BRANNELLY, BANTA, TAYLOR-MOYE, MCCARTHY, VIZZO-PANICCIA, MARELLA, E. MARTINEZ, AND HOLLOWAY) AND TEN (10) AGAINST (TORRES, HALSTEAD, SWAIN, LYONS, FELICIANO, CASCO, CASTILLO, SALTER, L. MARTINEZ, AND JACKSON).**

**ADJOURNMENT**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER MARELLA SECONDED.**

**\*\* THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 7:51 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services



BILL FINCH  
Mayor

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

DAVID M. KOORIS  
Director

April 24, 2015

COMM. #76-14 Referred to ECD&E Committee on  
5/4/2015

Fleeta Hudson  
City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, Ct. 06604

**Re: 2015 Neighborhood Assistance Act**

Dear Ms. Hudson,

The Office of Planning & Economic Development requests review and approval of the attached list of organizations who are applying for approval under the 2015 Neighborhood Assistance Act. The NAA provides tax credits to businesses who contribute to community programs that have received both municipal and state approvals.

Your consideration of this matter is appreciated. Please feel free to call me at 203 727-2707 with any questions.

Sincerely,

Max Perez  
Senior Economic Development Associate  
City of Bridgeport  
Office of Planning & Economic Development  
999 Broad Street  
Bridgeport, CT 06604  
Tel: (203) 576-3976  
Fax: (203) 576-3979  
Cell: (203) 727-2707

ATTEST  
CITY CLERK

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2015 APR 27 P 3:28



CITY OF BRIDGEPORT

2015 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

<u>ORGANIZATION</u>	<u>PROGRAM</u>
<u>AMOUNT</u>	
1. Big Brothers Big Sisters of SW Ct, Inc. \$150,000	Mentoring in Bridgeport Community
2. Bridgeport Public Education Fund, Inc. \$150,000	Bridgeport Public Education Education Enrichment Program
3. Burroughs Community Center, Inc \$20,000	Energy Efficiency Upgrade
4. Central Ct Coast YMCA \$50,000	South End Community Center
5. Central Ct Coast YMCA \$50,000	PALS Day care Centers
6. Junior Achievement of Western Ct, Inc. \$50,000	financial literacy programs
7. Mercy Learning Center \$150,000	Literacy and Life Skills Program
8. Wakeman Memorial Asst, Inc \$75,000	Greater Futures for Bridgeport Children
9. First Baptist Church Development Corp \$150,000	Energy Conservation project
10. International Institute of CT, Inc \$15,000	Energy Conservation Improvents
11. Habitat for Humanity of Coastal Fairfield County \$150,000	Bridgeport Neighborhood Build #3
12. Witness Project of CT, Inc \$25,000	Eat for Life

- |   |                                |
|---|--------------------------------|
| 13. Hall Neighborhood House, Inc<br>\$125,000   | Hall arts academy              |
| 14. School Volunteer Association of Bridgeport<br>\$12,000  | School Volunteer Programs      |
| 15. Southwestern Area Health Education Center, Inc<br><br>\$24,000  | Manage the Asthma programs     |
| 16. Boys and Girls Club of Bridgeport, CT<br>\$150,000  | Orcutt programs                |
| 17. Boys and Girls Club of Bridgeport, CT<br>\$150,000  | Operating and Capital Campaign |
| 18. Visiting Nurse Services of Connecticut Inc<br>\$95,000  | Computer Hardware              |
| 19. Bridgeport Economic Development Corporation<br>Development Plan; Neighborhood assistance for capital expenditures and<br>administration related to projects in the Bridgeport Eco-Technology Park.<br>\$150,000 | West End Municipal             |
| 20. Connecticut Zoological Society<br>\$100,000   | Green Tiger Roof               |

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Laske, III

ASSISTANT CITY ATTORNEYS  
Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS

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



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

April 27, 2015

COMM. #77-14 ACCEPTED AND MADE PART OF THE RECORD  
on 5/4/2015

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

Re: **SETTLEMENT OF CLAIM**  
**DEBORAH WEST V. ERIC LARACUENTE, ET AL**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$18,000.00 payable to Trantolo & Trantolo, Trustees for Mrs. Deborah West. The action was claiming personal injuries to Ms. West when, on August 29, 2012, she was involved in a motor vehicle collision with a police cruiser operated by Officer Eric Laracuate. She alleges injuries to her neck, back and head including a concussion and PTSD.

Pursuant to the City Council's 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/dlk

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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. Ingraham  
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John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers

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

April 29, 2015 COMM. #78-14 Accepted And Made Part of The Record  
on 5/4/2015

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

Re: **SETTLEMENT OF LAWSUIT**  
**KBE BUILDING CORPORATION V. CITY OF BRIDGEPORT, ET AL**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the compromise amount of \$15,000 payable to KBE Building Corporation and/or its attorney Paul Shafir of 110 Whitney Ave., New Haven, CT. The action was claiming additional payment for construction work performed on property owned by the City on Waterview Avenue.

Pursuant to the City Council's 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 Paralegal, Margo Litz, 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/mta

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APR 29 12:27  
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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  
MEMORANDUM

BILL FINCH  
Mayor

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: April 27, 2015  
RE: Boards & Commissions

Please place the following name on the May 4, 2015 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the Park Commission:

James W. Giles (D)  
45 Williamsburg Drive  
Bridgeport, CT 06606

This term will expire 12/31/18.

BF/lac

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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  
MEMORANDUM

BILL FINCH  
Mayor

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: April 27, 2015

RE: Boards & Commissions

Please place the following name on the May 4, 2015 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the Planning & Zoning Commission:

Reginald F. Walker (D)  
48 Hazelwood Avenue  
Bridgeport, CT 06605

This term will expire on 12/31/17.

BF/lac

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2015 APR 29 P 12:08



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  
MEMORANDUM

BILL FINCH  
Mayor

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch *Bill Finch*  
DATE: April 27, 2015  
RE: Boards & Commissions

Please place the following name on the May 4, 2015 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an alternate appointment to the Zoning Board of Appeals:

Leticia Colon (D)  
133 Post Street  
Bridgeport, CT 06610

This will replace the seat held by James Eagen and the term will expire 12/31/17.

BF/lac

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CITY CLERK

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

YOUTH SERVICES - LIGHTHOUSE PROGRAMS

45 Lyon Terrace - Room 301  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7252 • (203) 576-7239

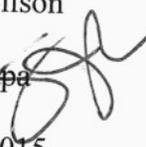
BILL FINCH  
Mayor

TAMMY PAPA  
Director



COMM. #82-14 Referred to ECD&E Committee on  
5/4/2015

To: Frances Wilson

From: Tammy Papa 

Date: April 29, 2015

Re: Proposed Resolution to be referred to ~~Contracts Committee~~

*ECD+E Committee 4/29/2015  
FO.*

Attached please find thirteen copies of a proposed resolution for contract committee review. If possible, can it be placed on the May 4<sup>th</sup> council meeting agenda to be referred to committee?

Thank you and if you have any questions, please feel free to contact me.

Thanks,  
Tammy

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**PROPOSED RESOLUTION**

WHEREAS, the City of Bridgeport, Department of Youth Services applied to the National Audubon Society, Inc. for a "WildLife Guards 2015" in an amount of \$20,425.00 provided the City of Bridgeport provide a match of an additional \$5,000.00; and

WHEREAS, the WildLife Guards 2015 grant funds are to be disbursed pursuant to the Bird and Beach Stewardship by a Youth Conservation Corps, dated December 31, 2014 between National Fish and Wildlife Foundation and National Audubon Society, Inc., Agreement #1401.14.045444; and

WHEREAS, funds to meet the City's \$5,000.00 match have been identified through the Lighthouse general fund budget and

WHEREAS, the WildLife Guards 2015 Grant funding and the City's match will be used to by the Lighthouse Program to oversee the recruiting, hiring, payroll, and general job training of 10 Wildlife Guards during the Summer of 2015 to encourage the 3,300 members of the public to share 63 acres of shoreline with beach-nesting birds at Pleasure Beach.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BRIDGEPORT CITY COUNCIL, that the Mayor be and is hereby authorized to accept the National Audubon's Society, Inc. 's "WildLife Guards 2015" Grant for the purposes stated herein and that the Mayor or the City's Director of Youth Services be authorized to accept the WildLife Guards 2015 Grant funding and execute any and all documents as approved by the Office of the City Attorney to effectuate the program set forth herein.



## GRANT AGREEMENT

**THIS AGREEMENT** is hereby made by and between National Audubon Society, Inc. (“Audubon”) and City of Bridgeport, Department of Youth Services (“Recipient”) according to the following terms and conditions:

**I. AUDUBON:** Audubon is identified as follows:

National Audubon Society, Inc.  
225 Varick Street, 7<sup>th</sup> Floor  
New York, New York 10014

Project Manager’s Name: Corrie Folsom-O’Keefe  
Address: 185 East Flat Hill Road  
Southbury, CT 06488

Business Telephone: 203-405-9116

**II. PROJECT TITLE:** WildLife Guards 2015

**III. RECIPIENT:** The Recipient is identified as follows:

Name: City of Bridgeport, Department of Youth Services

Project Manager Name: Tammy Papa  
Address: 45 Lyon Terrace  
Bridgeport, CT 06604

Business Telephone: 203-576-7252  
E-mail: Tammy.papa@bridgeportct.gov

**IV. PROJECT DESCRIPTION:**

Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.

All work under this Agreement shall comply with all relevant laws and regulations, including, but not limited to, the provisions of Section VIII (12) below. All funds provided to Recipient pursuant to this Grant Agreement shall be expended on the Project, and shall in no way be used to compensate Recipient.

The specific work to be performed shall be as described in Exhibit A (the "Work") pursuant to the budget specified in Exhibit B (the "Budget", and together with the Work, the "Project), each such Exhibit A and B attached hereto and incorporated herein.

**V. TERMS OF PAYMENT:** Audubon shall disburse to Recipient a total of **\$20,425.00** in the following manner: Audubon will disburse to Recipient (i) \$10,212.50 on July 1, 2015, and (ii) \$10,212.50 on August 31, 2015. The final disbursement shall be made to the Recipient with receipt of the Final Report described in Section VIII (3) below.

Recipient acknowledges that all of Audubon's obligations under this Agreement are contingent on funding from third party sources, and agrees that in the event of any cancellation of such third party funding, Audubon may terminate this Agreement pursuant to Section VIII (9) below.

**VI.** Audubon's funding for the Project is made pursuant to the following grant agreement(s)" Bird and Beach Stewardship by a Youth Conservation Corps, dated December 31, 2014 between National Fish and Wildlife Foundation and National Audubon Society, Inc., Agreement # 1401.14.045444" (the "Master Grant(s)"), attached hereto as Exhibit C, and incorporated herein. Recipient agrees to comply with all the terms and conditions of the Master Grant(s) with which Audubon must comply as if Recipient was named therein in place of Audubon.

**VII. TERM OF AGREEMENT:** This Agreement will take effect on March 1, 2015 and will terminate on September 15, 2015

**VIII. CONDITIONS:** In accepting this Agreement, Recipient hereby agrees to the following terms and conditions:

1. Recipient shall use the funds provided for herein only for those specific purposes described herein and in the project proposal approved by Audubon, unless otherwise agreed in writing by Audubon.
2. RESERVED
3. Recipient shall provide Audubon with a final report by September 15, 2015 that includes a full accounting of Recipient's actual expenses. Recipient agrees to participate in a project wrap up meeting or conference call upon completion of the project prior to October 1, 2015. Recipient shall return any funds remaining upon completion of the Project to Audubon within thirty (30) days of completion.
4. Audubon shall have the right to audit all of Recipient's financial records pertaining to Audubon. All financial records must be maintained separately from all other accounts.
5. At Audubon's option, Audubon has the right to claim ownership of any equipment purchased by Recipient with Audubon funds provided for hereby. Any equipment not permitted by Audubon to be retained by Recipient

shall be returned at the time of the Project's completion or disposed of in accordance with Audubon's instructions.

6. All right, title and interest to data collected pursuant to this Agreement (the "Data") shall be owned jointly by Audubon and Recipient. Both parties shall have the right to use, reproduce, distribute and make derivative works from the Data without reference to the other party. Other copyrightable materials (the "Materials") created pursuant to this Agreement shall be owned by Audubon. Material shall include all reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Recipient, its employees, agents, or subcontractors.
7. Recipient will give appropriate credit to Audubon for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Project. Recipient will provide Audubon with copies of such materials for review and approval prior to publication and as part of the reporting process. Acknowledgement of Audubon shall be made in the following manner: *"This Project is supported by Audubon."*
8. Recipient may publish or make a presentation on the research results from the Project; provided, however, that prior to any such publication or presentation Recipient will provide a copy of the proposed material to Audubon for advance review, protection of any intellectual property described therein, and for deletion of any inadvertently-included Audubon confidential information. Upon receipt, Audubon may request an additional reasonable delay from the date of Audubon's receipt of Recipient's document. Recipient will forward two copies of any such publication to Audubon.
9. Notwithstanding anything to the contrary contained in this Agreement, should the Recipient fail to comply with any of the conditions of this Agreement, Audubon may, at its sole discretion, immediately terminate this Agreement. In the event of termination, Audubon may cancel all unpaid installments under this Agreement. Audubon also reserves the right to recall all unexpended funds or be reimbursed by Recipient should Audubon, in its sole discretion, determine that funds have been expended in violation of the terms of this Agreement. Audubon will provide Recipient with written notice of such termination, the reasons therefor and the amount of all funds to be returned or reimbursed. Recipient shall return or reimburse Audubon for such funds within thirty (30) days of receipt of such notice. This Agreement may also be terminated by mutual agreement or by Audubon with or without cause upon prior written notice.
10. Recipient is expected to behave humanely toward animals encountered in fieldwork, and Recipient's behavior will be evaluated in this regard by Audubon. Recipients should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:
 

*"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."*
11. Recipient has no authority to enter contracts or agreements on behalf of Audubon unless agreed to by Audubon in writing. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that Recipient (or any of its employees or associates) is not an employee of Audubon and nothing in this Agreement confers such employee status upon Recipient or any of its employees or associates. Recipient acknowledges and agrees that it shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. Recipient declares that Recipient has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
12. (a) Recipient shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, including, but not limited to, the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the State of **Connecticut** or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Agreement.

(b) Recipient certifies that there was no conflict of interest in its application for this Agreement. Recipient further certifies that the funds provided for hereby will not be expended for payments that are, or give the appearance of, a conflict of interest, except as disclosed in writing to Audubon and allowed by Audubon prior to such expenditure.

(c) (1) Recipient certifies that the Recipient will not:

A. Attempt to influence legislation or support lobbying within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Audubon; or

B. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

(2) Recipient shall abide by U.S., state and local laws with regard to non-discrimination with respect to individuals working under this Agreement on the basis of race, color, religion, sex, age, sexual orientation, disability, national or ethnic origin veteran status or any other prohibited basis.

- 13. Recipient agrees to indemnify, defend, save and hold harmless Audubon from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Recipient, its agents or employees in the performance of this Agreement.
- 14. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
- 15. This Agreement shall not become effective unless and until its provisions have been agreed to by Recipient and the Agreement is duly executed by the parties hereto.
- 16. This Agreement is entered into in the State of New York and shall be construed in accordance with the internal substantive laws of New York applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State and County of New York; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

**NATIONAL AUDUBON SOCIETY, INC.**

\_\_\_\_\_  
Name: Stewart Hudson  
Executive Director & Vice-President

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

**City of Bridgeport, Department of Youth Services:**

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

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

Sub-Grant Agreement  
Project Description & Budget  
EXHIBITS A & B

**City of Bridgeport WildLife Guards**

Project Description:

The Lighthouse Program will oversee the recruiting, hiring, payroll, and general job training of 10 Wildlife Guards during the summer of 2015. The Guards will work 6hrs/day, 5 days/week for 8 weeks from July 1, 2015 through August 22, 2015.

The City of Bridgeport will meet with Audubon and Roger Tory Peterson Institute (in person or via conference call) every two weeks during the summer to map out and coordinate implementation of the project activities, monitor progress, address issues, and ensure all objectives are met.

Proposed Budget:

Itemized Expenses

10 WildLife Guards (39 days for 6 hours per day at \$10 per hour)	\$23,400.00
Admin Costs	\$2,025.00
Match Provided by City of Bridgeport	-\$5,000.00
<b>Total</b>	<b>\$20,425.00</b>

**NATIONAL FISH AND WILDLIFE FOUNDATION  
GRANT AGREEMENT**

**PROJECT:** 1401.14.045444 (Bird and Beach Stewardship by a Youth Conservation Corps (CT))

**PROPOSAL ID:** 45444

**NFWF RECIPIENT:** National Audubon Society, Inc.

**RECIPIENT TYPE:** Non-profit Corporation

**PERIOD OF PERFORMANCE:** October 1, 2014 to December 31, 2015

**PROJECT DESCRIPTION:** Deploy 10 students to encourage the 3,300 members of the public to share 63 acres of shoreline with beach-nesting birds at Pleasure Beach in Bridgeport, Connecticut. Project will train students to educate beachgoers and monitor nesting areas; and educate 35 staff from 10 municipalities about managing habitat areas.

**NFWF AWARD:** \$41,159

<b>FUNDING SOURCES</b>	<b>AMOUNT</b>	<b>CFDA NUMBER</b>
U.S. Fish and Wildlife Service (FA.A064)	\$22,222	15.663
Environmental Protection Agency (FC.R220)	\$18,937	66.437

**NON-FEDERAL MATCH REQUIREMENT:** \$56,138

**FEDERAL MATCH REQUIREMENT:** N/A

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Recipient for the purposes of satisfactorily performing the Project described in a full proposal titled "Bird and Beach Stewardship by a Youth Conservation Corps (CT)" and incorporated into this grant agreement by reference. The NFWF Award is provided on the condition that the NFWF Recipient agrees that it will raise and spend at least \$56,138 in matching contributions on the Project. Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above.

**NFWF RECIPIENT CONTACT INFORMATION**

Recipient Name: Patrick Comins  
Recipient Address: Audubon Bent of the River  
185 East Flat Hill Road  
Southbury, CT 06488  
Recipient Phone: 203-264-5098  
Recipient Email: pcomins@audubon.org

**NFWF CONTACT INFORMATION**

NFWF Grants Administrator: Rachael Evarts  
NFWF Address: 1133 Fifteenth Street, NW  
Suite 1100  
Washington, DC 20005  
NFWF Phone: 202-857-0166  
NFWF Fax: 202-857-0162  
NFWF Email: Rachael.Evarts@nfwf.org

## **NFWF PROCESS**

### Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following three criteria: 1) Matching Contributions must be non-federal in nature and not presented as match to any other federal program(s); 2) Matching Contributions must be committed directly to the Project and must be used within the Period of Performance as identified on page 1 of this grant agreement; and 3) Matching Contributions must be voluntary in nature. Funds presented for fulfillment of mitigation, restitution, or other permit or court-ordered settlements are not eligible.

### Documentation of Matching Contributions.

1. Cash, Goods and Services, and/or Property. The NFWF Recipient must report to NFWF as a part of the final report, the Matching Contributions received by the NFWF Recipient and expended in connection with the Project. The match report must include the name and address and contribution amount of any donor who contributes \$500 or more to the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in the OMB Circulars.

2. Property. The NFWF Recipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

The NFWF Recipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Recipient as required by applicable Federal regulations.

### Restrictions on Use of Funds.

No Funds provided by NFWF pursuant to this grant agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, terrorist activities, or activities in violation of the Foreign Corrupt Practices Act.

### Payment of Funds.

To be eligible to receive funds, NFWF Recipient must 1) return to NFWF an original executed copy of the grant agreement for the Project; 2) submit any due financial and programmatic reports; and 3) submit a complete and accurate payment request. NFWF Recipient may request funds by submitting a Payment Request via Easygrants. In the event that submission of a Payment Request via Easygrants is not possible, NFWF Recipient may arrange with their NFWF Grants Administrator to submit the Payment Request via alternate means. NFWF Recipient may request advance payment of funds prior to expenditure provided that 1) NFWF Recipient demonstrates an immediate need for advance payment; and 2) NFWF Recipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Recipient's needs. In all other

cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

Interim Programmatic Reports.

The NFWF Recipient will submit an interim programmatic report to NFWF based on the reporting schedule below. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system.

Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Recipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Recipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

Final Reports.

No later than 90 days after the completion of the Project, the NFWF Recipient will submit 1) a final financial report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; 2) a final programmatic report summarizing and evaluating the accomplishments achieved during the Period of Performance; 3) a representative number of photographs depicting the Project; and 4) copies of any publications, press releases and other appropriate products resulting from the Project. The final reports should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final report submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

Reporting Due Dates.

October 1, 2015	Interim Programmatic Report
October 31, 2015	Annual Financial Report
March 31, 2016	Final Financial Report
March 31, 2016	Final Programmatic Report

Amendments.

During the life of the Project, the NFWF Recipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the Project by the end of the Period of Performance, or in submitting reports by their due dates. If the NFWF Recipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Recipient must seek approval from the Grants Administrator. Amendment requests should be initiated by the NFWF Recipient upon determination of a deviation from the original grant agreement. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary. Amendment requests are to be submitted via NFWF's Easygrants system.

Termination.

Failure by the NFWF Recipient to comply with any material term of this grant agreement shall be deemed to be a default in this grant agreement and constitute cause for NFWF to terminate this grant agreement by written notice to the NFWF Recipient and to pursue any legal remedy to which NFWF may be entitled.

The NFWF Recipient may terminate this grant agreement by written notice to NFWF. In the event of termination of this grant agreement prior to Project completion, the NFWF Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

- a. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).
- b. Place no further work orders or enter into any further subawards or subcontracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.
- c. Terminate all pending Project work orders, subawards, and subcontracts for work that has not yet commenced.
- d. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and subcontracts.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Recipient under this grant agreement, whether completed or in progress.
- f. Return to NFWF any unobligated portion of the Award.

## **REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL**

### Binding Obligation.

This grant agreement has been duly executed by a representative of the NFWF Recipient with full authority to execute this grant agreement and bind the NFWF Recipient to the terms hereof. After execution by the representative of the NFWF Recipient named on the signature page hereto, this grant agreement will represent the legal, valid, and binding obligation of the NFWF Recipient, enforceable against the NFWF Recipient in accordance with its terms.

### Assignment; Subawards and Subcontracts.

The NFWF Recipient may not assign this grant agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF. The NFWF Recipient may not provide subawards nor enter into subcontracts without the prior written approval of NFWF. Subawards and subcontracts with known parties disclosed in the proposal budget are deemed to be approved.

### Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Recipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

### Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Recipient beyond the terms stated in this grant agreement.

### Publicity and Acknowledgement of Support.

The NFWF Recipient agrees to give appropriate credit to NFWF and the Long Island Sound Study (LISS) for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this grant agreement or any of the project deliverables associated with this grant agreement. The NFWF Recipient must obtain prior NFWF approval for the use of the NFWF and LISS logo or the logo of any Funding Source on any public information releases concerning this Award.

### Posting of Final Reports.

The NFWF Recipient gives NFWF the right and authority to publicize NFWF's financial support for this grant agreement and the Project in press releases, publications and other public communications. The NFWF Recipient hereby acknowledges its consent for NFWF and any Funding Source identified in this grant agreement to post its final reports on their respective websites. In the event that the NFWF Recipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Recipient shall so notify NFWF and any Funding Source identified in this grant agreement and

clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

Website Links.

The NFWF Recipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Recipient in connection with the Project.

Evaluation.

The NFWF Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the date on which the final financial and programmatic reports are provided.

Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this grant agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this grant agreement.

Indemnity.

The NFWF Recipient shall indemnify and hold harmless NFWF, any Funding Source identified in this grant agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project. The terms of this provision will survive termination of this grant agreement.

Choice of Law/Jurisdiction.

This grant agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this grant agreement, the NFWF Recipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this grant agreement.

Compliance with Laws.

In conducting its activities relating to the Project, the NFWF Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this grant agreement.

Insurance.

The NFWF Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by the NFWF Recipient and associated with this Award in any way. The terms of this provision will survive termination of this grant agreement.

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
RELATING TO FEDERAL FUNDS**

The NFWF Recipient must read and understand certain Federal regulations, including but not limited to, those identified below which may be located on the Internet at <[www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)>. If a NFWF Recipient does not have access to the Internet, it should ask its NFWF Grants Administrator for copies. Many Federal agencies have agency-specific regulations that govern the issuance of awards and subawards with their funds; it is the obligation of the NFWF Recipient to review and comply with any such regulations issued by its Federal agency Funding Source(s).

If the NFWF Recipient is a non-profit organization, it will need to understand and comply with (i) OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and, (ii) depending on what kind of organization it is, either (a) OMB Circular A-21 "Cost Principles for Educational Institutions" or (b) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," in addition to other applicable Federal regulations.

If the NFWF Recipient is a State, Local or Tribal Government, it will need to understand and comply with OMB Circulars A-102 "Grants and Cooperative Agreements with State and Local Governments" and A-87 "Cost Principles for State, Local, and Indian Tribal Governments," in addition to other applicable Federal regulations.

A-133 Audits.

If the NFWF Recipient is any type of U.S. organization and it expends an aggregate of \$500,000 or more from all Federal sources in a fiscal year, it is subject to a special kind of audit as detailed in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," which it will need to understand and comply with, in addition to other applicable Federal regulations.

Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Recipient that exceeds \$250 must be reported to NFWF, and the disposition of those funds negotiated with NFWF.

Subcontractor Lobbying.

The NFWF Recipient agrees, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subcontractor Debarment and Suspensions.

The NFWF Recipient shall enter into no contract or subcontract using Federal funds provided by NFWF with any party listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension).

Disclaimers.

Payments made to the NFWF Recipient under this grant agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Recipient through this grant agreement, including the U.S. Government, for the Project. All information submitted for publication or other public releases of information regarding this grant agreement shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or the National Fish and Wildlife Foundation."

Davis-Bacon Act.

If applicable to the Project, the NFWF Recipient shall be subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction").

Copeland "Anti-Kickback Act".

If applicable to the Project, the NFWF Recipient shall be subject to the provisions of the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Rights to Inventions.

If applicable to the Project, the NFWF Recipient shall abide by the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) and any implementing regulations issued by the Federal agency(ies) that provide funds for this grant agreement.

**ADDITIONAL TERMS**

Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection  
41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

Trafficking in persons.

The NFWF Recipient may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The NFWF Recipient must include the requirements of the Prohibition Statement below in any subaward the NFWF Recipient makes to a private entity. The term "private entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25 and includes: (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe in 2 CFR 175.25(b); (2) A for-profit organization.

Prohibition Statement: You, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

National Environmental Policy Act; the Endangered Species Act; and the National Historic Preservation Act.

The NFWF Recipient is responsible for ensuring that all project activities comply with the requirements of: Public 91-190 The National Environmental Policy Act (NEPA); the Endangered Species Act (ESA); and the National Historic Preservation Act (NHPA).

Environmental Protection Agency.

One of the Funding Sources for the Award is the Environmental Protection Agency (EPA). If the NFWF Recipient receives more than \$250,000 in EPA financial assistance in a given fiscal year, the Award is subject to EPA's "Participation by Disadvantaged Business Enterprises in Procurement" rule, which is located on the Internet at [http://www.epa.gov/osbp/dbe\\_forms.htm](http://www.epa.gov/osbp/dbe_forms.htm).

**SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this grant agreement, intending to be bound legally.

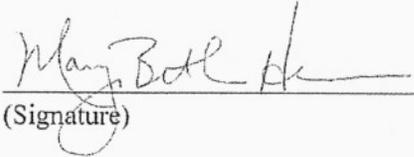
**National Fish and Wildlife Foundation**



David O'Neill  
Vice President, Conservation Programs

12-31-14  
(Date)

**National Audubon Society, Inc.**

  
(Signature)

Mary Beth Henson VP, CFO  
(Name and Title)

12/19/14  
(Date)



BILL FINCH  
Mayor

OFFICE OF THE  
**DEPARTMENT OF PUBLIC FACILITIES**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7130

**JORGE J. GARCIA**  
*Director Public Facilities*

April 30, 2015

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

**Re: Bridgeport City Hall Microgrid Project Energy Service Agreement between Bridgeport Microgrid, LLC and the City of Bridgeport.**

Attached please find the below agreement to be referred to the Contracts Committee.

**Contract: Bridgeport City Hall Microgrid Project Energy Service Agreement**

If you have any questions or require any additional information please contact me at 203-576-7851 or email at [john.cottell@bridgeportct.gov](mailto:john.cottell@bridgeportct.gov).

Thank you

John F. Cottell Jr.  
Dep. Dir. Public Facilities

ATTEST  
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RECEIVED  
CITY CLERK'S OFFICE  
2015 APR 29 P 4:54

## Contract Summary

Project Title: **Bridgeport City Hall Microgrid Project**

Department Submitting Information: Public Facilities

Contact Name: John F. Cottell Jr.

Phone Number: 203-576-7851

### Project Summary:

The City of Bridgeport is entering into an agreement with Bridgeport Microgrid, LLC to Design, Build and Operate a Microgrid capable of independent operation (island mode) and grid connected operation providing electrical service to City Hall, Police Headquarters and the Senior Center along with thermal energy servicing City Hall, Police Headquarters and others as appropriate.

The Microgrid will incorporate 795 KW generating capacity consisting of three natural gas reciprocating engine/generator sets in a containerized system. In addition a 250 KW backup diesel generator will be installed and electrically connected. A 200 ton absorption chiller along with necessary heat exchangers and piping will be installed to utilize the waste heat energy for heating and cooling.

This is a twenty year project that is to provide electrical resiliency to the connected buildings while supplying electric and thermal energy that is comparable to United Illuminating costs. Funding will be from operational funds that would have been used for electrical and natural gas services.

**BRIDGEPORT CITY HALL MICROGRID PROJECT**  
**ENERGY SERVICES AGREEMENT**

PREAMBLE:

This Energy Services Agreement is entered into as of \_\_\_\_\_, 2015 (the "Contract Date") between the City of Bridgeport, having an address of 45 Lyon Street, Bridgeport, Connecticut 06604 ("City"), and Bridgeport MicroGrid, LLC, having an address of c/o OR&L Construction, 2 Summit Place, Branford, Connecticut 06067 ("Provider", and together with the City, each, a "Party" and together the "Parties").

WITNESSETH:

WHEREAS, City desires to install and operate a MicroGrid System described in Exhibit B for generating and delivering electric power and thermal energy to buildings described in Exhibit A (the "Sites" and separately the "Electric Sites" and the "Thermal Sites" as designated in Exhibit A) owned by the City for the purpose of providing electrical resiliency to the City through the generation and provisioning of electric power to the City Hall, Police Station and Senior Center and thermal energy to the City Hall, Police Station and Eisenhower Center;

WHEREAS, the City selected Provider to assist the City in developing the MicroGrid System;

WHEREAS, the City has entered into an agreement with the State of Connecticut Department of Energy and Environmental Protection ("DEEP") for a grant to assist with funding the MicroGrid System;

WHEREAS, Provider shall design and install the MicroGrid System, operate and maintain a portion of the MicroGrid System and own a portion of the MicroGrid System as more fully set forth herein;

WHEREAS, the City will operate and maintain a portion of the MicroGrid System and own a portion of the MicroGrid System as more fully set forth herein;

WHEREAS, as part of the MicroGrid System, Provider shall own the three Natural Gas Generators, the Absorption Chiller and heat exchangers (as defined below and described in Exhibit B) and operate the Natural Gas Generators, Absorption Chiller and heat exchangers on behalf of the City to provide electric power and thermal energy to the Sites, as more fully set forth herein; and

WHEREAS, as part of the MicroGrid System, the City will own and operate a Standby Diesel Generator as defined below and described in Exhibit B for the purpose of generating and delivering standby electric power to the Sites.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

*"Absorption Chiller"* means the 200 ton Absorption Chiller described in Exhibit B.

*"Affiliate"* means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, "control" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise. "Control" may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another Person.

*"Agreement"* means this Energy Services Agreement, including the Exhibits attached hereto and incorporated herein by reference.

*"Applicable Law"* means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

*"Approvals"* has the meaning set forth in Section 9.2.

*"Arbitrator"* has the meaning set forth in Section 15.2.

*"Assignment"* has the meaning set forth in Section 16.

*"Business Day"* means any day other than Saturday, Sunday or any other day on which banking institutions in Connecticut are required or authorized by Applicable Law to be closed for business.

*"Capacity Fee"* has the meaning set forth in Section 8.1.

*"Capacity Payment"* has the meaning set forth in Section 8.1.

“City” has the meaning set forth in the preamble hereof.

“City Default” has the meaning set forth in Section 14.2.

“City Hall” means the City of Bridgeport City Hall located at 45 Lyon Street, Bridgeport, Connecticut 06604

“City Indemnified Parties” has the meaning set forth in Section 19.1.

“Completion Notice” has the meaning set forth in Section 3.15.

“Confidential Information” has the meaning set forth in Section 18.

“Construction Work” means the construction and installation of the MicroGrid System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, performed by or for Provider on the MicroGrid Premises.

“Contract Date” has the meaning set forth in the preamble hereof.

“Contract Price” has the meaning set forth in Section 8.3.

“DEEP” means the Connecticut Department of Energy and Environmental Protection.

“DEEP Grant” means the grant from DEEP described in Section 1.3

“DEEP Grant Agreement” means the agreement between DEEP and the City attached hereto as Exhibit C.

“Default Rate” means a rate per annum equal to the lesser of (a) ten percent (10%) and (b) the maximum rate allowed by Applicable Law.

“Dispute” has the meaning set forth in Section 15.1.

“Early Termination Date” has the meaning set forth in Section 4.1.

“Electric Sites” has the meaning set forth in Exhibit A.

“Eisenhower Center” means

“Expiration Date” has the meaning set forth in Section 4.1.

“Force Majeure Event” has the meaning set forth in Section 11.01.

“Fuel Fee” has the meaning set forth in Section 8.1.

“*Governmental Approval*” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“*Governmental Authority*” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“*Indemnified Party*” has the meaning set forth in Section 18.03(a).

“*Indemnifying Party*” has the meaning set forth in Section 18.03(a).

“*Indemnified Persons*” means the City Indemnified Parties or the Provider Indemnified Parties, as the context requires.

“*Lender*” has the meaning set forth in Section 16.3.

“*Liens*” has the meaning set forth in Section 9.1.

“*Losses*” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“*MicroGrid Premises*” means the location of MicroGrid System as described in Exhibit A including the cabling area interconnecting the MicroGrid System to the Sites.

“*MicroGrid System*” means the MicroGrid System described in Exhibit B and consists of the Natural Gas Generators, heat exchangers, Standby Diesel Generator, conduit, conductors (wires), transformers, inverters, switch gear, heat exchangers, pipe, interconnection infrastructure and other equipment that allows the Natural Gas Generators and heat exchangers to service the Sites and to send and receive electrical power to the Utility.

“*Monitoring Equipment*” has the meaning set forth in Section 3.16.

“*Monthly Invoice Date*” means the first Business Day of each of calendar month.

“*Monthly Period*” means each calendar month during the Term.

“*Natural Gas Generators*” means the three natural gas generators described in Exhibit B.

*"Notice of Claim"* has the meaning set forth in Section 19.3.

*"Operations and Maintenance Agreement"* has the meaning set forth in Section 3.11.

*"Operations Date"* has the meaning set forth in Section 3.15.

*"Operations Demarcation Point"* means the point(s) in the MicroGrid System where the responsibility for maintenance and repair of the MicroGrid System transfers from the Provider to the City. The Operations Demarcation Point will be designated pursuant to Section 5.10.

*"Ownership Demarcation Point"* means the point(s) in the MicroGrid System where the ownership of the MicroGrid System transfers from the Provider to the City. The Ownership Demarcation Point will be designated pursuant to Section 2.1.

*"Party" or "Parties"* has the meaning set forth in the preamble hereof.

*"Person"* means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

*"Police Station"* means the City of Bridgeport Police Station located at 300 Congress Street, Bridgeport, Connecticut

*"Power"* means the supply of electrical energy output from the Natural Gas Generators.

*"Power Payment"* has the meaning set forth in Section 8.1.

*"Provider"* has the meaning set forth in the preamble hereof.

*"Provider Default"* has the meaning set forth in Section 14.1.

*"Provider Indemnified Parties"* has the meaning set forth in Section 19.2.

*"Renewable Energy Benefits"* has the meaning set forth in Section 6.3.

*"Representative"* has the meaning set forth in Section 18.1.

*"Senior Center"* means the Eisenhower Senior Center located at 263 Golden Hill Street, Bridgeport, Connecticut

*"Service Charge"* has the meaning set forth in Section 8.1.

“*Standby Diesel Generator*” means the diesel generator described in Exhibit B.

“*Sites*” means the City Hall, Police Station and Senior Center.

“*System Acceptance Testing*” has the meaning set forth in Section 3.15.

“*System Installation Period*” means the period from (and including) the date that Provider (or its subcontractors) commences physical installation of the MicroGrid System on the Sites to (but excluding) the Operations Date.

“*System Operations*” means the operation, maintenance and repair of portions of the MicroGrid System performed by or for Provider during the Term, as more particularly described in Section 5.1.

“*System Test Requirements*” has the meaning set forth in Section 3.15.

“*Term*” has the meaning set forth in Section 4.1.

“*Thermal Credit*” has the meaning set forth in Section 8.2

“*Thermal Sites*” has the meaning set forth in Exhibit A.

“*Thermal Volume*” has the meaning set forth in Section 8.2

“*Utility*” means the local electric distribution company that provides electric transmission and distribution services to City at the Electric Sites, in this case the Utility is United Illuminating.

- 1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation”. The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Exhibits”, “Articles” and “Sections” refer to Exhibits, Articles and Sections of this Agreement.
- 1.3 State of Connecticut Grant Agreement. The parties acknowledge that the City is receiving a grant from DEEP for portions of the MicroGrid System and such grant requires that certain terms and conditions be incorporated into this Agreement which are set forth in the DEEP Grant Agreement. The parties agree that the terms and conditions of the DEEP Grant Agreement are hereby incorporated

herein and to the extent such terms conflict with the terms herein, the terms of the DEEP Grant Agreement shall control. The DEEP Grant Agreement is attached hereto as Exhibit C.

2. MICROGRID OVERVIEW

- 2.1 Ownership. The City shall own all of the components of the MicroGrid System except for the Natural Gas Generators, the Absorption Chiller and heat exchangers. Provider shall own the Natural Gas Generators, the Absorption Chiller and heat exchangers. The Ownership Demarcation Point will be designated on Exhibit B.
- 2.2 Design, Construction, Installation and Testing. Provider, at its cost and expense, shall be responsible for the design, construction, installation and System Acceptance Testing of the MicroGrid System as more fully set forth herein.
- 2.3 Operation and Maintenance. The Provider, at its expense, shall operate and maintain the MicroGrid System from the Natural Gas Generators to the Operations Demarcation Point which includes the Absorption Chiller and the heat exchangers.
- 2.4 Procurement of Equipment. The Provider and the City shall coordinate the procurement of all equipment to be installed into the MicroGrid System. Provider shall not procure any equipment without the prior consent of the City. Further, Provider and the City shall determine for each equipment item or group of equipment items whether the Provider or the City shall be responsible for the costs of the equipment. The City shall only be responsible to pay for the costs of equipment allowed to be funded under the DEEP Grant. Provider shall be responsible for the costs of all equipment not funded under the DEEP Grant.
- 2.5 Procurement of Fuel. The City shall procure natural gas for the Natural Gas Generators in the manner set forth herein.
- 2.6 Payments. Provider shall be paid a monthly Capacity Payment as set forth herein. The Capacity Payment is intended for Provider to recover its costs of the design, construction, installation and Acceptance Testing of the MicroGrid System and for Provider to recover its cost of procuring the equipment for the MicroGrid System not paid for by the DEEP Grant. Provider shall also be paid a Maintenance Fee for operating and maintaining the MicroGrid System on Provider's side of the Operations Demarcation Point.

For costs that are paid for by the DEEP Grant, Provider shall pay such costs and then City shall reimburse Provider upon City's receipt of funds from DEEP under the DEEP Grant.

- 2.7 The Parties acknowledge that other costs may be incurred for the installation of the MicroGrid System such as permitting fees. The Provider shall be responsible for such other costs except as such costs may be paid from the DEEP Grant.

3. DESIGN, CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

- 3.1 Prior to execution of this Agreement, City has given Provider access to the MicroGrid Premises and the Sites to verify field conditions, and City has made appropriate staff available to answer questions and provide information required by Provider to support the detailed design process. Based on the information provided by City to Provider and Provider's inspection and verification of field conditions at the Sites, Provider has made an independent determination that the MicroGrid Premises and Sites are appropriate and adequate for the installation and operation of the MicroGrid System. City makes no representation or warranty that the information provided to Provider is sufficient for Provider to determine whether the MicroGrid Premises or Sites are adequate to install and operate the MicroGrid System. With respect to the information provided to Provider, City limits any and all representations and warranties to the fact that the information provided to Provider is the most up-to-date and accurate information in City's possession to the best of City's knowledge and belief.
- 3.2 Prior to commencing the System Installation Period, Provider shall provide to City:
- (a) an analysis from a Professional Engineer stating that the design of the MicroGrid System will not adversely affect the MicroGrid Premises, the Sites or any existing buildings on the Sites;
  - (b) an analysis from a Professional Engineer stating that the land and soils existing at the MicroGrid Premises are adequate to support the MicroGrid System; and
  - (c) verification that Provider has completed all Call Before You Dig requirements of any Governmental Authority.
- 3.3 Prior to commencing the System Installation Period, Provider will provide City with a proposed estimated installation schedule and an estimated Operations Date. City shall have the opportunity to review and approve the proposed installation schedule and the Operations Date, provided however, that such approval shall only be withheld by City upon a reasonable showing that the City will be materially harmed by such installation schedule and Operations Date. City shall have three (3) business days to review and comment on the installation schedule and Operations Date or the proposed installation schedule and Operations Date will be considered approved. Provider will notify City of any material changes to the proposed estimated installation schedule and any revisions to the estimated Operations Date during the System Installation Period. City's approval of any

proposed installation schedule and Operations Date by Provider under this Section 3.3 shall not be deemed a waiver by City of any installation or Operations Date deadlines set forth elsewhere in this Agreement.

- 3.4 Prior to execution of this Agreement, Provider and City have agreed to the minimum size (in kw) of the MicroGrid System being installed, the type and manufacturer of the Natural Gas Generators being installed, the type, manufacturer and capacity of the inverters (if required) being installed, the type and manufacturer of the Absorption Chiller and heat exchangers being installed, the specifications relating to System Acceptance Testing and the location of the MicroGrid System. The agreed upon MicroGrid System specifications shall be attached and incorporated into Exhibit B, as appropriate, and System Acceptance Test Requirements shall set forth in Exhibit D. The Provider shall include within Exhibit A a schematic drawing showing an aerial depiction of the MicroGrid System locations on the MicroGrid Premises, the Ownership Demarcation Point and the Operations Demarcation Point. Further, within Exhibit A, the Provider shall provide a drawing demonstrating the proposed method of electric interconnection of the MicroGrid System to the City Hall, Police Station and Senior Center, the thermal interconnection of the output from the Absorption Chiller to the City Hall and Police Station and the thermal interconnection of the output from the heat exchangers to the City Hall, Police Station and Eisenhower Center. Provider shall not make any material change to the location of the MicroGrid System or the MicroGrid System requirements set forth in Exhibit A or Exhibit B, unless approved by City, whose approval shall not be unreasonably withheld. If Provider proposes a change to the MicroGrid System location or MicroGrid System requirements, City shall respond to reject or approve within three (3) days. Failure by City to respond within three (3) days will be deemed a City approval. The Parties acknowledge that any change to the MicroGrid System requirements or the MicroGrid Premises location for the MicroGrid System may require approval of the Utility.
- 3.5 Prior to commencing the System Installation Period, if Provider determines in its sole discretion that a pre-installation condition set forth in this Section cannot be satisfied, or that the MicroGrid System cannot be installed on the MicroGrid Premises because the land is inadequate, unavailable or inhospitable to support the MicroGrid System, the Sites electrical systems are inadequate to accept Power from the MicroGrid System, or architectural, environmental, archeological and other requirements are discovered that would add to the cost of the MicroGrid System, Provider will notify City that the MicroGrid System cannot be constructed as proposed, and this Agreement will terminate with neither Party having further obligations under this Agreement; provided however, that the Parties may agree to amend this Agreement to accommodate a revised, feasible MicroGrid System in which case the Parties shall agree to a revised MicroGrid System design and execute an amendment to this Agreement.

- 3.6 Construction Work. City hereby grants to Provider access to and the right to use portions of the MicroGrid Premises upon which to locate the MicroGrid System solely for purposes of installing and maintaining the MicroGrid System and owning the Natural Gas Generators, the Absorption Chiller and heat exchangers. Provider will cause the MicroGrid System to be designed, engineered and installed substantially in accordance with the terms of this Agreement. Upon completion of the MicroGrid System installation, Provider shall provide City with an as-built engineered drawing of the MicroGrid System. The as-built drawing shall include the Ownership Demarcation Point and the Operations Demarcation Point.
- 3.7 During the System Installation Period, Provider shall use all reasonable commercial efforts to minimize any inconvenience and interference to City. Provider shall perform all installation work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday in a manner that minimizes inconvenience to and interference with City and City's employees, invitees, agents and contractors and City's use of the Sites, to the extent commercially practical. Should Provider require installation work to be performed at some other time, Provider shall seek the approval of City, such approval not to be unreasonably withheld. Provider shall use all reasonable commercial efforts to minimize any interruptions or outages in utility services (including electricity) during the installation of the MicroGrid System and shall provide reasonable prior notice to City when Provider expects an interruption or outage in utility services. City shall have the right to monitor Provider's installation of the MicroGrid System, and City's engineers or consultants shall have the right to consult with Provider regarding Provider's installation methods and procedures.
- 3.8 Provider shall furnish directly, or through subcontractors or suppliers, all professional expertise, management, labor, materials, supplies, fixtures, technology, equipment, skills, tools and machinery, testing and supervision, for the installation of the MicroGrid System on the MicroGrid Premises.
- (a) Provider may hire subcontractors by subcontracting the performance of any part or all of the services Provider is obligated to provide hereunder. All subcontractors so engaged by Provider shall be required by contract to have all permits, licenses, insurance and registrations required to perform the services subcontracted to them. Provider shall be responsible to City to ensure that all such subcontractors follow City access protocols, including sign-in, security and safety orientation. Provider shall be responsible to City for actual, direct damages caused by subcontractor's negligence. A subcontractor's action, inaction or breach of contract with Provider shall not be a valid excuse or defense to Provider's breach of this Agreement, unless such subcontractor action, inaction or breach was caused by or constitutes a Force Majeure event.

- (b) Provider shall provide City with (a) the identification of all subcontractors to be engaged by Provider, and (b) evidence that such subcontractors have obtained and will maintain insurance as required herein.
  - (c) City shall have the right to require the removal from the Sites of any subcontractor or the agents, employees or subcontractors of such subcontractor, who, in City's sole judgment, exhibit unsafe work practices, unacceptable quality of workmanship, or behavior inappropriate for the workplace.
  - (d) Provider and its subcontractors will take all reasonable and customary steps to ensure the safety of workers and visitors in accordance with all applicable laws. If City has a published safety program, then Provider shall cause the work to be carried out in accordance with such safety program, a copy of which shall be appended hereto as an additional exhibit prior to commencing the System Installation Period.
- 3.9 Provider shall have full responsibility for all aspects of the design and construction of the MicroGrid System in accordance with this Agreement.
- 3.10 The Provider and the City shall coordinate the procurement of all equipment to be installed into the MicroGrid System. Provider shall not procure any equipment without the prior consent of the City. Further, Provider and the City shall determine for each equipment item or group of equipment items whether the Provider or the City shall be responsible for the up-front costs of the equipment. The City shall only be responsible to pay for the costs of equipment allowed to be funded under the DEEP Grant. Provider shall be responsible for the costs of all equipment not funded under the DEEP Grant.
- 3.11 Provider shall be responsible for the interconnection of the MicroGrid System to the electrical system of each Electric Site. Provider, on behalf of the City, shall be responsible for the physical interconnection of the MicroGrid System to the Utility. Provider shall be responsible for the delivery of thermal energy from the Absorption Chiller and heat exchangers to the Thermal Sites and installing all necessary equipment at each Thermal Site to exchange thermal energy with the MicroGrid System. The interconnection switch gear and thermal infrastructure (including valves, meters, pipes, controls and other equipment) shall be maintained by Provider under a separate maintenance agreement entered into between the Provider and City as set forth in Exhibit E (the "Operation and Maintenance Agreement"). The protection relays and controls will not be included in the Operation and Maintenance Agreement. As part of the design of the MicroGrid System, Provider and City shall mutually agree to an Operations Demarcation Point(s). Provider shall at all times own and be responsible for the operation, maintenance and repairs of the equipment on its side of the Operations Demarcation Point(s) pursuant to the Operation and Maintenance Agreement.

City shall at times own and be responsible for the operation and maintenance of the equipment on its side of the Operations Demarcation Point(s).

- 3.12 During the System Installation Period and thereafter, Provider agrees and shall cause its Contractors to agree, as follows:
- (a) To take reasonable measures to reduce or mitigate noise, dust, the spread of debris and installation materials;
  - (b) To remove all debris, extra materials, scaffolding, tools, machinery and other installation materials from the MicroGrid Premises and other work areas at the conclusion of the System Installation Period; and
  - (c) To use and dispose of any “hazardous materials” as defined in any applicable federal or state environmental laws brought to the MicroGrid Premises in connection with the services being performed hereunder in accordance with all applicable laws.
- 3.13 Permits and Other Approvals. Prior to commencing the MicroGrid System Installation Period, Provider, either in its own name or in the name of the City, shall apply for, pay for (except as agreed to by the City and paid for by the DEEP Grant), and obtain all necessary construction and other permits from all applicable Governmental Authorities including land use permits, environmental permits, regulatory approvals, building permits, and demolition and waste disposal permits. City shall cooperate with Provider in its undertaking to obtain necessary approvals from the Utility to provide electrical service to the MicroGrid System on behalf of the City. If the Utility fails to provide such electrical service, Provider may, at Provider’s option, terminate this Agreement by written notice given to City. City shall use commercially reasonable efforts, at no material cost or expense to City (except as agreed to by the City and paid for by the DEEP Grant), to cooperate with Provider in its undertaking to obtain the necessary local Governmental Approvals. If any applicable Governmental Authority does not provide the necessary Governmental Approvals, Provider may, at the Provider’s option, immediately terminate this Agreement upon written notice that such application for permit has not been accepted or such permit has been denied by written notice given to City. The failure of Provider to obtain any required Governmental Approval shall not constitute a Provider Default. Prior to filing an application with a Governmental Authority for a Governmental Approval, City shall be provided an opportunity to review and approve the filing, provided, however, that such approval shall only be withheld by the City upon a reasonable showing that the City will be materially harmed by such filing including that the current or planned use of the Sites by City will be materially affected. City shall respond to reject or approve within three (3) days. Failure to by City to respond within three (3) days will be deemed a City approval.
- 3.14 Provider shall provide City with all documentation under Provider’s control that the Utility requires by its Tariff to demonstrate that the MicroGrid System complies with the requirements of the Utility’s interconnection standards.

3.15 System Acceptance Testing.

- (a) Provider shall utilize an independent third party technical expert to test that the MicroGrid System is properly installed and operating after completion of the Construction Work (“System Acceptance Testing”). Provider shall notify City not less than five (5) days prior to the anticipated date of System Acceptance Testing. The independent third party technical expert shall not be an equipment supplier or a subcontractor used by Provider during the design, installation, or construction of the MicroGrid System.
- (b) If the results of such System Acceptance Testing indicate that the MicroGrid System is capable of generating electric energy and thermal energy (both hot and cold) (the “System Test Requirements”) using the MicroGrid System’s meters and instruments that have been installed to the electrical system at each of the Electric Sites and to the thermal systems of each of the Thermal Sites, then Provider shall send a written notice to that effect to City (a “Completion Notice”) accompanied by a copy of the results of the System Acceptance Testing. The “Operations Date” shall be the Date of City’s receipt of the Completion Notice. Provider shall use reasonable efforts to issue a Completion Notice on or before July 1, 2016.
- (c) If Provider fails to deliver to City a Completion Notice on or before July 1, 2016, unless such delay is caused by Force Majeure or by City, City may, at its sole and absolute discretion, terminate this Agreement without having further obligations under this Agreement. Upon termination under this subsection, provider shall remove all material, equipment, personnel, and subcontractors from the MicroGrid Premises and restore the MicroGrid Premises to a condition commensurate with the condition of the MicroGrid Premises prior to the Contract Date. City may waive the Completion Notice deadline set forth herein only in a writing which is signed by City and which specifically references that City is waiving the Completion Notice deadline set forth in this subsection.
- (d) During the System Installation Period, Provider may test the MicroGrid System, and, so long as Provider has properly installed all necessary electric connections to the electrical systems of the Electric Sites and all necessary thermal energy equipment at the Thermal Sites, City shall accept delivery of any Power or thermal energy resulting from such testing during the System Installation Period. There shall be no charge to City for Power or thermal energy delivered from the MicroGrid System during the System Installation Period.

3.16 Internet Connection. If requested by Provider, City hereby grants to Provider the right to connect the MicroGrid System monitoring equipment (“Monitoring

Equipment”) to the necessary intranet and/or internet networks of City so that it is possible for Provider to remotely monitor the production by the MicroGrid System. City will provide Provider with a working Ethernet connection to an intranet and/or internet network, in the area of electrical equipment.

#### 4. TERM AND TERMINATION.

- 4.1 Term. The Term shall commence on the Contract Date and shall continue for a period of twenty (20) years after the Operations Date (the “Term”), unless and until terminated earlier pursuant to the provisions of this Agreement. The date this Agreement terminates by reason of the expiration of the Term is hereinafter referred to as the “Expiration Date.” Any other date on which this Agreement terminates in accordance with the terms hereof is hereinafter referred to as the “Early Termination Date.” City, at its absolute and sole discretion, may extend the Term of this Agreement for an additional five (5) years subject to an agreement on the Power Payment as set forth in Section 8.1.
- 4.2 Agreement Expiration Procedure. Prior to ninety (90) days before any scheduled expiration or termination of this Agreement, Provider and City shall commence discussions regarding procedures, schedules and costs required of Provider to transfer title of the Natural Gas Generators, the Absorption Chiller and heat exchangers to City. City shall have the right, at its option, to either: (a) have Provider, at Provider’s cost and expense, remove and dispose of the Natural Gas Generators, the Absorption Chiller and heat exchangers and restore the MicroGrid Premises to its original condition or (b) notify Provider that City is exercising an option to purchase ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers from the Provider at a fair market value, such fair market value to be determined by an independent appraisal expert who is mutually agreeable to both Parties. In addition, Provider agrees to cooperate with the City in the transfer of ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers, including the execution of any documents evidencing the transfer of ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers from Provider to City.
- 4.3 Except as otherwise provided herein allowing City to terminate this Agreement without penalty, City shall be allowed to terminate this Agreement before the Expiration Date by the making the payment specified in Exhibit F.

#### 5. OPERATION OF THE SYSTEM.

- 5.1 Provider as Operator. On the Provider’s side of the Operations Demarcation Point, the MicroGrid System will be operated and maintained by or for Provider at its sole cost and expense including the monitoring and maintenance of metering equipment used to determine the quantity of electricity produced by the MicroGrid System and the valves, meters, piping, controls and other equipment used to determine the quantity of thermal energy produced by the MicroGrid

System. Provider agrees that its operation and maintenance costs are included in the Power Payments. The Provider may retain a third party as its agent with sufficient operations experience and technical expertise in the maintenance of the MicroGrid System to conduct System Operations. "System Operations" means all actions, including monitoring and maintaining the MicroGrid System, necessary for Provider to fulfill its obligations under this Agreement. City shall have no obligation for maintenance, repair, or replacement of the MicroGrid System on the Provider's side of the Operations Demarcation Point.

5.2 Malfunctions, Emergencies and Unscheduled Outages.

- (a) City and Provider each shall use reasonable efforts to notify the other as soon as practically possible within twenty-four (24) hours following their discovery, of any material malfunction in the operation of the MicroGrid System. Provider and City shall each appoint personnel and establish procedures such that each Party may use reasonable efforts to provide notice of such conditions requiring Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Except as set forth in Section 5.02(c), Host shall not be required to make any Power Payments to Provider while a material malfunction in the operation of the MicroGrid System exists.
- (b) Provider and City each shall each use reasonable efforts to notify the other Party upon the discovery of an emergency condition associated with the MicroGrid System. If an emergency condition exists on the Provider's side of the Operations Demarcation Point, Provider shall promptly dispatch the appropriate personnel immediately to perform the necessary repairs or corrective action in an expeditious and safe manner. For routine and emergency repairs on the Provider's side of the Operations Demarcation Point, Provider shall contact each person listed in Exhibit G.
- (c) If, during the Term, renovation, repairs, or damage to the MicroGrid Premises occurs, for reasons other than:
  - (i) a Force Majeure,
  - (ii) renovations or alterations undertaken by Provider, or
  - (iii) the negligence of Provider or its employees or contractors or a breach by Provider of its obligations hereunder

and the same significantly reduces (a "curtailment") or eliminates the production or use of electricity from the MicroGrid System or results in an unscheduled outage of the MicroGrid System for more than three (3) consecutive days, then City shall not be in default under this Agreement if:

- (i) City makes a good-faith effort to give as much notice as possible to Provider prior to MicroGrid System shutdown or

curtailment but no less than 30 days notice which shall include the anticipated duration of the shutdown and City's anticipated load during the duration of the shutdown;

(ii) City pays all costs and expenses incurred to de-install and re-install the MicroGrid System, if required for safety considerations or by City, during the temporary shutdown or curtailment period;

(iii) City pays Provider an amount equal to the applicable Capacity Fee that would have been paid during the period of the temporary shutdown or curtailment (calculated based on the historical production of electricity by the MicroGrid System); and

(iv) City acknowledges that the payments required pursuant to (c) above constitutes liquidated damages, and not penalties, payable in lieu of Provider's actual damages resulting from the temporary shut down or curtailment of the MicroGrid System. City further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with City's rights and obligations under this Agreement, the amounts payable pursuant to (c) above constitute fair and reasonable damages.

### 5.3 Metering.

- (a) Maintenance and Testing. Provider shall install, maintain and/or replace, at Provider's expense, a utility grade kilowatt-hour (kWh) meter(s) and an industry standard thermal energy meter(s) that will accurately measure and report in real time the electrical energy and thermal energy provided by the Natural Gas Generators, the Absorption Chiller and heat exchangers. Upon City's written request, Provider shall furnish a copy of all technical specifications and accuracy calibrations for the meter(s). The meter(s) will be connected to an internet or intranet connection so that the Provider may remotely monitor the kWh output and thermal energy output of the MicroGrid System from time to time. Provider shall test the meter(s) in compliance with the manufacturer's recommendations.
- (b) Adjustments; Right to Audit. If testing of the metering equipment installed pursuant to Section 5.3(a) indicates that such equipment is in error by more than two percent (2%), then Provider shall promptly repair or replace such meter. Once per calendar year (or more frequently, if persistent errors are discovered), Provider shall test the meter(s) at its sole and absolute cost and report the finding to City. City shall have the right to audit all such meter data upon reasonable notice, and any such audit shall be at City's sole cost. City shall have a right of access to the meter(s)

at reasonable times and with reasonable prior notice for the purposes of verifying readings and calibrations. If, however, any meter test is not accurate to within two percent (2%), then Provider shall promptly pay all costs for the meter test (if paid for by City). If any testing of the meter indicates that the meter is in error by more than two percent (2%), then Provider shall promptly repair or replace the meter. Provider shall make a corresponding adjustment to the records of the amount of electrical energy provided by the MicroGrid System delivered based on such test results for (i) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if such period cannot be so determined, then a period equal to one-half of the period from the later of the date of the last previous test confirming accurate metering or the date the meter was placed into service, but not to exceed one (1) year.

- 5.4 The City shall be solely responsible to procure all fuel, including natural gas, for the MicroGrid System in consultation with, the Provider.
- a. The Parties recognize that Provider has a relationship with Good Energy. The City may use Good Energy as an agent for procurement of the natural gas for the MicroGrid System.

## 6. LICENSE & ACCESS RIGHTS

- 6.1 License: City, for and in consideration of the covenants and agreements on the part of Provider contained in this Agreement, does hereby grant unto Provider subject to all applicable terms and conditions specified in this Agreement, a non-exclusive license: (a) to install, operate, maintain, improve, replace and remove the MicroGrid System upon the MicroGrid Premises, and such other activities that are ancillary and related to such purpose or necessary for Provider's performance of its obligations under this Agreement; and (b) to access, use and occupy portions of the MicroGrid Premises from time to time as are reasonably necessary or appropriate for Provider to provide City with electricity and thermal energy generated by the MicroGrid System under the terms of this Agreement and to install, operate, maintain, improve, replace and remove the MicroGrid System. Access Rights granted pursuant to this license include, without limitation:
- (a) The right to adequate space on the MicroGrid Premises during the System Installation Period for Provider's installation and testing of the MicroGrid System, including reasonable staging and lay down areas.
- (b) The right to reasonable vehicular and pedestrian access to MicroGrid Premises, including ingress and egress of multiple commercial motor vehicles and machinery. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the MicroGrid Premises.

- (c) The right to locate transmission lines and communication cables across the MicroGrid Premises.
  - (d) The right to storage space on the MicroGrid Premises or convenient to the MicroGrid Premises for materials, machinery and tools used during construction, installation, and maintenance of the MicroGrid System. Provider shall be responsible for providing shelter and security for stored items during construction and installation.
- 6.2 Because the MicroGrid System will be located on the MicroGrid Premises, the Parties acknowledge that City will have access to the MicroGrid Premises for maintenance of City's property for safety, security, and emergency purposes. City shall take all reasonable actions to ensure that the operation of the MicroGrid System is not disrupted when City accesses the MicroGrid Premises.
- 6.3 Provider shall take good care of the MicroGrid Premises and the portion of the MicroGrid System for which it is responsible hereunder, conduct all required maintenance and make all repairs thereto, interior and exterior, structural and non-structural ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the MicroGrid Premises and the portion of the MicroGrid System for which it is responsible hereunder in first class order, repair and condition.

7. DELIVERY OF POWER.

- 7.1 Purchase Requirement. Except for scheduled MicroGrid System outages, Provider shall at all times produce and deliver the Minimum Power Guarantee to the MicroGrid System as set forth in Paragraph 9.2(g). The City shall accept only the amount of Power and thermal energy necessary to satisfy the load of the City's Sites to which the MicroGrid System is interconnected. Neither Party may claim that by this Agreement, Provider is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates. Provider is not, and shall not claim, to be providing electric utility services to City.
- 7.2 Title to MicroGrid System. Throughout the duration of this Agreement, subject to Sections 16 hereof, Provider shall be the legal and beneficial owner of the Natural Gas Generators, the Absorption Chiller and heat exchangers and the City shall be the legal and beneficial owner of the remainder of the MicroGrid System at all times and the Natural Gas Generators, the Absorption Chiller and heat exchangers shall remain the personal property of Provider and shall not attach to or be deemed a part of, or fixture to, the MicroGrid Premises. The Natural Gas Generators, the Absorption Chiller and heat exchangers shall at all times retain the legal status of personal property as defined under Article 9 of the United States Uniform Commercial Code. City covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the MicroGrid Premises on notice of the ownership of the

Natural Gas Generators, the Absorption Chiller and heat exchangers and the legal status or classification of the Natural Gas Generators, the Absorption Chiller and heat exchangers as personal property.

- 7.3 All Renewable Energy Benefits, to the extent such Renewable Energy Benefit exist and are applicable, shall be owned by the City or assigned to the City by the Provider, to the extent such assignment is necessary for the City to obtain ownership of the Renewable Energy Benefits. Any revenue generated from the sale of Renewable Energy Benefits by the City shall be owned and retained by the City. For purposes of this Agreement, "Renewable Energy Benefits" shall include, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, any and all cash payments in lieu of tax credits, production tax credits, emissions allowances, green tags, white tags and tradable renewable credits.

8. PRICE AND PAYMENT.

- 8.1 Power Payments. Provider shall charge City, and City shall pay to Provider, a monthly payment (the "Power Payment") for the total number of kilowatt-hours (kWh) of power (the "Power") produced by the Natural Gas Generators and consumed by the City at the Sites during each calendar month of the Term. The Power Payment shall be calculated as follows:

(1) City shall pay Provider a Capacity Fee in the amount of \$30,182.50 per month, plus

(2) City shall pay an annual Service Charge for Operation and Maintenance in the amount of \$265,000. Provider shall enter into the Operation and Maintenance Agreements with Ener-G Rudox and Controlled Air which Operation and Maintenance Agreements are attached hereto as Exhibit E.

- 8.2 Thermal. The Contract Price includes any and all charges for thermal energy (hot water, steam or chilled water) being provided to the Thermal Sites.
- 8.3 Contract Price. The sum of all Power Payments paid (and remaining to be paid) during the Term shall be the "Contract Price" under this Agreement. There will be no other obligations on City for payment for Power or thermal energy other than the charges included herein.
- 8.4 Payment. Provider shall invoice City on the fifteenth (15<sup>th</sup>) day of each Monthly Period (or the subsequent Business Day of such Monthly Period if the fifteenth is not a Business Day) (each, a "Monthly Invoice Date"), commencing on the first Monthly Invoice Date to occur after the Operations Date, for the Power Payment in respect of the prior Monthly Period. The first invoice shall be issued following the first full Monthly Period after the Operations Date and include all production

that occurred prior to the initial Monthly Invoice Date. The last invoice shall be pro-rated, as necessary, to include production only through the Expiration Date of this Agreement. A sample invoice is attached hereto as Exhibit I.

- 8.5 Time of Payment. City shall pay all undisputed amounts due hereunder within thirty (30) days after receiving an invoice.
- 8.6 Payment Instructions. City shall make all payments under this Agreement with immediately available funds to the account designated by Provider. All undisputed payments that are not paid when due shall bear interest accruing from the date thirty (30) days after the City received an invoice until paid in full at a rate equal to the Default Rate. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.
- 8.7 Disputed Payments. The Parties shall attempt to resolve any Dispute regarding payments under this Agreement amicably. If the Parties cannot resolve the Dispute within thirty (30) days, either Party may submit the Dispute to arbitration in accordance with Article 15; provided that, during the time a Dispute is pending, the disputing Party shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. No Party may withhold, deduct or set-off against amounts or credits any undisputed amounts owed by such Party to the other Party during the time that a Dispute is pending.
- 8.8 Incremental Customers. It is anticipated that Provider and City will work to defray the per unit fixed costs of capital recovery, operation and maintenance of the MicroGrid System by actively seeking additional Bridgeport and Non-Bridgeport customers for the MicroGrid System output through virtual net metering or other mechanisms.
- (a) Electricity: In the event both parties, or either party, are/is successful in attracting incremental customers for electricity, the annual Capacity Fee cited in this Agreement shall be recalculated to an amount reflecting the original Annual Capacity Fee (\$362,190) divided by the new total KWH volume of Facility electric production for all customers times 2,550,000.
  - (b) Thermal: In the event both parties, or either party are/is successful in attracting incremental customers for thermal energy, the annual Capacity Fee cited in this Agreement shall be reduced by an amount of the revenues received for said incremental thermal energy revenue.

8.9 Adjustments to Power Payment

(a) Capacity Fee: The Capacity Fee will not be adjusted except as provided for in this Agreement in the event of additional sale of electricity or thermal energy to Non-Bridgeport Customers or New Bridgeport Customers not contemplated in this original Agreement.

(b) Service Charge: The Service Charge shall be adjusted annually based upon the annual change from the prior year in the CPI-W for "All Items" for the NY-Northern NJ, Long Island, NY\_NJ\_CT\_PA regional index but in no case will this adjustment exceed a 3% increase per year. The service fee includes taxes, insurances, operations and maintenance, etc. In the event of a shutdown the Service Charge will be adjusted to a minimum level of maintenance reflective of industry standards.

9. GENERAL COVENANTS.

9.1 City's Covenants. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City represents and covenants to the following:

- (a) Health and Safety. City shall at all times use reasonable efforts to maintain the MicroGrid Premises consistent with all Applicable Laws pertaining to the health and safety of persons and property.
- (b) Access. City shall use reasonable efforts to limit access to the MicroGrid System to authorized personnel of Provider and City.
- (c) Security. City shall throughout the Term of this Agreement maintain security procedures for the MicroGrid Premises as are currently in place as of the date of this Agreement.
- (d) Notice of Damage. City shall use reasonable efforts to promptly notify Provider of any matters it is aware of pertaining to any damage to or loss of the use of the MicroGrid System.
- (e) Liens. City shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, lien (including mechanics', labor or materialman's liens), security interest, encumbrance or claim of any nature ("Liens") on or with respect to the MicroGrid System or any interest therein. If City breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

- (f) Access to MicroGrid Premises, Grant of License. Commencing on the Contract Date and continuing throughout the Term of this Agreement, City also hereby grants to Provider, together with its employees, representatives, agents and contractors, for a period co-terminus with this Agreement, a non-exclusive license and right-of-way to access all portions of the MicroGrid Premises reasonably necessary for fulfilling its obligations hereunder contemplated by this Agreement (subject to City's reasonable rules, regulations, restrictions and limitations on time periods), including, without limitation, for the delivery, installation, operation, maintenance, repair and removal of the MicroGrid System.

Provider shall utilize the rights granted hereunder in a manner that does not interfere in any material manner with City or Site owner and the use of the Sites by City, City's guests, Site owner and invitees, tenants, licensees or other visitors. City and its authorized representatives shall at all times have access to and the right to observe the Construction Work or Natural Gas Generator, the Absorption Chiller and heat exchangers removal but shall not interfere or handle any equipment during System Installation Period or the Natural Gas Generators, the Absorption Chiller and heat exchangers without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 5.2, City shall be permitted to take those actions necessary to prevent injury as specified in Section 14.1(c).

- (g) Temporary storage space during installation or removal. City shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles reasonably necessary during the Construction Work, System Operations or Natural Gas Generators and heat exchangers removal, and access for rigging and material handling. City shall provide Provider a reasonable area for construction laydown. Such temporary storage shall be subject to City's reasonable rules, regulations, restrictions, relocation rights and time period limitations.

9.2 Provider's Covenants. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider represents and covenants to the following:

- (a) Consents and Approvals. Provider shall identify all permits, licenses, authorizations and approvals necessary for the installation and operation of the MicroGrid System, including, but not limited to, any Utility requirements (collectively "Approvals"). All required Approvals for the installation and operation of the MicroGrid System shall, to the extent allowable by Applicable Laws, be secured by Provider in its own name or

in the name of the City. City shall use reasonable commercial efforts, at no material cost or expense to City, to cooperate with Provider in obtaining all required Approvals for the installation and operation of the MicroGrid System. If, due to the nature of the MicroGrid Premises or the MicroGrid System or any equipment being installed in connection therewith, only City may apply for an Approval, Provider shall prepare the necessary application and file such application on City's behalf and City shall take all steps to cooperate by promptly executing all documents required for any such application so long as City reasonably approves the content of any such application and associated documents. Provider shall be responsible for paying all permitting, licensing and other fees for any approval regardless of whether any Approval must be obtained in Provider's name or City's name (except as agreed to by the City and paid for by the DEEP Grant).

- (b) Safety Regulations. Provider shall take all necessary and reasonable safety precautions with respect to providing the Construction Work and System Operations that shall comply with all Applicable Law and this Agreement pertaining to the health and safety of persons and real and personal property. Provider shall immediately report to City any death, lost time injury, or property damage to City's property that occurs on the MicroGrid Premises.
- (c) Security. Provider shall throughout the Term of this Agreement maintain security procedures for the MicroGrid System which shall, at a minimum, include the erection of adequate fencing and other security measures reasonable necessary to prevent unauthorized access to the portion of the MicroGrid System which Provider is responsible for operation and maintenance.
- (d) Liens. Except as expressly provided in Section 16.3, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the MicroGrid Premises or any interest therein. Provider also shall pay promptly any taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by Provider or its agents and subcontractors on the Sites. If Provider breaches its obligations under this Section, it shall (i) immediately notify City in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to City, and (iii) defend and indemnify City against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- (e) No Infringement. The MicroGrid System and Provider's services hereunder shall not infringe any third party's intellectual property or other proprietary rights.

- (f) Organizational Existence. Provider is duly organized and validly existing and in good standing in the jurisdiction of its organization
- (g) System Availability. The MicroGrid System shall, at all times, produce electricity in an amount equal to or less than \_\_\_\_\_ which represents the installed capacity of the Facility, operating with availability of 90% at any time during the year. If Provider fails to comply with this covenant, Provider shall be responsible for the cost of electricity provided by the Utility and/or other electricity suppliers to the City due to the Provider's inability to comply with this covenant, including the costs associated with increases in the utility demand charge. In addition to the foregoing Utility costs incurred by the City, if Provider fails to comply with this covenant and the Utility is unable to provide electricity to the MicroGrid System to supplement the lack of capacity from the Facility, Provider shall be liable to the City in the amount of \$3,500 per day, pro-rated for any part of a day. The foregoing represents liquidated damages due to the difficult nature of calculating actual damages and shall not be claimed by Provider to be a penalty. Notwithstanding the foregoing, Provider shall not be responsible for electricity supplied to City by the Utility and/or other electric suppliers as required by Utility interconnection requirements or tariffs or electric supplier contracts.

10. WARRANTIES.

- 10.1 Agreement Validity. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Contract Date that:
- (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
  - (b) it has taken all requisite corporate, administrative or other action to approve the execution, delivery, and performance of this Agreement;
  - (c) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
  - (d) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

- (e) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a Party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10.2 PUHCA. Provider represents and warrants on the Contract Date that it is not a “public-utility company,” “electric utility company,” or a “holding company,” “subsidiary company” or “affiliate” or “associate company” thereof, as such terms are defined in the United States Public Utility Holding Company Act of 1935, as amended.

10.3 Requisite Standards. The MicroGrid System shall be installed with due care by qualified employees, representatives, agents or contractors of Provider and shall conform to applicable industry standards and practices and Applicable Law and the specifications in Exhibit B. If Provider fails to meet any of the foregoing standards, Provider shall remedy at its own cost, any errors and omissions that are caused by Provider’s failure, or those of its representatives, agents or contractors, to comply with the above standard so that the MicroGrid System is capable of providing Power at a reasonably continuous rate.

## 11. TAXES AND GOVERNMENTAL FEES.

11.1 City Obligations. All Power Payments and other charges by Provider set forth in this Agreement are inclusive of sales and use taxes.

11.2 Provider Obligations. Subject to Section 11.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the MicroGrid System or the existence of the MicroGrid System on the MicroGrid Premises. If City is assessed any taxes or fees related to the existence of the MicroGrid System on the MicroGrid Premises, City shall immediately notify Provider and City and Provider shall cooperate in contesting such assessment. Provider shall not be obligated for any taxes payable by or assessed against City based on or related to City’s overall income or revenues.

## 12. FORCE MAJEURE EVENTS.

12.1 Definition. “Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of reasonable due diligence (including the

expenditure of reasonable sums of money). The Parties recognize that the MicroGrid System is intended to operate during extreme emergency situations associated with extreme natural phenomena that would most likely cause the Utility grid to be unavailable to the City and to the surrounding community. As such, a "Force Majeure Event" shall not include the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or (c) other natural causes unrelated to the acts or omissions of the Party seeking to be excused from performance.

12.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach or default of this Agreement or liable for any failure to comply with terms of this Agreement (other than the failure to pay amounts due hereunder) to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 12 shall use reasonable efforts to immediately notify the other Party in writing of the existence of the Force Majeure Event and exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event. If Provider claims a Force Majeure Event has occurred and requests relief from its obligations under this Agreement, the obligation of City to make a Power Payment to Provider on any Monthly Payment Date shall be suspended until Provider resumes performance of its obligations under this Agreement. Upon cessation of the Force Majeure Event, the Party claiming the Force Majeure Event shall notify the other Party in writing of the cessation or termination of said Force Majeure Event, resume performance of its obligations hereunder as soon as practicable thereafter, at which time all suspended Power Payments from the City to the Provider if City has claimed a Force Majeure shall become immediately due and payable. The City shall not be excused under any circumstances from making payments due and paying any unpaid amounts in respect of Power delivered to City prior to the Force Majeure Event performance interruption.

13. TERMINATION RIGHTS UPON EMINENT DOMAIN EVENT.

If at any time during the Term all or any material portion of the MicroGrid Premises shall be taken by eminent domain, either party shall have the right to terminate this Agreement upon receiving written notice of such eminent domain taking, and each Party shall be entitled to separately pursue an award for its respective property interest appropriated as well as any damages suffered thereby, and each Party hereby waives any right to any award that may be prosecuted by the other Party, except that Provider shall be entitled to a pro rata share thereof if City's award includes compensation for the MicroGrid System.

14. DEFAULT.

14.1 Provider Defaults and City Remedies.

(a) Provider Defaults. The following events shall constitute events of defaults with respect to Provider (each, a “Provider Default”):

- i. Provider shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors, except those as permitted under Article 16 herein; (D) commence a voluntary case under any bankruptcy law; (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Provider in an involuntary case under any bankruptcy law; or (G) take any corporate or other action for the purpose of effecting any of the foregoing;
- ii. a proceeding or case shall be commenced without the application or consent of Provider in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, or liquidator of Provider under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days; and
- iii. Provider breaches any material term of this Agreement and (A) if such breach can be cured within thirty (30) days after City’s notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; provided that the Provider provides the City with notice of the expected time it will take to cure the breach and such timeframe is not greater than ninety (90) days

(b) City’s Remedies.

- i. If a Provider Default described in Section 14.1(a)(i) or 14.1(a)(ii) has occurred, City may terminate this Agreement upon fifteen (15) days’ prior written notice to Provider;
- ii. If a Provider Default described in Section 14.1(a)(iii) has occurred and is continuing, City may terminate this Agreement immediately

upon the expiration of the respective grace periods set forth in such provision;

- iii. If a Provider Default described in Section 14.1(a) has occurred and is continuing, City may exercise any other remedy it may have at law or equity or under this Agreement; and
  - iv. City hereby expressly agrees that each of its remedies under Section 14.1(b) of this Agreement is subject to Lender's cure rights, to the extent applicable, under Section 16.3(b).
- (c) Actions to Prevent Injury. If any Provider Default creates an imminent risk of damage or injury to any Person or the City's property, then, in addition to any other right or remedy that City may have, City may (but shall not be obligated to) take such action as City deems appropriate to prevent such damage or injury; including disconnecting and removing all or a portion of the MicroGrid System.
- (d) Removal of System Upon Termination of Agreement Due to Provider's Default. In the event of any such termination by City due to Provider's default, City shall have the right, at its option, to either: (a) remove and dispose of the Natural Gas Generators and heat exchangers and restore the MicroGrid Premises to its original condition (other than mounting pads or other support structures and ordinary wear and tear) at Provider's cost or (b) notify Provider that City is exercising an option to purchase ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers from the Provider at a fair market value, such fair market value to be determined by an independent appraisal expert who is mutually agreeable to both Parties. If City exercises the option to purchase ownership at a fair market value, City and Provider will have no further liability under this Agreement. In addition, Provider agrees to cooperate with the City in the transfer of ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers, including the execution of any documents evidencing the transfer of ownership of the Natural Gas Generators, the Absorption Chiller and heat exchangers from Provider to City.

#### 14.2 City Defaults and Provider's Remedies.

- (a) City Default. The following events shall constitute events of defaults with respect to City (each, a "City Default"):
- i. City shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit

of its creditors; (D) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against City in an involuntary case under any bankruptcy law; or (F) take any governmental or other action for the purpose of effecting any of the foregoing;

- ii. a proceeding or case shall be commenced without the application or consent of City in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or (B) the appointment of a trustee, receiver, custodian or liquidator of City under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) or more days;
- iii. City breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and City fails to so cure, or (B) City fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; provided that the City provides the Provider with notice of the expected time it will take to cure the breach and such timeframe is not greater than ninety (90) days; and
- iv. City fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies.

- i. If a City Default described in Section 14.2(a)(i) or 14.2(a)(ii) has occurred, Provider may terminate this Agreement upon fifteen (15) days' prior written notice to City.
- ii. If a City Default described in Section 14.2(a)(iii) or 14.2(a)(iv) has occurred and is continuing, Provider may terminate this Agreement immediately upon the expiration of the respective grace periods set forth in such provisions and accelerate all payments expected to receive under this Agreement;
- iii. If a City Default described in Section 14.2(a) has occurred and continues beyond the expiration of grace periods thereunder, in addition to any other remedy hereunder, (A) Provider may remove

the Natural Gas Generators, the Absorption Chiller and heat exchangers from the Sites in compliance with the conditions of Section 4.2 herein and (B) Provider may exercise any other remedy it may have at law or equity under this Agreement.

- (c) Actions to Prevent Injury. If any City Default creates an imminent risk of damage or injury to any Person or any Person's property, then in any such case, in addition to any other right or remedy that Provider may have, Provider may (but shall not be obligated to) take such action as Provider deems appropriate which may include disconnecting and removing the Natural Gas Generators and heat exchangers, in compliance with the conditions of Section 4.2 herein, or suspending the supply of Power to City.

## 15. DISPUTE RESOLUTION.

- 15.1 Good-faith Negotiations. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach a compromise agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to arbitration in accordance with Section 15.2 except that if the Dispute involves an invoice and after ten (10) days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the Dispute to its satisfaction, such Party may immediately refer the matter to arbitration in accordance with Section 15.2.
- 15.2 Binding Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Section 15.1 shall be settled by binding arbitration conducted in a mutually agreed upon site, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitrator") in effect on the date that a Party gives notice of its demand for arbitration under this Section 15.2. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party, and the Parties shall select a single neutral Arbitrator with contract experience in the power industry and an understanding of power systems similar to the MicroGrid System. If the Parties cannot agree on a single neutral Arbitrator within fifteen (15) Business Days after the written demand for arbitration is provided, then the Arbitrator shall be selected by the American Arbitration Association. Each Party may then commence with and engage in discovery in connection with the arbitration as provided by Connecticut law and shall be entitled to submit expert testimony and other evidence in such arbitration proceeding. The decision of the Arbitrator shall be set forth in a written opinion of the Arbitrator and shall be binding upon Provider and City. Any award by such Arbitrator may then be enforced by Provider or City in a court of competent jurisdiction. Any award of the Arbitrator

shall include interest from the date of any damages incurred for breach or other violation of this Agreement and from the date of the award until paid in full at the Default Rate. Provider and City shall each bear the cost of preparing and presenting its own case; provided, however, that the Parties agree that the prevailing party in such arbitration shall be awarded its reasonable attorney's fees, expert fees, expenses and costs incurred in connection with the Dispute. The cost of the arbitration, however, including the fees and expenses of the Arbitrator, shall initially be shared equally by Provider and City, subject to reimbursement of such arbitration costs and attorney's fees and costs to the prevailing Party. The Arbitrator shall be instructed to establish procedures such that a decision can be rendered within sixty (60) calendar days of the appointment of the Arbitrator, unless otherwise mutually instructed by the Parties.

- 15.3 Exceptions to Arbitration Obligation. The obligation to arbitrate shall not be binding upon any Party with respect to (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute or (c) claims permitted hereunder against third parties.

16. ASSIGNMENT.

- 16.1 Provider Assignment. Except for the provisions in Section 16.3, Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of City; provided, however, that, without the prior consent of City, Provider may (i) make an Assignment to an Affiliate of Provider (provided that such Assignment shall not release Provider from its obligations hereunder), (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Provider's stock or assets (provided that such Assignment shall not release Provider from its obligations hereunder), or (iii) sell, transfer, assign or pledge its interest in the Natural Gas Generators and heat exchangers or any monies due under this Agreement (provided that City will not pay to a third party any monies owed hereunder without the advance written direction of Provider) (provided that such Assignment shall not release Provider from its obligations hereunder). A direct assignee from Provider of this Agreement shall assume in writing, in form and content reasonably satisfactory to City, the due performance of all Provider's obligations under this Agreement, including any accrued obligations at the time of the Assignment. A copy of the Assignment agreement, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution (if the assignee be a corporation) authorizing such Assignment agreement shall be sent to City not less than ten (10) days before the Contract Date of such Assignment.

- 16.2 City Assignment. City shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- 16.3 Financing Accommodations. City acknowledges that Provider may be financing the acquisition and installation of the MicroGrid System and the Natural Gas Generators, the Absorption Chiller and heat exchangers (the "Lender") and that Provider's obligations will be secured by, among other collateral, a pledge or collateral assignment of this Agreement or monies due from City under this Agreement. In order to facilitate any financing, City agrees as follows:
- (a) Consent to Collateral Assignment. City consents to the collateral assignment by Provider to Lender of this Agreement and the grant of a security interest by Provider to Lender in the Natural Gas Generators, the Absorption Chiller and heat exchangers, provided that such assignment and grant of security interest shall not relieve the Provider of its obligations hereunder.
  - (b) Lender's Default Rights. Notwithstanding any contrary term of this Agreement:
    - i. Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Natural Gas Generators and the Absorption Chiller.
    - ii. Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires Lender to cure any default of Provider under this Agreement or (unless Lender has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but City hereby gives it the option to do so, subject to the provisions of this Agreement.
    - iii. Upon the exercise of remedies under its security interest in this Agreement and the Natural Gas Generators and the Absorption Chiller, including any sale thereof by Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to Lender (or any Qualified Assignee of Lender as defined below) in lieu thereof, Lender shall give notice

to City of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

- iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, City shall enter into a new agreement with Lender or its Qualified Assignee having substantially the same terms and conditions as this Agreement so long as Lender or its Qualified Assignee cures any defaults existing under this Agreement as of the date of such termination or rejection and remedies any matters that ensue prior to the date of such new agreement.
- v. For purposes of this section, a “Qualified Assignee” must be a business organization with at least five (5) years’ experience in the operation and management of power systems sufficiently similar to the MicroGrid System.

(c) [Reserved]

(d) Right to Cure.

- i. City will not exercise any right to terminate or suspend this Agreement unless it shall have given Lender prior written notice of Provider’s default under this Agreement and Lender shall not have caused to be cured the condition giving rise to such default within the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by Lender within such period(s) and Lender commences and continuously pursues cure of such default within such period(s), such period(s) for cure will be extended for a reasonable period of time under the circumstances, such period(s) not to exceed additional thirty (30) days. The Parties’ respective obligations will otherwise remain in effect during any cure period(s).
- ii. If Lender or its Assignee (including any purchaser or transferee), pursuant to an exercise of remedies by Lender shall acquire control of Provider’s assets and shall, within the time periods described in Section 16.3(d)(i) above, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

17. NOTICES.

17.1 Notice Addresses. All notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Provider:

If to City:

or at such other address as may be designated in writing to the other Party, provided designation in writing of said other address is received by other Party within ten (10) business days of said other address taking effect.

17.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by email (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 17), and shall be deemed delivered to or received by the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by email (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

17.3 Notices of Default. Provided City has been notified of the presence of a Lender, City will deliver to Lender, concurrently with delivery thereof to Provider, a copy of each notice of default given by City under this Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to Lender. City will not mutually agree with Provider to terminate this Agreement without the written consent of Lender.

17.4 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by City in Section 17.1 herein, by regular first class mail postage prepaid.

18. CONFIDENTIALITY.

18.1 Confidentiality Obligation. Except as otherwise stated herein, if either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the MicroGrid System ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this

Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information to the extent allowed by law, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement and except as required by law. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and Affiliates, Lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 18.2. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

Notwithstanding the foregoing, City will afford due regard to a written request from the Provider for the protection of the Provider's proprietary and/or confidential information and the City will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with this agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, Provider shall delineate with specificity which materials provided by the Provider to the City, and in City's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or record that the Provider believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, Provider shall provide City with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of Provider that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, Provider shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon City any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by Provider that is sought pursuant to a FOIA request. Provider shall have the burden of establishing the availability of

any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the City any liability for the disclosure of any documents or information in its possession which the City believes are required to be disclosed pursuant to the FOIA or other requirements of law.

- 18.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:
- (a) becomes publicly available other than through the receiving Party;
  - (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
  - (c) is requested by the Internal Revenue Service or other taxing authority;
  - (d) is independently developed by the receiving Party;
  - (e) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality; or
  - (f) is required to be disclosed by the City pursuant to the Freedom of Information Act.
- 18.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement and the presence of the MicroGrid System on the MicroGrid Premises, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party.
- 18.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

19. INDEMNITY.

19.1 Provider Indemnity. Provider agrees that it shall indemnify and hold harmless City, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "City Indemnified Parties") from and against any and all Losses incurred by the City Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's acts or omissions or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of this Agreement. Provider shall not, however, be required to reimburse or indemnify any City Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any City Indemnified Party.

Provider shall indemnify and hold harmless City for any claims, fines, damages, and costs (including attorney's and consultant's fees) arising out of hazardous material liability to the extent Provider is responsible for such hazardous materials. This clause shall survive the termination of this Agreement and expiration of the Term.

19.2 City Indemnity. City agrees that it shall indemnify and hold harmless Provider, Lender, their permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of City's acts or omissions. City shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

19.3 Indemnification Procedure.

- (a) Whenever any claim arises for indemnification under this Agreement, the Person who has the right to be indemnified (the "Indemnified Party") shall notify the Person who has the indemnification obligation (the "Indemnifying Party") in writing as soon as practicable (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Party has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Party giving rise to such

indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

- (b) If the facts giving rise to any such indemnification shall involve any actual or threatened claim or demand by any third party (including an inquiry or audit by any Governmental Authority with respect to any period in whole or in part prior to the date of this Agreement) against the Indemnified Party or any possible claim or demand by the Indemnified Party against any such third party, the Indemnifying Party shall (without prejudice to the right of the Indemnified Party to participate at its expense through counsel of its own choosing) defend such claim in the name of the Indemnified Party at the Indemnifying Party's expense and through counsel of its own choosing. The Parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend such conferences and discovery as reasonably requested in connection therewith.
- (c) Notwithstanding the Indemnifying Party's obligation to assume and conduct the defense of a claim for indemnification with counsel of its choice, the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a claim for indemnification without the prior written consent of the Indemnified Party (not to be unreasonably withheld) unless the judgment or proposed settlement involves the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party or any acknowledgment of the validity of any claim. Until the Indemnifying Party assumes the defense of a claim of indemnification arising out of a third-party claim, the Indemnified Party may defend against the third-party claim in any manner it may deem reasonably appropriate; provided that in no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the third-party claim without the prior written consent of the Indemnifying Party (not to be unreasonably withheld).
- (d) At the time that the Indemnifying Party makes any indemnity payment under this Agreement, the indemnification payment shall be adjusted such that the indemnification payment, will result in the Indemnified Party receiving an amount equal to such indemnity payment, after taking into account (i) all national, state, and local income taxes that are actually payable by the Indemnified Party with respect to the receipt of such indemnity payment, and (ii) all national, state, and local income tax deductions allowable to the Indemnified Party for any items of loss and deduction for which the Indemnified Party is being indemnified.

20. INSURANCE.

- 20.1 At all times relevant to this Agreement, Provider shall maintain with a company or companies licensed or qualified to do business in the State of Connecticut, at least the following insurance coverage:
- (a) Workers' compensation insurance in compliance with appropriate federal and State of Connecticut laws, and employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee;
  - (b) Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions or this Agreement, with limits of not less than \$2,000,000 per occurrence and in the aggregate, \$1,000,000 products and completed operations aggregate, and \$1,000,000 personal injury and advertising injury per offense;
  - (c) Property coverage will be maintained providing replacement cost value for the portion of the MicroGrid System owned or maintained by Provider with limits not less than the replacement value of the MicroGrid System owned or maintained by Provider. This coverage shall include appropriate riders for specialty equipment as necessary.
- 20.2 At all times relevant to this Agreement, City shall maintain with a company or companies licensed or qualified to do business in the State of Connecticut, at least the following insurance coverage:
- (a) Insurance coverages normally maintained by City in its normal course of business relating to workers compensation and general liability insurance.
  - (b) Property coverage providing replacement cost value for the portion of the MicroGrid System owned or maintained by City with limits not less than the replacement value of the MicroGrid System owned or maintained by City. This coverage shall include appropriate riders for specialty equipment as necessary.
- 20.02 In addition, Provider must provide City with a bona fide list of all deductibles, retentions, or any other cost sharing agreements affecting this coverage. These deductibles, retentions, or other forms of cost sharing shall not exceed \$10,000.
- 20.3 Provider shall cause certified copies of all required insurance policies to be endorsed by the insurance providers for the above coverages. Evidence of the above insurance policies shall be provided on a continuous basis and on a standard ACORD form 25-S, providing not less than thirty (30) days notice of cancellation or material alteration. The insurance certificate(s) shall reflect the following changes to standard language: in the cancellation clause delete "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". All policies shall grant City, its successors, subsidiaries, directors, officers, agents and

employees a waiver of subrogation. The commercial general liability policy shall name City, its successors, subsidiaries, directors, officers, agents and employees as an additional insured.

21. MISCELLANEOUS.

- 21.1 Integration; Exhibits. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement and understanding between Provider and City with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail, and such Exhibit shall be corrected accordingly.
- 21.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and City.
- 21.3 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or City shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 21.4 Limited Effect of Waiver. The failure of Provider or City to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 21.5 Survival. The obligations under Section 9.2 (Provider Covenant), Sections 9.1 (City Covenants), Article 11 (Taxes and Governmental Fees), Article 15 (Dispute Resolution), Article 17 (Notices), Article 18 (Confidentiality), Article 19 (Indemnity), Article 21 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- 21.6 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Connecticut without reference to any choice of law principles.
- 21.7 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the

underlying intent of the Parties and to the intended economic benefits of the Parties.

- 21.8 Relation of the Parties. The relationship between Provider and City shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and City, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 21.9 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and City and their respective permitted successors and assigns.
- 21.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 21.11 Email Delivery. This Agreement may be duly executed and delivered by a Party by execution and email delivery of the signature page of a counterpart to the other Party, and, if delivery is made by email, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.
- 21.12 Attorneys' Fees. If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and expenses, expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.
- 21.13 Third-Party Beneficiary. City agrees that Lender is a third-party beneficiary to this Agreement with full right to enforce the provisions hereof and thereof.
22. State of Connecticut Provisions
- 22.1 The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the

Agreement as if they had been fully set forth in it. At the Provider's request, City shall provide a copy of these orders to Provider. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Roll, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

- 22.2. The State of Connecticut and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Provider's plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- 22.3 The Provider shall maintain, accurate and complete records and the Provider shall make available such records at all reasonable hours for audit and inspection by the State and its agents.
- 22.4 The State shall make all requests for any audit or inspection in writing and shall provide Provider with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 22.5 All audits and inspections shall be at the State's expense.
- 22.6 Provider shall keep and preserve or cause to be kept and preserved all of its records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period, If any Claim or audit is started before the expiration of this period, Provider shall retain or cause to be retained all records until all Claims or audit findings have been resolved.
- 22.7 Provider shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Provider shall cooperate with an exit conference,
- 22.8 Provider shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any other Party.
- 22.9 Americans With Disabilities Act. Provide shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to

the extent applicable, during the term of the Agreement. City may cancel the Contract if Provider fails to comply with the Act.

- 22.10 Affirmative Action and Sexual Harassment Policy. Provider agrees to comply with the DEEP's Affirmative Action and Sexual Harassment Policies available on DEEP's web Sites. Hard copies of the policy statements are available upon request at DEEP.
- 22.11. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, See Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations.
- 22.12 Sovereign Immunity. The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section of this Agreement, this section shall govern,
- 22.13. Notwithstanding any provisions in this Agreement to the contrary, City may terminate the Agreement without penalty or costs whenever DEEP or the State of Connecticut makes a written determination that such Termination is in the best interests of the State.
- 22.14 Protection of State and Purchaser Confidential Information. Provider, at its own expense, has a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (a) Provider shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of

Confidential Information. Such data-security program shall include, but not be limited to, the following:

- 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- 3) A process for reviewing policies and security measures at least annually;
- 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 6) Provider shall notify Purchaser, DEEP and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Provider has come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, Provider shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by Provider at its own cost and expense to all individuals affected by the Confidential information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. Provider's costs and expenses for the credit monitoring and protection plan shall not be recoverable from City, DEEP, any State of Connecticut entity or any affected individuals.

7) Provider shall incorporate the requirements of this Section in all subcontracts requiring each Subcontractor to safeguard Confidential Information in the same manner as provided for in this Section.

(b) Nothing in this Section shall supersede in any manner Provider's obligations pursuant to HIPAA or the provisions of this Agreement concerning the obligations of Provider as a Business Associate of the DEEP.

**[SIGNATURE PAGE ATTACHED]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written above.

**PROVIDER:**

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

**CITY:**

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

Exhibit A

DESCRIPTION OF MICROGRID PREMISES

The Natural Gas Generators shall be located at the Bridgeport City Hall and at the City of Bridgeport Police Station.

The Absorption Chiller shall be located at the Bridgeport City Hall.

The heat exchangers shall be located at the Bridgeport City Hall and at the City of Bridgeport Police Station.

The Thermal Sites shall be the Bridgeport City Hall, the City of Bridgeport Police Station and the Eisenhower Center.

The Electric Sites shall be the Bridgeport City Hall, the City of Bridgeport Police Station and the Senior Center.

The Bridgeport City Hall has an address of 45 Lyon Terrace, Bridgeport, Connecticut.

The City of Bridgeport Police Station has an address of 300 Congress Street, Bridgeport, Connecticut.

The Senior Center has an address of \_\_\_\_\_.

The Eisenhower Center has an address of \_\_\_\_\_.

The precise locations of the MicroGrid System shall be determined by the City and Provider in good faith consultations.

The Provider shall attach a Site Plan to this Exhibit A showing the precise location of the MicroGrid System **prior to or after the signing of this Agreement.**

The Site Plan shall show the Ownership Demarcation Point and the Operations Demarcation Point.

The Site Plan shall provide a drawing demonstrating the proposed method of electric interconnection and thermal energy interconnection of the MicroGrid System to the Sites.

**The attached Sites Plan shows the Property That Comprises the “MicroGrid Premises”**

(to be provided as a separate document)

## Exhibit B

### DESCRIPTION OF MICROGRID SYSTEM AND STANDBY SYSTEM

#### MicroGrid System Description:

- The MicroGrid System shall consist of three (3) 265 Kw reciprocating engines fueled by natural gas (“Natural Gas Generators”) for a total MicroGrid System capacity of 795 Kw.
- The Natural Gas Generators will be composed of a Generator Set package from Ener-G/Rudox, Model E265UL and include engines manufactured by Mann in Germany, model number E 2842 E 312.
- The MicroGrid System will include transfer switches, switch gear, transformers and all related distribution infrastructure. The MicroGrid System will also include heat exchangers for use with thermal energy generated by the MicroGrid System.
- The MicroGrid System will come equipped with a sound attenuating enclosure rated for outdoor use.
- The MicroGrid System will meet all local safety and emissions requirements required for constant operation, including an SCR/Oxidation Catalyst Package if necessary.
- The MicroGrid System will be designed for total production of 2.55 MWh per year, with a base load of approximately 140 Kw and a peak load in excess of 795 Kw. Any excess load will be provided by the local EDC or by the Standby Generator. The MicroGrid System will be designed to provide a minimum production of 140 Kw and a maximum production of 789 Kw (net of plant parasitic load).
- The MicroGrid System will be designed to provide a minimum of 661,500 BTU/hour and a maximum of 4.212 mmBTU/hour of hot water to the City Hall, Police Station and Eisenhower Center (the “Thermal Sites”).
- The MicroGrid System will include a 200 ton Absorption Chiller that will provide cold water to the City Hall and to the Police Station.
- The thermal connection between the Police Station and City Hall shall include a four pipe system (2 pipes for hot water and 2 pipes for cold water). The thermal connection between the City Hall and the Eisenhower Center shall include a two pipe system for hot water only.
- The MicroGrid System shall be interconnected to provide electricity to the City Hall, Police Department and the Senior Center (the “Electric Sites”).
- The MicroGrid System is also includes a Standby Generator. The Standby Generator shall consist of one (1) 250 Kw reciprocating engine fueled by diesel fuel (“Standby Generator”).
- The Standby Generator will be composed of a diesel engine manufactured by \_\_\_\_\_, model number E 2842 E 312.
- The Standby Generator will include transfer switches, switch gear, transformers and all related distribution infrastructure.
- The Standby Generator will meet all local safety and emissions requirements required for standby operation.
- The Standby Generator will be designed for total production of 250 Kw load. The Standby Generator will be designed to provide production when either load in excess of the Natural Gas Generators is necessary and the grid is unavailable to provide the excess

load or when all or part of the Natural Gas Generators are unavailable to produce electricity.

- Provider guarantees a heat rate associates with the natural gas generators of no lower/higher than X.

**Attached are the detailed MicroGrid System Specifications**

**Exhibit C—DEEP Grant Agreement**

**Exhibit D—System Test Requirements**

**Exhibit E—Operation and Maintenance Agreements**

**Exhibit F—Termination Payment Schedule**

**Exhibit G—Emergency Contact Information**

**Exhibit H—Calculation of Fuel Charge**

**Exhibit I—Sample Invoice**



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**CENTRAL GRANTS OFFICE**

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

ANDREW J. NUNN  
Chief Administrative Officer

CHRISTINA B. SMITH  
Director  
Central Grants

COMM. #87-14 Referred to ECD&E Committee on  
5/4/2015

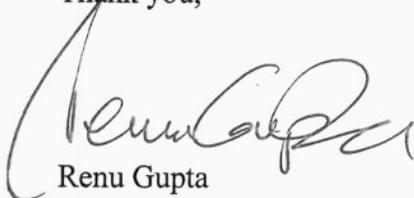
April 29, 2015

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

Re: A Resolution by the Bridgeport City Council Regarding the **State of Connecticut Department of Energy & Environmental Protection Urban Green & Community Garden Initiative Grant (Project # 15352)** for referral to the ECDE committee

If you have any questions or require any additional information please contact me at 203-576-7732 or [renu.gupta@bridgeportct.gov](mailto:renu.gupta@bridgeportct.gov).

Thank you,



Renu Gupta

RECEIVED  
CITY CLERK'S OFFICE  
2015 APR 29 P 3:32  
ATTEST  
CITY CLERK



Central Grants Office  
 City of Bridgeport  
 999 Broad Street  
 Bridgeport, CT 06604

# Grant Information Sheet

## Contact Information

Project Manager	Steve Hladun	Phone	203-576-7797
Grant Writer	Renu Gupta	Phone	203-576-7732

## Background Information

Grant Program (Full Title)	<b>Community Gardens- (Project # 15352)</b>		
Funding Entity	<b>State of Connecticut Department of Energy &amp; Environmental Protection Urban Green &amp; Community Garden Initiative Grant</b>		
Program Start Date	July 1, 2015	Program End Date	June 30, 2016
Overseeing Department	Parks & Recreation and GVI		
Purpose/Scope of Grant Project	<p><b>Purpose [Why?]:</b> The objective of the program is to assist municipalities to clean th distressed properties and make them green</p> <p><b>Scope/Description:</b> State Funds will be used towards the renovation of 4 community gardens and for Johnson Oak Park Community Garden</p> <p><b>Location(s)/Address (es) [Where?]:</b></p>		
Project/Service Carried Out By	<input type="checkbox"/> City of Bridgeport <input checked="" type="checkbox"/> External Organization(s): GVI		
Project/Service Council District(s) – Approx.	<input type="checkbox"/> N/A or No Specific Limits <input checked="" type="checkbox"/> Citywide <input type="checkbox"/> 130th <input type="checkbox"/> 131th	<input type="checkbox"/> 132th <input type="checkbox"/> 133th <input type="checkbox"/> 134th <input type="checkbox"/> 135th	<input type="checkbox"/> 136th <input type="checkbox"/> 137th <input type="checkbox"/> 138th <input type="checkbox"/> 139th
Rationale for Project Location(s)			
Award Type	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Recognition Only		
Amount	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Requested: \$110,656 <input type="checkbox"/> Awarded: \$		
Match Amount	<input type="checkbox"/> N/A <input type="checkbox"/> Cash- <input type="checkbox"/> In-Kind:		
Match Source(s) (Account Line/Project/Staff/Entity)	<input type="checkbox"/> N/A    Match is not required but GVI will spend \$112,775 towards the project		

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Energy & Environmental Protection Urban Green &  
Community Garden Initiative Grant  
(Project # 15352)**

**WHEREAS**, the State of Connecticut Department of Energy & Environmental Protection is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through Urban Green & Community Garden Initiative and,

**WHEREAS**, funds under this grant are appropriated to municipal governments to assist to clean the distressed properties and make them green

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the State of Connecticut Department of Energy & Environmental Protection and work with GVI for rebuilding designated community gardens

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

That it is cognizant of the City's grant application and contract with the State of Connecticut Department of Energy & Environmental Protection and Green Village Initiative (GVI)

That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State of Connecticut Department of Energy & Environmental Protection and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



BILL FINCH  
Mayor

OFFICE OF THE  
**DEPARTMENT OF PUBLIC FACILITIES**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7130

**JORGE J. GARCIA**  
*Director Public Facilities*

Date: April 22, 2015

To: Frances Wilson  
Assist. City Clerk

From: Jorge J. Garcia, Director  
Public Facilities

Re: Application for Waiver of City Council Ordinance to Extend Driveway Width

---

The attached application is from Cabezas DeAngelis Engineers & Surveyors requesting extension of driveway entrance on 197 Ash Street, Globe Industries.

See letter attached from Jon Urquidi, City Engineer with his recommendation to include additional comments for approval of permit City Ordinance 12.08/030.

Please place on the next City Council agenda for referral to the Public Safety Committee.

Attachment

pc: Chris DeAngelis, PE  
Jon Urquidi, City Engineer



CITY OF BRIDGEPORT  
**ENGINEERING DEPARTMENT**

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

BILL FINCH  
Mayor

JON URQUIDI  
City Engineer

April 22, 2015

Jorge Garcia  
Director Public Facilities  
Bridgeport, Connecticut 06604

Re: **185, 197 and 235 Ash Street – Application for Waiver of City Council Ordinance 12.08.07 to Extend Driveway Width**

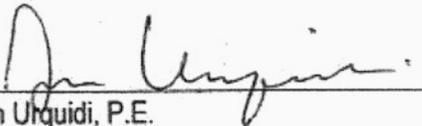
Dear Mr. Garcia:

Please be advised that we have reviewed the attached plan labeled "WB-62 Truck Template Proposed Curb Cut 197 Ash Street" Prepared by Cabezas DeAngelis Dated January 2015, and the letter from Mr. Chris DeAngelis dated January 26, 2015, for the extension of a driveway width for Globe Industries on Ash Street. The purpose of the extended driveway curb cut is to provide adequate turning movements for delivery Vehicles in the facility and so that those vehicles do not encroach on the sidewalk in front of the property. The existing curb cut is approximately 165 feet long and the sidewalks and curb are generally in disrepair

We recommend that approval be granted for the driveway as depicted on the plans based on the following additional comments:

1. The property owner has agreed to replace the sidewalks and curbs at their expense.
2. The curb cut will be reduced from 165 feet to 45 feet
3. The petitioner's request must be formally referred to City Council for any waiver requests to City Ordinances. The request should be accompanied by a recommendation by the City Engineer's office that wider driveways are required to facilitate delivery to the site in and out of the subject property. A wider curb cut will also facilitate emergency vehicle movements in and out of the site.

Very truly yours,

  
\_\_\_\_\_  
Jon Urquidi, P.E.  
City Engineer

JPU/p

c: Bobby Kennedy, Public Facilities  
Fire Chief Brian Rooney



ENGINEERS & SURVEYORS • 1450 BARNUM AVENUE • SUITE 201 • BRIDGEPORT, CT 06610

January 26, 2015

Mr. Jorge Garcia, Director  
Public Facilities Administration  
City of Bridgeport / City Hall Annex  
99 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, CT 06604

**Re: 197 Ash Street**

Dear Mr. Garcia:

Attached please find the site plan for the proposed building addition at the above noted address. The owner of the building is Globe Industries, a long-standing business in Bridgeport that has occupied the property for several years and seeks to expand.

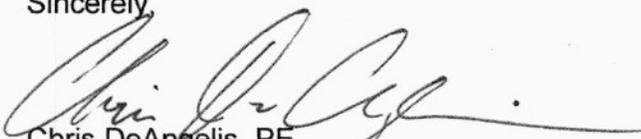
The new building addition requires a loading dock to be constructed along Ash Street. In order to accommodate trucks into the dock, a 45' wide curb cut is required (see Figure A), which is greater than the 30' maximum allowed for commercial driveways. Therefore, we request that the City Council allow this curb cut to be constructed as shown on the project plans.

Please note the following important considerations:

1. The existing sidewalk along Ash Street is in disrepair, and will be reconstructed with new walks and curbs to City standards;
2. The existing curb cut opening is approximately 165' as shown on Figure B attached, so the new curb cut will actually reduce the existing opening significantly;
3. The new loading dock on Ash Street will help to remove some truck traffic from Dewey Street which the owner currently is using for truck deliveries;
4. The project will include other improvements such as drainage, landscaping and the aforementioned sidewalk and curb improvements.

We hope that this letter meets with your satisfaction at this time. If you have any questions regarding this request, please do not hesitate to contact me. Thank you.

Sincerely,



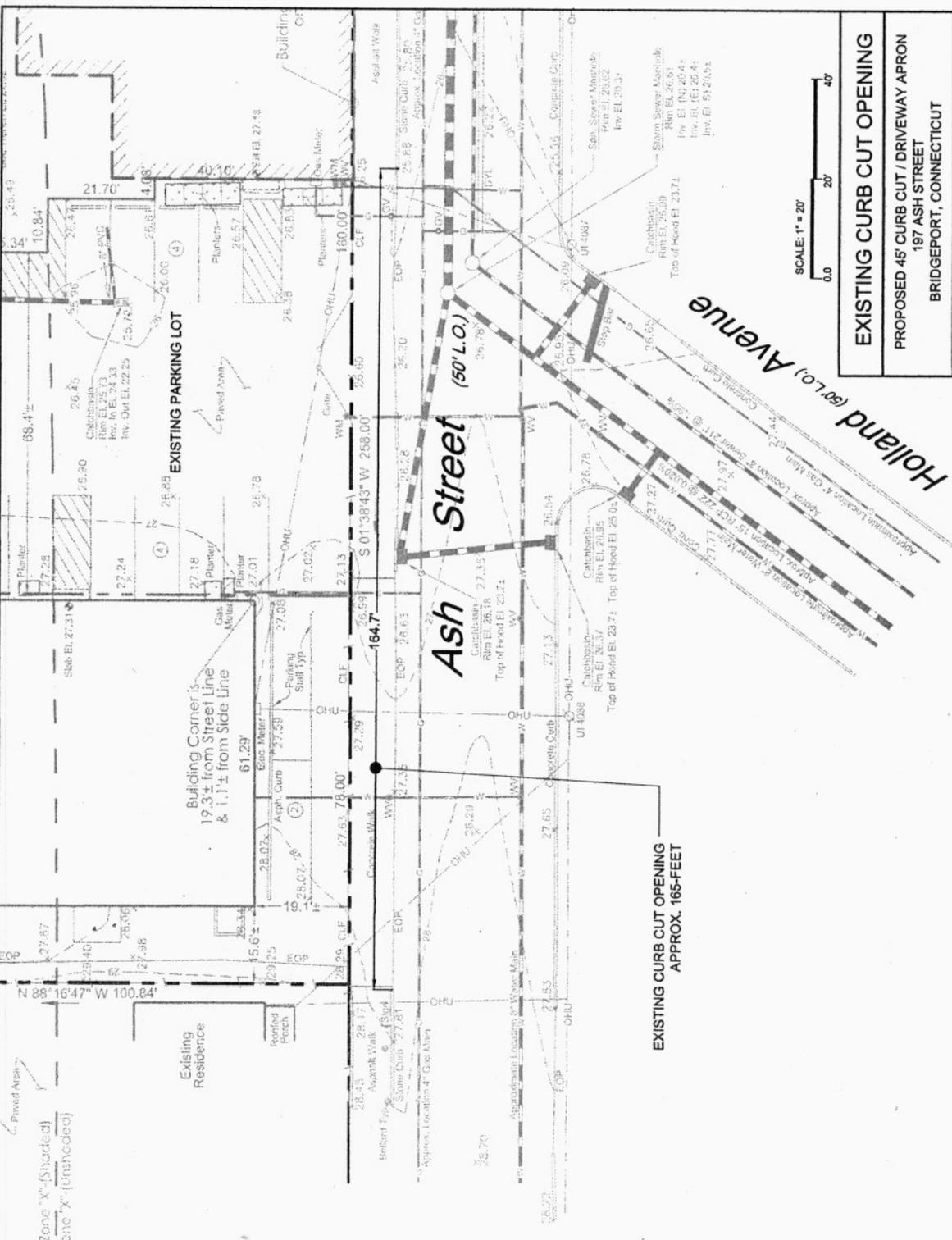
Chris DeAngelis, PE  
CABEZAS-DeANGELIS, LLC





Approx. FEMA Zone Boundary Line  
(Scalloped line of Location and  
Graphic Plotting Only)

Zone "X" (Shaded)  
Zone "X" (unshaded)



SCALE: 1" = 20'  
0.0 20' 40'

<b>EXISTING CURB CUT OPENING</b>
<b>PROPOSED 45' CURB CUT / DRIVEWAY APRON</b> 197 ASH STREET
BRIDGEPORT, CONNECTICUT
DATE: JAN. 2015
FIGURE B

EXISTING CURB CUT OPENING  
APPROX. 165-FEET

**Cabezas DeAngelis**  
ENGINEERS & SURVEYORS  
1450 BARNUM AVENUE • SUITE 201  
BRIDGEPORT, CT 06610  
P. 203.330.8700 F. 203.330.8701



## OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION	
Log ID/Item Number:	#84-14
Submitted by Councilmember(s):	Enrique Torres
Co-Sponsors(s):	Choose an item.
District:	130TH
Subject:	(See Section II)
Referred to:	Ordinance Committee
City Council Date:	May 4, 2015

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, most residents of the city of Bridgeport have significant assets listed under Real Estate Personal Property which are subject to high property taxes due to our significantly high mil rate; and

WHEREAS, many residents of the city are dependent on their homes for shelter; and

WHEREAS, it is the habit of the city administration and the City Council to provide abatements to countless developers for the purpose of providing "affordable housing"; and

WHEREAS, most city residents fall into the category of low income to moderate income; and

NOW, THEREFORE, BE IT RESOLVED, that taking of homes by foreclosure action must only be employed after consultation and approval of said action by the Common Council, first through appropriate committee and then as a whole Council.

# RESOLUTION

By Councilmember(s): Enrique Torres

District: 130<sup>th</sup>

Introduced at a meeting  
Of the City Council, held:

May 4, 2015

Referred to:

Committee on Ordinance

Attest: \_\_\_\_\_  
*City Clerk*

RECEIVED  
CITY CLERK'S OFFICE  
2015 APR 29 P 12: 05  
ATTEST  
CITY CLERK

WHEREAS, most residents of the city of Bridgeport have significant assets listed under Real Estate Personal Property which are subject to high property taxes due to our significantly high mil rate; and

WHEREAS, many residents of the city are dependent on their homes for shelter; and

WHEREAS, it is the habit of the city administration and the City Council to provide abatements to countless developers for the purpose of providing "affordable housing"; and

WHEREAS, most city residents fall into the category of low income to moderate income; and

NOW, THEREFORE, BE IT RESOLVED, that taking of homes by foreclosure action must only be employed after consultation and approval of said action by the Common Council, first through appropriate committee and then as a whole Council.

*Referrals Made:*



## OFFICE OF THE CITY CLERK RESOLUTION FORM

### SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	#85-14
Submitted by Councilmember(s):	Enrique Torres
Co-Sponsors(s):	Choose an item.
District:	130TH
Subject:	(See Section II)
Referred to:	Ordinance Committee
City Council Date:	May 4, 2015

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, most residents of the city of Bridgeport have significant assets listed under automotive registration which are subject to high property taxes due to our significantly high mil rate; and

WHEREAS, many residents of the city are dependent on those vehicles for transportation between their homes and their work as well as for errands as a part of their personal lives; and

WHEREAS, it is highly understood that our high property tax represents the state's most regressive tax on automobiles; and

WHEREAS, the city of Bridgeport has one of the state's highest unemployment rates; and

NOW, THEREFORE, BE IT RESOLVED, that taking of vehicles and the action of "booting" must only be employed after multiple offenses and that a certified letter submitted to the owners of said vehicle describing the action to be taken and notice provided to the appropriate City Council Committee for their approval of said action.

85-14

# RESOLUTION

By Councilmember(s): Enrique Torres

District: 130<sup>th</sup>

Introduced at a meeting  
Of the City Council, held:

May 4, 2015

Referred to:

Committee on Ordinance

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

*City Clerk*

RECEIVED  
CITY CLERK'S OFFICE  
2015 APR 29 P 12: 05

ATTEST  
CITY CLERK

WHEREAS, most residents of the city of Bridgeport have significant assets listed under automotive registration which are subject to high property taxes due to our significantly high mil rate; and

WHEREAS, many residents of the city are dependent on those vehicles for transportation between their homes and their work as well as for errands as a part of their personal lives; and

WHEREAS, it is highly understood that our high property tax represents the state's most regressive tax on automobiles; and

WHEREAS, the city of Bridgeport has one of the state's highest unemployment rates; and

NOW, THEREFORE, BE IT RESOLVED, that taking of vehicles and the action of "booting" must only be employed after multiple offenses and that a certified letter submitted to the owners of said vehicle describing the action to be taken and notice provided to the appropriate City Council Committee for their approval of said action.

*Referrals Made:*



## OFFICE OF THE CITY CLERK RESOLUTION FORM

### SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	#86-14
Submitted by Councilmember(s):	Enrique Torres
Co-Sponsors(s):	Choose an item.
District:	130TH
Subject:	(See Section II)
Referred to:	Ordinance Committee
City Council Date:	May 4, 2015

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, all city residents utilize the WPCA for their sewage removal and it is the habit of WPCA to legally lean and then foreclose for past due bills; and

WHEREAS, many city residents are dependent on their homes for shelter; and

WHEREAS, WPCA can never lose that which is owed by city property owners due to the necessity to clear up all debt on a property before a ownership transfer ; and

WHEREAS, the action of leaning or foreclosing a property act to increase city revenues at the unacceptable cost to our city residents; and

WHEREAS, most city residents fall into the category of low to moderate income; and

WHEREAS, the interest rate charged by WPCA is excessive for city residents to tolerate and that the rate charges should be only as high as the city earns for other investments; and

NOW, THEREFORE, BE IT RESOLVED, that leaning or taking of homes by foreclosure action by the WPCA or the city of Bridgeport must only be employed after consultation and approval of said action by the Common Council, first through appropriate committee and then as a whole Council.

86-14

## RESOLUTION

By Councilmember(s): Enrique Torres

District: 130<sup>th</sup>

Introduced at a meeting  
Of the City Council, held:

May 4, 2015

Referred to:

Committee on Ordinance

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

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

RECEIVED  
CITY CLERK'S OFFICE

2015 APR 29 P 12:05

ATTEST  
CITY CLERK

WHEREAS, all city residents utilize the WPCA for their sewage removal and it is the habit of WPCA to legally lean and then foreclose for past due bills; and

WHEREAS, many city residents are dependent on their homes for shelter; and

WHEREAS, WPCA can never lose that which is owed by city property owners due to the necessity to clear up all debt on a property before a ownership transfer ; and

WHEREAS, the action of leaning or foreclosing a property act to increase city revenues at the unacceptable cost to our city residents; and

WHEREAS, most city residents fall into the category of low to moderate income; and

WHEREAS, the interest rate charged by WPCA is excessive for city residents to tolerate and that the rate charges should be only as high as the city earns for other investments; and

NOW, THEREFORE, BE IT RESOLVED, that leaning or taking of homes by foreclosure action by the WPCA or the city of Bridgeport must only be employed after consultation and approval of said action by the Common Council, first through appropriate committee and then as a whole Council.

*Referrals Made:*



# 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:

## **\*33-14 Consent Calendar**

### **A Resolution Authorizing the Disposition of Certain City-Owned Properties by Auction, by Sale to Abutter, or by Sale to Community Based Housing Development Corporations**

**WHEREAS**, over time by foreclosure and other conveyances, property comes to the ownership of the City of Bridgeport, much of which is blighted and deteriorated or consists of vacant lots, both buildable and non-buildable;

**WHEREAS**, the Bridgeport City Council has the legal authority to approve the disposition of City-owned property; and

**WHEREAS**, the twenty-three properties listed in this resolution have been approved for disposition by the City Planning and Zoning Commission and subsequently by the City Hall Committee; and

**WHEREAS**, certain City-owned properties are located between two abutting property owners and consist of small silvers or non-buildable lots such that the best strategy for disposing of such properties would be to transfer them to an abutting property owner for the highest offer available thereby adding value to the abutting property while adding to the City's tax base and decreasing the City's ongoing maintenance responsibilities; and

**WHEREAS**, certain City properties lend themselves to redevelopment for small scale infill housing development and affordable housing development, such as is constructed by various community-based housing development organizations; and

**WHEREAS**, certain City properties may be of such value that it would be in the City's financial interest to offer them at public auction to the highest responsible bidder; Now, therefore be it

**RESOLVED**, that with respect to the following twenty-three properties listed within this resolution, the Mayor and/or the Director of OPED or their Designee is authorized to sale, lease, transfer or otherwise dispose of said properties by any of the three following methods:

1. Public Auction to the Highest Responsible Bidder
2. Direct Sale to an Abutter Making the Highest Responsible Offer
3. Direct Sale to a Responsible Community Based Housing Development Corporation, provided such Corporation agrees to pay full taxes on such Property;



Report of Committee on ECD and Environment  
**\*33-14 Consent Calendar**

-2-

**BE IT FURTHER RESOLVED** that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to take all necessary actions and to do any and all necessary and appropriate things in furtherance of the objectives of this resolution.

<b>NUMBER</b>	<b>ADDRESS</b>	<b>HOUSE TYPE</b>	<b>Block/Lot</b>
117	Andover Street	Res-Lot	308-28
167	Wessels Ave	Res-Lot	1940-01
145	Andover Street	Res-lot	308-36
106	Clifford Street	Res-Lot	620-31
112	Clifford Street	Res-Lot	620-30
65	Clifford Street	Res-Lot	620-02
1327	Reservoir Avenue	Res-Lot	2778-43
141	William Street	Res-Lot	1653-13A
143	William Street	Res-Lot	1653-13
1519	Seaview Avenue	Res-Lot	750-16
502	Berkshire Avenue	Res-Lot	1722-18
138	Ranch Street	Res-Lot	2513-13A
677	Noble Avenue	Res-Lot	1631-14
1206	East Main Street	Res-Lot	1736-3A
74	Circular Avenue	Res-Condo	245-1A
167	Bradley Street	Res-Mult	2026-27
309	Bunnell Street	Res-Mult	747-26
171	Deforest Avenue	Res-Lot	611-07
47	Goodsell Street	Res	1001-14
242	Pearl Harbor Street	Res	1939-40
849	Noble Avenue	Res-Lot	1614-14
1777	Central Avenue	Res-Rowhouse	1813-24
121	George Street	Res-lot	
6-9	Madison CT	Res-Lot	1004-4
104	Journire Road	Res	2560-18

Attached please find individual parcel locator maps and parcel data sheets for all of these disposition parcels.



Report of Committee on ECD and Environment  
**\*33-14 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

\_\_\_\_\_  
Jose R. Casco

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

\_\_\_\_\_  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez

**117 ANDOVER ST**

**Location** 117 ANDOVER ST **Assessment** \$48,560  
**Mblu** 19/ 308/ 28/ / **Appraisal** \$69,370  
**Acct#** EA-0000091 **PID** 2518  
**Owner** BRIDGEPORT CITY OF FORECLOSURE **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$0	\$69,370	\$69,370

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$0	\$48,560	\$48,560

**Owner of Record**

**Owner** BRIDGEPORT CITY OF FORECLOSURE **Sale Price** \$0  
**Co-Owner** **Book & Page** 1589/ 542  
**Address** EXEMPT PARCEL N/A **Sale Date** 08/24/1978  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History
No Data for Ownership History

**Building Information**

**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	

Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



(http://images.vgsi.com/photos/BridgeportCTPhotos//\00\08\99\73.JPG)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 920  
**Description** Mun Lnd Com  
**Zone** ILI  
**Neighborhood** IND  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.09  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$48,560  
**Appraised Value** \$69,370

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$69,370	\$69,370
2011	\$0	\$69,370	\$69,370
2009	\$0	\$69,370	\$69,370

<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$48,560	\$48,560
2011	\$0	\$48,560	\$48,560
2009	\$0	\$48,560	\$48,560

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Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	

 Building Photo

(<http://images.vgsi.com/photos/BridgeportCTPhotos//\00\10\06/94.jpg>)

**Building Layout**



<b>Building Sub-Areas</b>	<b>Legend</b>
No Data for Building Sub-Areas	

**Extra Features**

<b>Extra Features</b>	<b>Legend</b>
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 921  
**Description** Mun Lnd Res  
**Zone** RC  
**Neighborhood** 1610  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.94  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$28,690  
**Appraised Value** \$40,990

**Outbuildings**

<b>Outbuildings</b>	<b>Legend</b>
---------------------	---------------

No Data for Outbuildings

**Valuation History**

<b>Appraisal</b>			
Valuation Year	Improvements	Land	Total
2012	\$132,520	\$40,990	\$173,510
2011	\$132,520	\$40,990	\$173,510
2009	\$148,880	\$40,990	\$189,870

<b>Assessment</b>			
Valuation Year	Improvements	Land	Total
2012	\$92,760	\$28,690	\$121,450
2011	\$92,760	\$28,690	\$121,450
2009	\$104,220	\$28,690	\$132,910

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**145 ANDOVER ST #151**

<b>Location</b>	145 ANDOVER ST #151	<b>Assessment</b>	\$48,560
<b>Mblu</b>	19/ 308/ 36/ /	<b>Appraisal</b>	\$69,370
<b>Acct#</b>	EB-0000101	<b>PID</b>	2526
<b>Owner</b>	BRIDGEPORT CITY OF	<b>Building Count</b>	1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$0	\$69,370	\$69,370

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$0	\$48,560	\$48,560

**Owner of Record**

<b>Owner</b>	BRIDGEPORT CITY OF	<b>Sale Price</b>	\$0
<b>Co-Owner</b>		<b>Book &amp; Page</b>	1851/ 114
<b>Address</b>	EXEMPT PARCEL N/A BRIDGEPORT, CT 00000	<b>Sale Date</b>	02/27/1985

**Ownership History**

Ownership History
No Data for Ownership History

**Building Information**

**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	

Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



(<http://images.vgsi.com/photos/BridgeportCTPhotos//\00\08\99\82.JPG>)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 920  
**Description** Mun Lnd Com  
**Zone** ILI  
**Neighborhood** IND  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.09  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$48,560  
**Appraised Value** \$69,370

**Outbuildings**

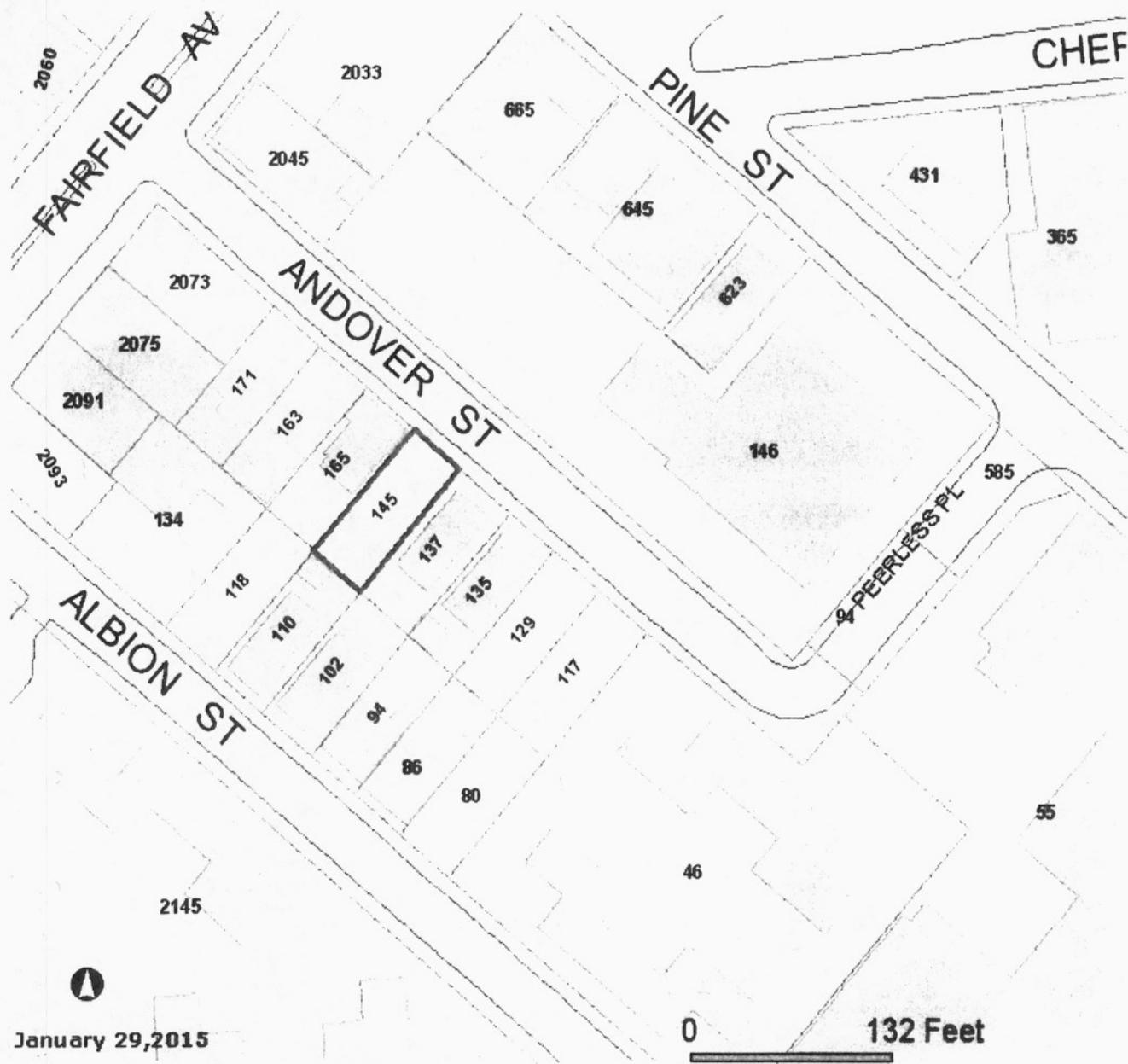
Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$69,370	\$69,370
2011	\$0	\$69,370	\$69,370
2009	\$0	\$69,370	\$69,370

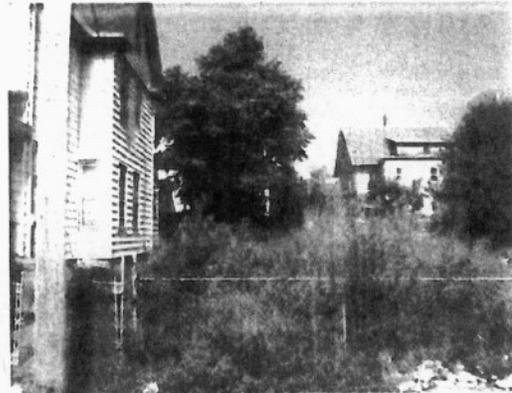
<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$48,560	\$48,560
2011	\$0	\$48,560	\$48,560
2009	\$0	\$48,560	\$48,560

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Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



(<http://images.vgsi.com/photos/BridgeportCTPhotos//\00\09\74\98.jpg>)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 921  
**Description** Mun Lnd Res  
**Zone** RBB  
**Neighborhood** 1040  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Acres)** 0.06  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$12,830  
**Appraised Value** \$18,330

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

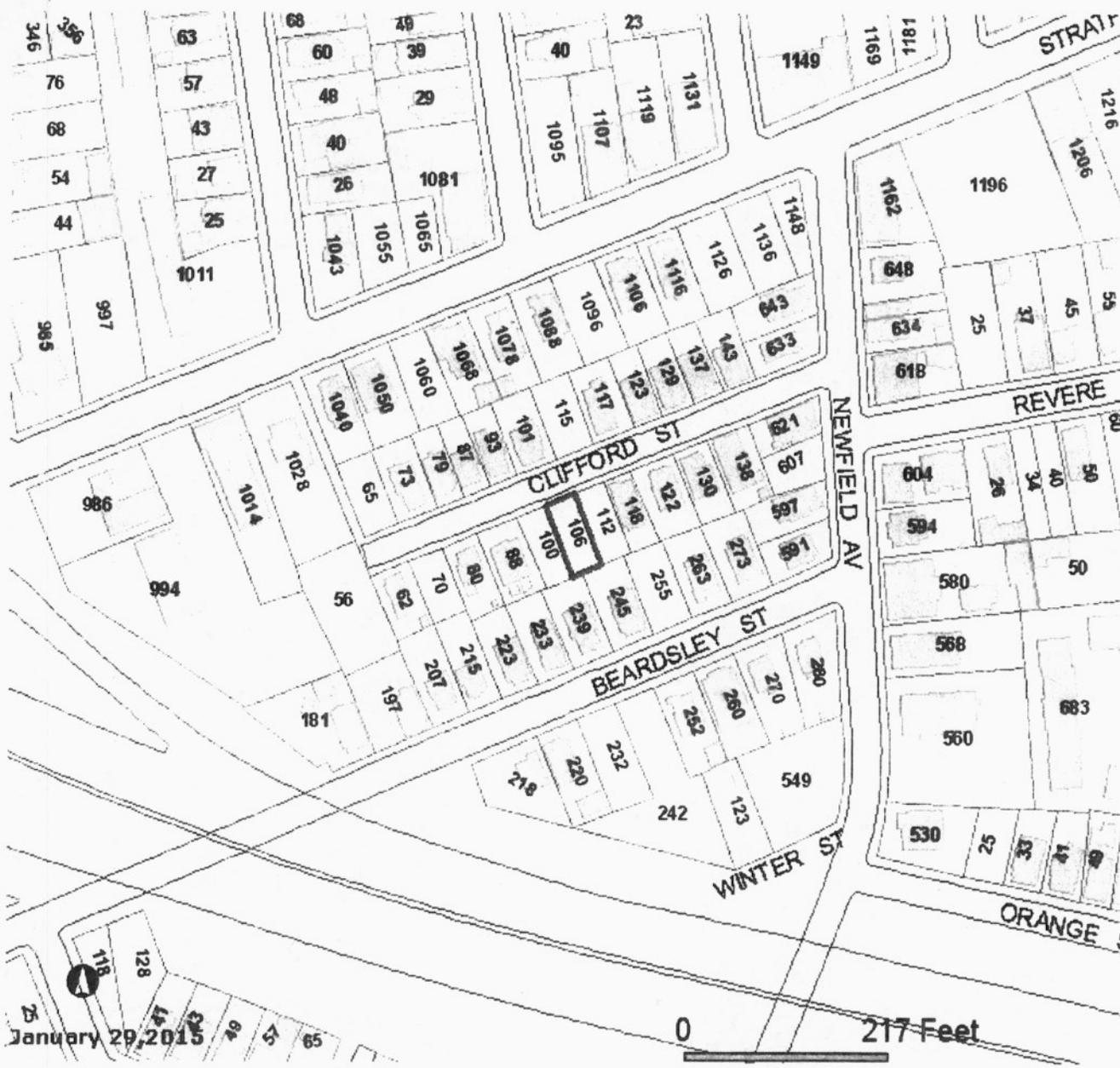
No Data for Outbuildings

**Valuation History**

<b>Appraisal</b>			
Valuation Year	Improvements	Land	Total
2012	\$0	\$18,330	\$18,330
2011	\$0	\$18,330	\$18,330
2009	\$0	\$18,330	\$18,330

<b>Assessment</b>			
Valuation Year	Improvements	Land	Total
2012	\$0	\$12,830	\$12,830
2011	\$0	\$12,830	\$12,830
2009	\$0	\$12,830	\$12,830

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Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



(<http://images.vgsi.com/photos/BridgeportCTPhotos/\00\09\75\00.jpg>)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

<b>Use Code</b>	921
<b>Description</b>	Mun Lnd Res
<b>Zone</b>	RBB
<b>Neighborhood</b>	1040
<b>Alt Land Appr Category</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	0.06
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$12,830
<b>Appraised Value</b>	\$18,330

**Outbuildings**

--

**Outbuildings**

**Legend**

No Data for Outbuildings

**Valuation History**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$18,330	\$18,330
2011	\$0	\$18,330	\$18,330
2009	\$0	\$18,330	\$18,330

<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$12,830	\$12,830
2011	\$0	\$12,830	\$12,830
2009	\$0	\$12,830	\$12,830

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**65 CLIFFORD ST**

**Location** 65 CLIFFORD ST **Assessment** \$13,260  
**Mblu** 37/ 621/ 2/ / **Appraisal** \$18,940  
**Acct#** EA-0001710 **PID** 3814  
**Owner** BRIDGEPORT CITY OF FORECLOSURE **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$0	\$18,940	\$18,940

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$0	\$13,260	\$13,260

**Owner of Record**

**Owner** BRIDGEPORT CITY OF FORECLOSURE **Sale Price** \$0  
**Co-Owner** **Book & Page** 0/ 0  
**Address** EXEMPT PARCEL N/A **Sale Date**  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History
No Data for Ownership History

**Building Information**

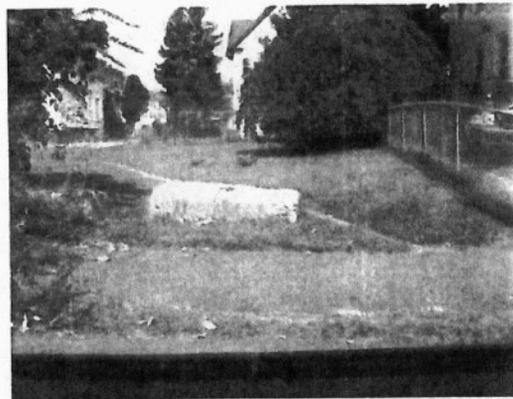
**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	

Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Full Baths:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Fireplaces:	
Fin Bsmt Area:	
Fin Bsmt Quality:	
Bsmt Garages:	



(<http://images.vgsi.com/photos/BridgeportCTPhotos//\00\09\74\96.jpg>)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 921  
**Description** Mun Lnd Res  
**Zone** RBB  
**Neighborhood** 1040  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Acres)** 0.07  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$13,260  
**Appraised Value** \$18,940

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$18,940	\$18,940
2011	\$0	\$18,940	\$18,940
2009	\$0	\$18,940	\$18,940

<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$13,260	\$13,260
2011	\$0	\$13,260	\$13,260
2009	\$0	\$13,260	\$13,260

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**1327 RESERVOIR AV**

<b>Location</b>	1327 RESERVOIR AV	<b>Assessment</b>	\$46,740
<b>Mblu</b>	83/ 2778/ 43/ /	<b>Appraisal</b>	\$66,770
<b>Acct#</b>	EB-0014920	<b>PID</b>	32244
<b>Owner</b>	BRIDGEPORT CITY OF	<b>Building Count</b>	1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$0	\$66,770	\$66,770

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$0	\$46,740	\$46,740

**Owner of Record**

<b>Owner</b>	BRIDGEPORT CITY OF	<b>Sale Price</b>	\$0
<b>Co-Owner</b>		<b>Book &amp; Page</b>	0/ 0
<b>Address</b>	EXEMPT PARCEL N/A BRIDGEPORT, CT 00000	<b>Sale Date</b>	

**Ownership History**

Ownership History
No Data for Ownership History

**Building Information**

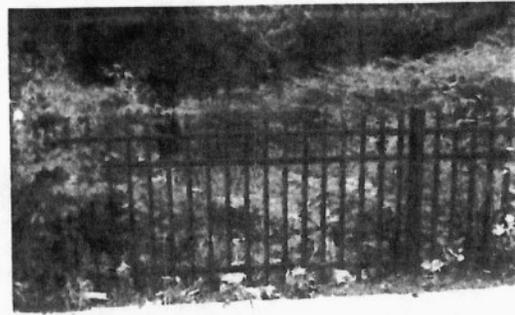
**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	

Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Full Baths:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Fireplaces:	
Fin Bsmt Area:	
Fin Bsmt Quality:	
Bsmt Garages:	



(http://images.vgsi.com/photos/BridgeportCTPhotos//\00\04\01\12.jpg)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 921  
**Description** Mun Lnd Res  
**Zone** RA  
**Neighborhood** 2140  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Acres)** 0.79  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$46,740  
**Appraised Value** \$66,770

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$66,770	\$66,770
2011	\$0	\$66,770	\$66,770
2009	\$0	\$66,770	\$66,770

<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$46,740	\$46,740
2011	\$0	\$46,740	\$46,740
2009	\$0	\$46,740	\$46,740

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January 29, 2015

327 Feet

**141 WILLIAM ST**

**Location** 141 WILLIAM ST **Assessment** \$60,740  
**Mblu** 42/ 1653/ 13/A / **Appraisal** \$86,770  
**Acct#** RL-0055000 **PID** 14396  
**Owner** BRIDGEPORT REDEVELOPMENT AGENCY **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$7,950	\$78,820	\$86,770
Assessment			
Valuation Year	Improvements	Land	Total
2013	\$5,570	\$55,170	\$60,740

**Owner of Record**

**Owner** BRIDGEPORT REDEVELOPMENT AGENCY **Sale Price** \$0  
**Co-Owner** **Book & Page** 4439/ 296  
**Address** 45 LYON TERR **Sale Date** 10/19/2000  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
LEONETTI PHILIP C	\$0	0/ 0	01/01/1900

**Building Information**

**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Outbuildings
Model	
Grade:	
Stories:	

Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Full Baths:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Fireplaces:	
Fin Bsmt Area:	
Fin Bsmt Quality:	
Bsmt Garages:	



(http://images.vgsi.com/photos/BridgeportCTPhotos/\00\09\84\28.jpg)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 920  
**Description** Mun Lnd Com  
**Zone** B1  
**Neighborhood** NC3  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Acres)** 0.12  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$55,170  
**Appraised Value** \$78,820

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph			5298 SF	\$7,950	1

**Valuation History**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$7,950	\$78,820	\$86,770
2011	\$7,950	\$78,820	\$86,770
2009	\$7,950	\$78,820	\$86,770

<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$5,570	\$55,170	\$60,740
2011	\$5,570	\$55,170	\$60,740
2009	\$5,570	\$55,170	\$60,740

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**143 WILLIAM ST**

**Location** 143 WILLIAM ST **Assessment** \$61,110  
**Mblu** 42/ 1653/ 13/ / **Appraisal** \$87,310  
**Acct#** RL-0054900 **PID** 14395  
**Owner** BRIDGEPORT REDEVELOPMENT AUTHORITY (BRA) **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$8,490	\$78,820	\$87,310

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$5,940	\$55,170	\$61,110

**Owner of Record**

**Owner** BRIDGEPORT REDEVELOPMENT AUTHORITY (BRA) **Sale Price** \$0  
**Co-Owner** **Book & Page** 4439/ 296  
**Address** 45 LYON TERRACE **Sale Date** 10/19/2007  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
LEONETTI PHILIP C	\$0	0/ 0	01/01/1900

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1930  
**Living Area:** 432  
**Replacement Cost:** \$23,777  
**Building Percent:** 15  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$3,570

**Building Photo**

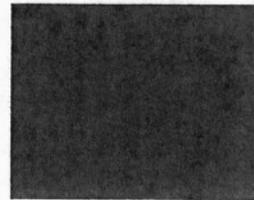
Building Attributes	
Field	Description
STYLE	Commercial
MODEL	Comm/Ind
Grade:	E
Stories:	1

Occupancy:	1
Exterior Wall 1:	Brick
Exterior Wall 2:	Concr/CinderBl
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Floor 1:	Linoleum
Interior Floor 2:	
Heating Fuel:	None
Heating Type:	None
AC Type:	None
Bldg Use:	Mun Com Bldg Mdl 94
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	0
Ttl Half Baths:	0
Ttl Xtra Fix:	0
1st Floor Use:	
Heat/AC:	None
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceil & Walls
Rooms/Prtns:	Average
Wall Height:	9
% Comn Wall:	



(http://images.vgsi.com/photos/BridgeportCTPhotos/\00\09\84\29.jpg)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	432	432
		432	432

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

<b>Use Code</b>	922
<b>Description</b>	Mun Com Bldg Mdl 94
<b>Zone</b>	B1
<b>Neighborhood</b>	NC3
<b>Alt Land Appr Category</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	0.12
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$55,170
<b>Appraised Value</b>	\$78,820

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph			4000 SF	\$3,600	1
FN1	Fence, Chain	4	4 ft	240 LF	\$1,320	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$8,490	\$78,820	\$87,310
2011	\$8,490	\$78,820	\$87,310
2009	\$8,490	\$78,820	\$87,310

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$5,940	\$55,170	\$61,110
2011	\$5,940	\$55,170	\$61,110
2009	\$5,940	\$55,170	\$61,110

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**1519 SEAVIEW AV**

**Location** 1519 SEAVIEW AV **Assessment** \$56,040  
**Mblu** 43/ 750/ 16/ / **Appraisal** \$80,050  
**Acct#** RS-0088400 **PID** 5281  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$10,500	\$69,550	\$80,050
Assessment			
Valuation Year	Improvements	Land	Total
2013	\$7,350	\$48,690	\$56,040

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 8387/ 309  
**Address** 45 LYON TERRACE **Sale Date** 03/22/2011  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
SLEZAK LUCILLE A 1/2 &	\$0	3301/ 58	08/23/1994
SLEZAK JOHN B EST	\$0	3235/ 109	03/10/1994
SLEZAK JOHN B & ALICE SLEZAK	\$0	3091/ 155	01/29/1993
HARE INC	\$0	2982/ 47	03/04/1992

**Building Information**

**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent**  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Outbuildings

Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



(http://images.vgsi.com/photos/BridgeportCTPhotos//\00\09\84\95.jpg)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 921  
**Description** Mun Lnd Res  
**Zone** ILI  
**Neighborhood** SVAI  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Acres)** 0.09  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$48,690  
**Appraised Value** \$69,550

**Outbuildings**

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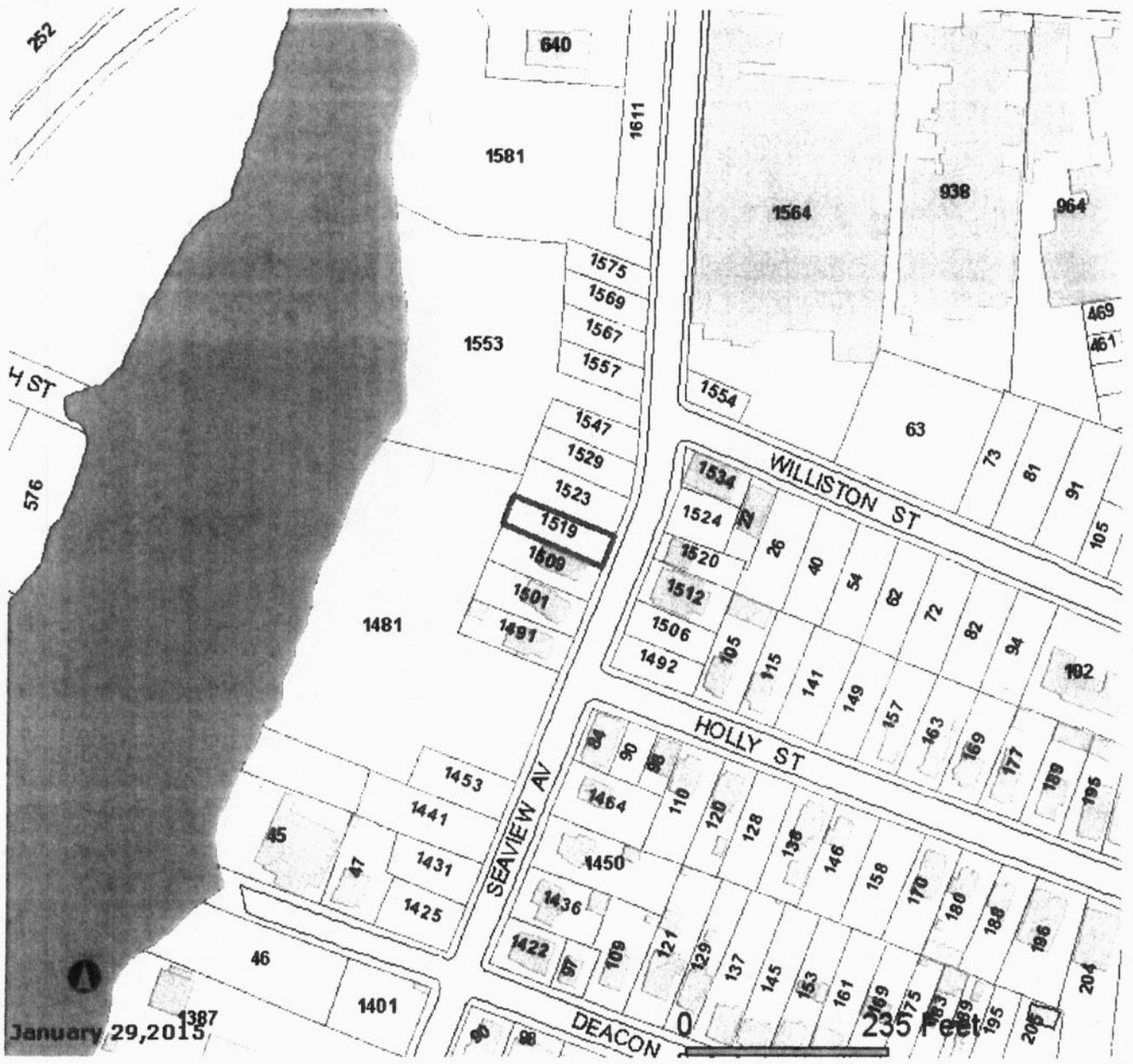
Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
WIRN	Wrought Iron 6			250 LF	\$10,500	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$10,500	\$69,550	\$80,050
2011	\$10,500	\$69,550	\$80,050
2009	\$10,500	\$69,550	\$80,050

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$7,350	\$48,690	\$56,040
2011	\$7,350	\$48,690	\$56,040
2009	\$7,350	\$48,690	\$56,040

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**502 BERKSHIRE AV**

**Location** 502 BERKSHIRE AV **Assessment** \$19,450  
**Mblu** 48/ 1722/ 18/ / **Appraisal** \$27,790  
**Acct#** RS-0011626 **PID** 15093  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$0	\$27,790	\$27,790

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$0	\$19,450	\$19,450

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 7714/ 71  
**Address** 45 LYON TERRACE **Sale Date** 01/02/2008  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
STREIT MARK	\$0	3254/ 161	04/29/1994
IOVITA JAMES	\$5,000	2503/ 230	06/01/1988
DIPIETRO FRANCES ALICE	\$0	2442/ 349	01/26/1988

**Building Information**

**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent**  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Vacant Land
Model	

Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



(<http://images.vgsi.com/photos/BridgeportCTPhotos/\00\07\58\75.JPG>)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 921  
**Description** Mun Lnd Res  
**Zone** C  
**Neighborhood** 1430  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.09  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$19,450  
**Appraised Value** \$27,790

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

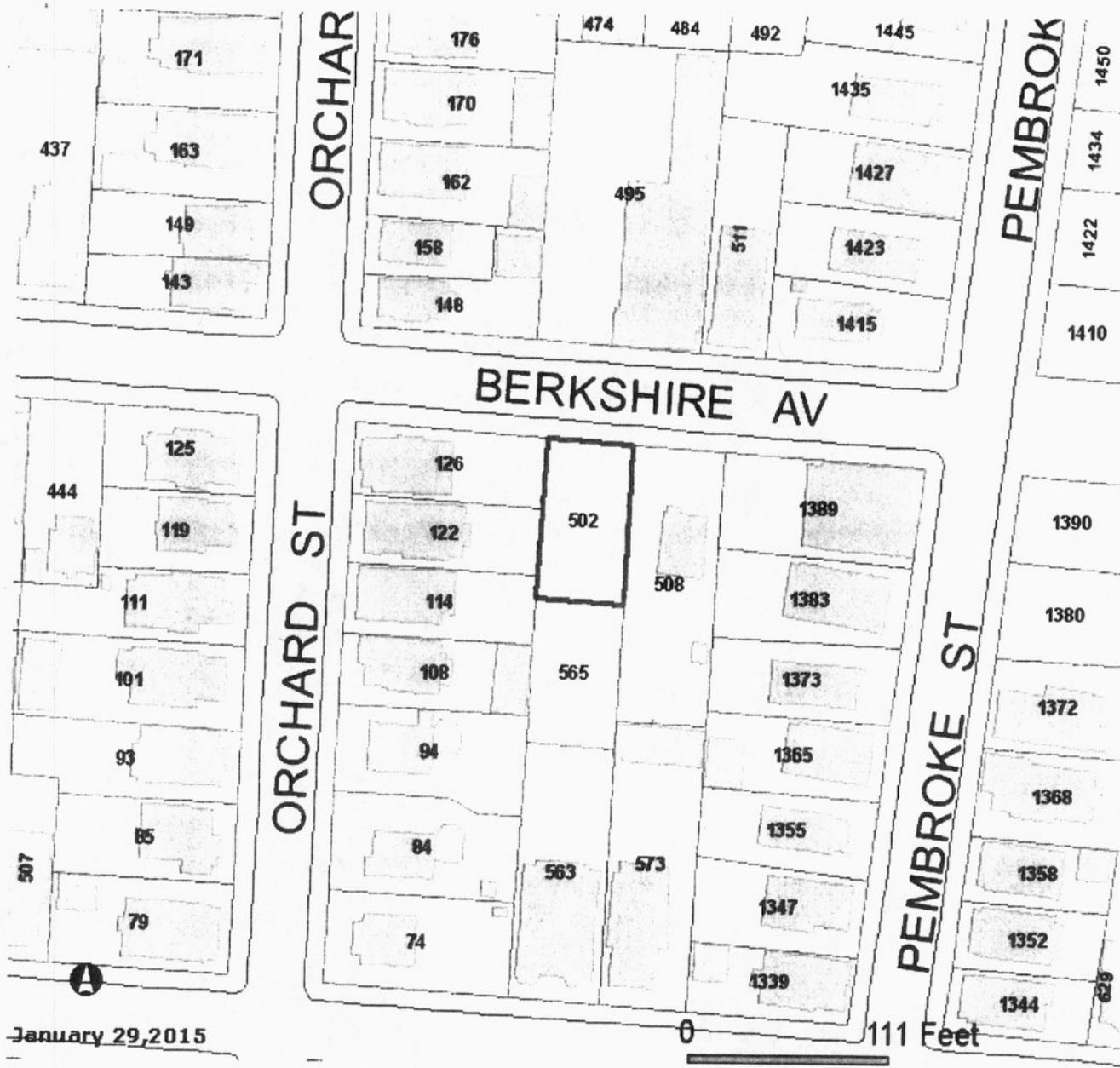
No Data for Outbuildings

**Valuation History**

<b>Appraisal</b>			
Valuation Year	Improvements	Land	Total
2012	\$0	\$27,790	\$27,790
2011	\$0	\$27,790	\$27,790
2009	\$0	\$27,790	\$27,790

<b>Assessment</b>			
Valuation Year	Improvements	Land	Total
2012	\$0	\$19,450	\$19,450
2011	\$0	\$19,450	\$19,450
2009	\$0	\$19,450	\$19,450

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**138 RANCH DR**

**Location** 138 RANCH DR **Assessment** \$29,510  
**Mblu** 80/ 2513/A 10/ / **Appraisal** \$42,150  
**Acct#** EA-0006100 **PID** 28827  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$0	\$42,150	\$42,150

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$0	\$29,510	\$29,510

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 1216/ 110  
**Address** EXEMPT PARCEL N/A **Sale Date** 04/24/1961  
 BRIDGEPORT, CT 00000

**Ownership History**

Ownership History
No Data for Ownership History

**Building Information**

**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	

Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



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**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 921  
**Description** Mun Lnd Res  
**Zone** RA  
**Neighborhood** 2060  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.14  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$29,510  
**Appraised Value** \$42,150

**Outbuildings**

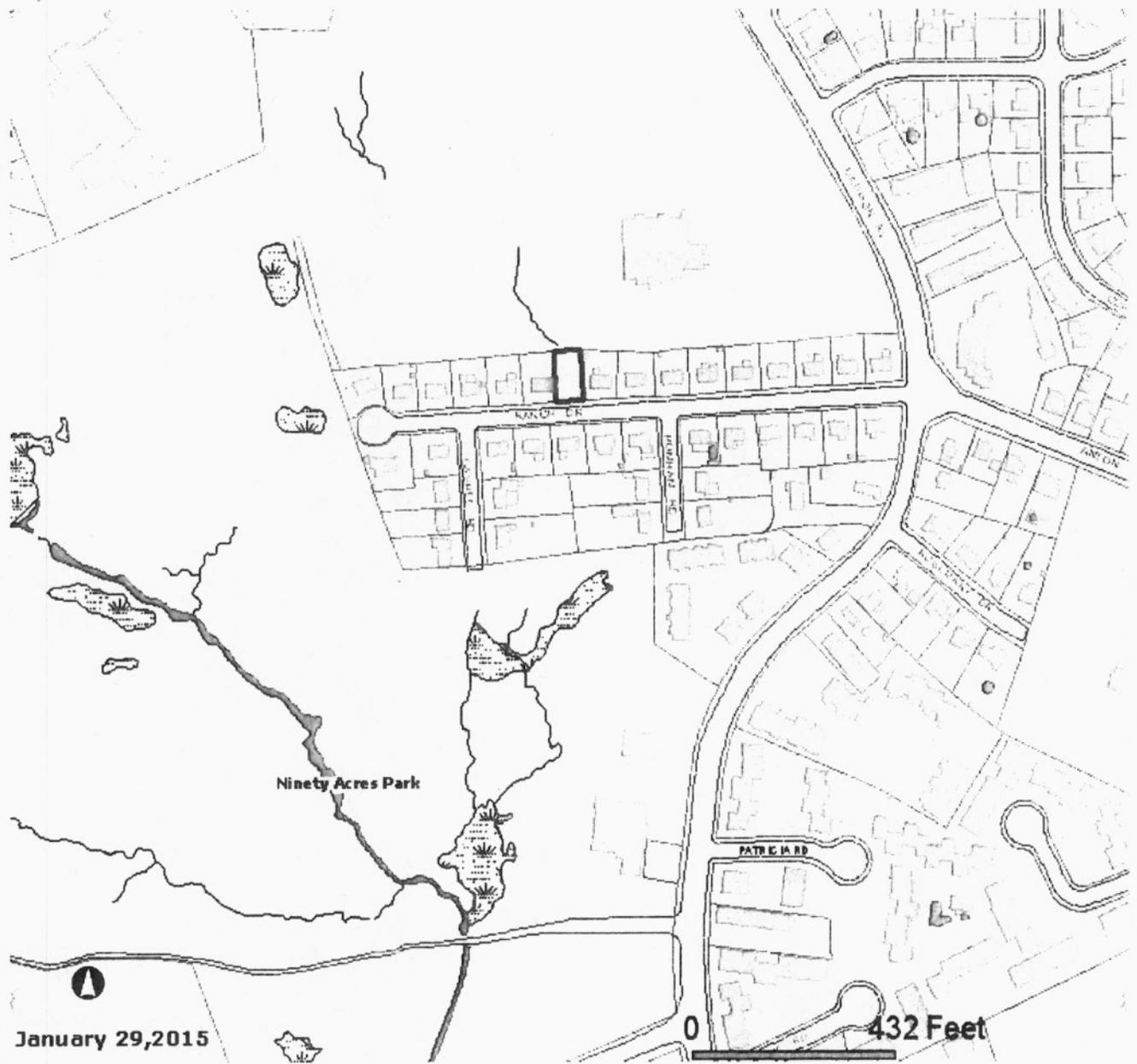
Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$42,150	\$42,150
2011	\$0	\$42,150	\$42,150
2009	\$0	\$42,150	\$42,150

<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2012	\$0	\$29,510	\$29,510
2011	\$0	\$29,510	\$29,510
2009	\$0	\$29,510	\$29,510

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**677 NOBLE AV**

**Location** 677 NOBLE AV **Assessment** \$104,540  
**Mblu** 48/ 1631/ 14/ / **Appraisal** \$149,350  
**Acct#** RF-0092169 **PID** 14156  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$117,750	\$31,600	\$149,350

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$82,420	\$22,120	\$104,540

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$29,500  
**Co-Owner** **Book & Page** 8311/ 67  
**Address** 45 LYON TERRACE **Sale Date** 10/19/2010  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
QUINTO VINCENT	\$0	6812/ 290	01/30/2006
FRAMULARO ANGELO R	\$0	2326/ 350	07/06/1987
FRAMULARO CHARLES V & ANGELO R	\$0	2010/ 87	01/16/1986

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1902  
**Living Area:** 2092  
**Replacement Cost:** \$196,323  
**Building Percent** 59  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$115,830

**Building Photo**

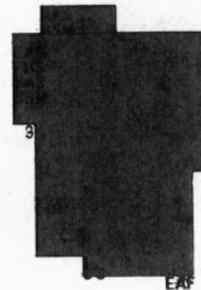
Building Attributes	
Field	Description
Style	Two Family
Model	Residential

Grade:	C
Stories:	2.25
Occupancy:	2
Exterior Wall 1:	Asbest Shingle
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Forced Air
AC Type:	None
Total Bedrooms	5 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	11
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



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**Building Layout**



Building Sub-Areas		Legend	
Code	Description	Gross Area	Living Area
BAS	First Floor	861	861
FUS	Finished Upper Story	817	817
EAF	Fin Expansion Attic	827	414
BSM	Basement	861	0
FOP	Open Porch	56	0
		3422	2092

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

<b>Use Code</b>	924
<b>Description</b>	Mun Res Bldg Mdl 01
<b>Zone</b>	RC
<b>Neighborhood</b>	1415

**Land Line Valuation**

<b>Size (Acres)</b>	0.07
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$22,120

Alt Land Appr No  
Category

Appraised Value \$31,600

**Outbuildings**

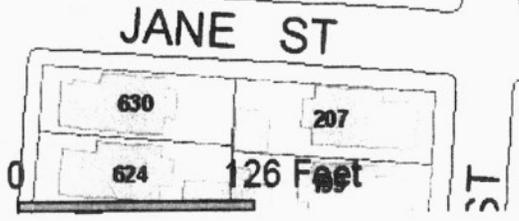
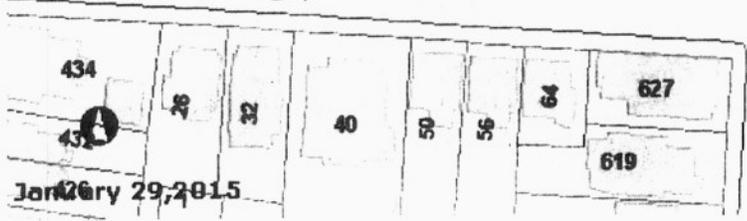
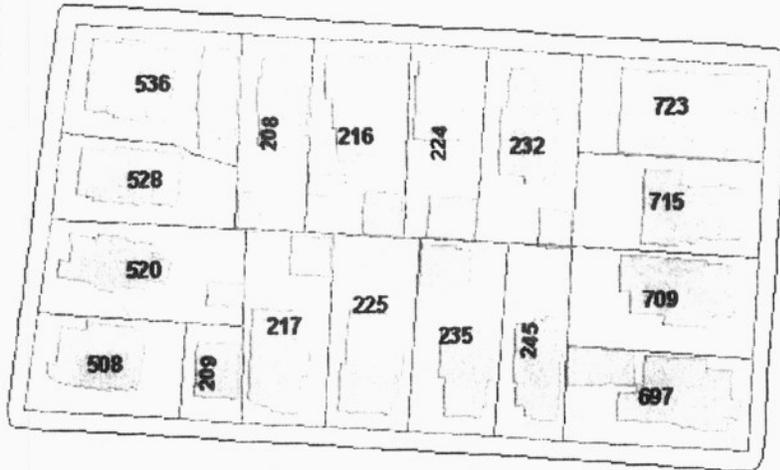
Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
GAR1	Garage	CB	CindBk/Frame	200 SF	\$1,920	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$117,750	\$31,600	\$149,350
2011	\$117,750	\$31,600	\$149,350
2009	\$136,810	\$31,600	\$168,410

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$82,420	\$22,120	\$104,540
2011	\$82,420	\$22,120	\$104,540
2009	\$95,760	\$22,120	\$117,880

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**1206 EAST MAIN ST #1208**

**Location** 1206 EAST MAIN ST #1208      **Assessment** \$44,930  
**Mblu** 48/ 1736/ 3/A /      **Appraisal** \$64,190  
**Acct#** RR-0081660      **PID** 15255  
**Owner** BRIDGEPORT CITY OF      **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$0	\$64,190	\$64,190

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$0	\$44,930	\$44,930

**Owner of Record**

**Owner** BRIDGEPORT CITY OF      **Sale Price** \$0  
**Co-Owner**      **Book & Page** 8291/ 306  
**Address** 45 LYON TERRACE      **Sale Date** 09/09/2010  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
EAST MAIN STREET	\$14,835	4714/ 175	11/16/1994
ROMAN GEORGE	\$0	3330/ 333	11/16/1994
ROMAN WILLIAM	\$0	2917/ 27	07/10/1991
ROMAN MARCIA M	\$0	2315/ 308	06/18/1987

**Building Information**

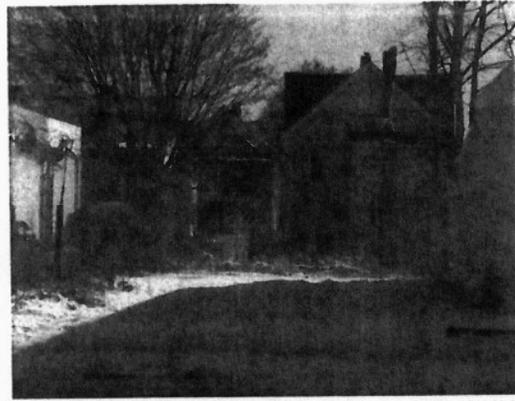
**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Vacant Land

Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Fireplaces	
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



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**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

<b>Use Code</b>	920
<b>Description</b>	Mun Lnd Com
<b>Zone</b>	ORN
<b>Neighborhood</b>	EM2
<b>Alt Land Appr Category</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	0.06
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$44,930
<b>Appraised Value</b>	\$64,190

**Outbuildings**

--

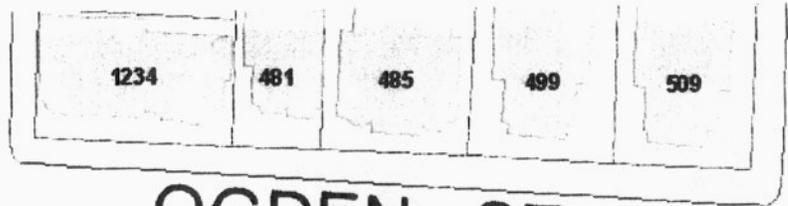
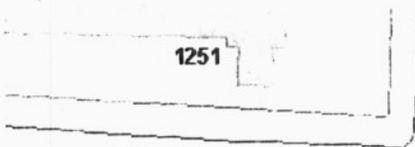
Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

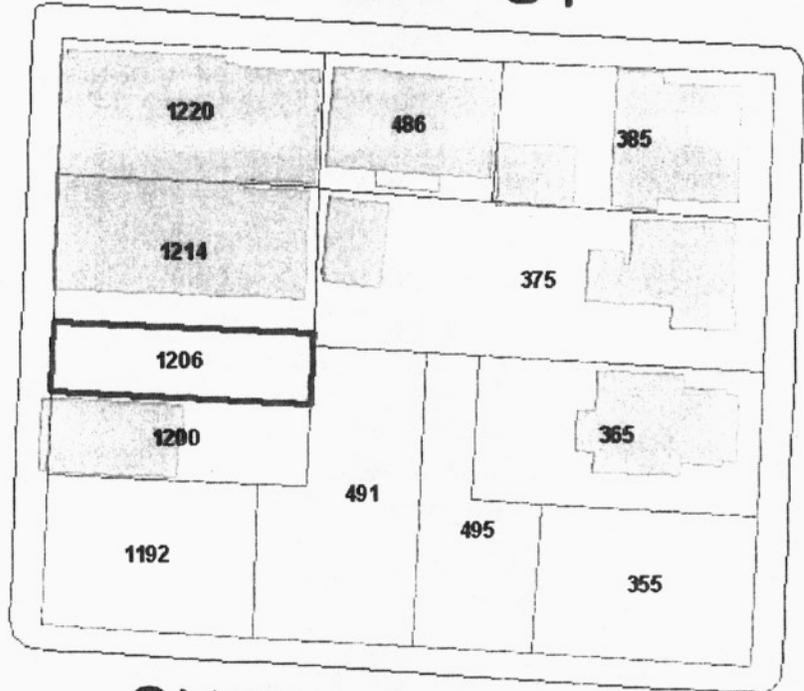
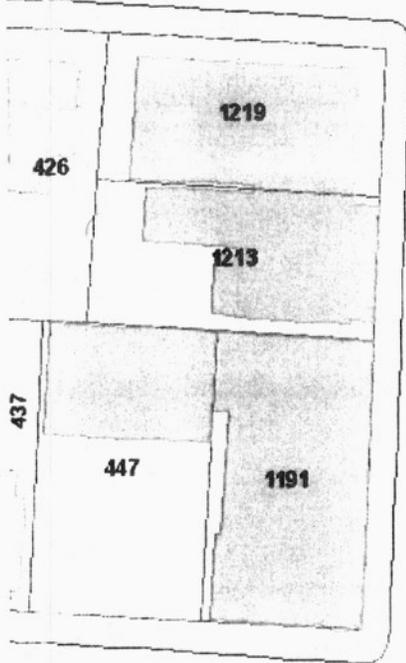
Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$0	\$64,190	\$64,190
2011	\$0	\$64,190	\$64,190
2009	\$0	\$64,190	\$64,190

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$0	\$44,930	\$44,930
2011	\$0	\$44,930	\$44,930
2009	\$0	\$44,930	\$44,930

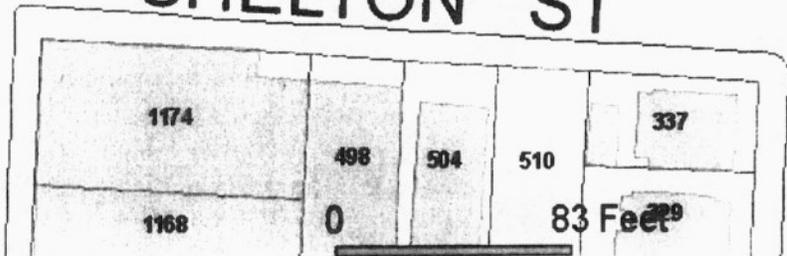
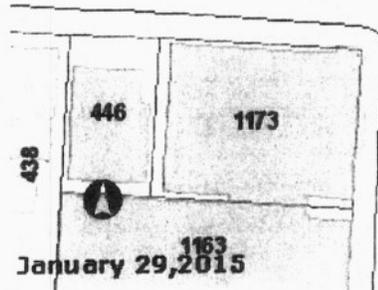
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# OGDEN ST



# SHELTON ST





Occupancy	1
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Floor 1	Carpet
Interior Floor 2	
Heat Fuel:	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	1 Bedroom
Total Full Baths	1 Full
Total Half Baths	0
Xtra Fixtres	0
Total Rooms:	3
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	0
Grade	C
Stories:	3
Residential Units:	13
Exterior Wall 1:	Brick
Exterior Wall 2:	
Roof Structure	Flat
Roof Cover	Rolled Compos
Cmrcl Units:	0
Res/Com Units:	0
Section #:	0
Parking Spaces	0
Section Style:	0
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	



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**Building Layout**

**BAS[514]**

**WDK[48]**

Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	514	514
WDK	Wood Deck	48	0
		562	514

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 108  
**Description** Condominium  
**Zone**  
**Neighborhood** CNDO  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$0  
**Appraised Value** \$0

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$42,320	\$0	\$42,320
2011	\$42,320	\$0	\$42,320
2009	\$42,320	\$0	\$42,320

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$29,620	\$0	\$29,620
2011	\$29,620	\$0	\$29,620
2009	\$29,620	\$0	\$29,620

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Model	Residential
Grade:	C
Stories:	2.00
Occupancy:	2
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	6 Bedrooms
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	10
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	806
Fin Bsmt Quality	Rec Room
Bsmt Garages	



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**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1152	1152
FUS	Finished Upper Story	1152	1152
BSM	Basement	1152	0
FOP	Open Porch	68	0
UEP	Utility Enclosed Porch	28	0
		3552	2304

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

<b>Use Code</b>	924
<b>Description</b>	Mun Res Bldg Mdl 01
<b>Zone</b>	RB
<b>Neighborhood</b>	1440

**Land Line Valuation**

<b>Size (Acres)</b>	0.11
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$38,080

Alt Land Appr No  
 Category

Appraised Value \$54,400

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
GAR1	Garage	FR	Frame	400 SF	\$5,760	1
FCP	Carport	RS	Res	220 SF	\$1,580	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$214,820	\$54,400	\$269,220
2011	\$214,820	\$54,400	\$269,220
2009	\$214,820	\$54,400	\$269,220

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$150,380	\$38,080	\$188,460
2011	\$150,380	\$38,080	\$188,460
2009	\$150,380	\$38,080	\$188,460

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**309 BUNNELL ST**

**Location** 309 BUNNELL ST **Assessment** \$168,950  
**Mblu** 37/ 747/ 26/ / **Appraisal** \$241,360  
**Acct#** RH-0091550 **PID** 5205  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$199,250	\$42,110	\$241,360

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$139,470	\$29,480	\$168,950

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 8696/ 19  
**Address** 45 LYON TERRACE **Sale Date** 11/07/2012  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
HOWELL IDA M CROWDER	\$0	0/ 0	01/01/1900

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1907  
**Living Area:** 3138  
**Replacement Cost:** \$310,772  
**Building Percent** 64  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$198,890

**Building Photo**

Building Attributes	
Field	Description
Style	Three Family
Model	Multi-Family
Grade:	C
Stories:	3.00

Occupancy:	3
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Flat
Roof Cover:	T+G/Rubber
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Forced Air
AC Type:	None
Total Bedrooms	6 Bedrooms
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	15
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	
	NBHD 10-3 Fam



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**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	2092	2092
BAS	First Floor	1046	1046
BSM	Basement	1046	0
FOP	Open Porch	354	0
		4538	3138

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

<b>Use Code</b>	915
<b>Description</b>	Mun Res Bldg Mdl 03
<b>Zone</b>	RC
<b>Neighborhood</b>	1040
<b>Alt Land Appr</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	0.09
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$29,480
<b>Appraised Value</b>	\$42,110

**Category**

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAT1	Patio	CR	Concrete	240 SF	\$360	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$199,250	\$42,110	\$241,360
2011	\$199,250	\$42,110	\$241,360
2009	\$199,250	\$42,110	\$241,360

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$139,470	\$29,480	\$168,950
2011	\$139,470	\$29,480	\$168,950
2009	\$139,470	\$29,480	\$168,950

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**171 DEFOREST AV**

**Location** 171 DEFOREST AV **Assessment** \$32,300  
**Mblu** 30/ 611/ 7/ / **Appraisal** \$46,140  
**Acct#** RE-0005550 **PID** 3579  
**Owner** BRIDGEPORT CITY OF WPCA **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$0	\$46,140	\$46,140

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$0	\$32,300	\$32,300

**Owner of Record**

**Owner** BRIDGEPORT CITY OF WPCA **Sale Price** \$16,500  
**Co-Owner** FOR THE CITY OF BRIDGEPORT **Book & Page** 7986/ 289  
**Address** 171 DEFOREST AVE **Sale Date** 03/16/2009  
 BRIDGEPORT, CT 06606

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
EDWARDS DOROTHY	\$0	1415/ 88	04/01/1970

**Building Information**

**Building 1 : Section 1**

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**  
**Replacement Cost Less Depreciation:** \$0

**Building Photo**

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	

Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Full Baths:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Fireplaces:	
Fin Bsmt Area:	
Fin Bsmt Quality:	
Bsmt Garages:	

Building Photo

(<http://images.vgsi.com/photos/BridgeportCTPhotos//\00\10\03\78.jpg>)

**Building Layout**



Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 921  
**Description** Mun Lnd Res  
**Zone** RBB  
**Neighborhood** 1040  
**Alt Land Appr Category** No

**Land Line Valuation**

**Size (Acres)** 0.11  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$32,300  
**Appraised Value** \$46,140

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

No Data for Outbuildings

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$0	\$46,140	\$46,140
2011	\$184,490	\$46,140	\$230,630
2009	\$223,280	\$46,140	\$269,420

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$0	\$32,300	\$32,300
2011	\$129,150	\$32,300	\$161,450
2009	\$156,300	\$32,300	\$188,600

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January 29, 2015 376

**47 GOODSSELL ST**

**Location** 47 GOODSSELL ST **Assessment** \$120,380  
**Mblu** 47/ 1001/ 14/ / **Appraisal** \$171,954  
**Acct#** RC-0067200 **PID** 6279  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$115,804	\$56,150	\$171,954

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$81,070	\$39,310	\$120,380

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 8309/ 344  
**Address** 45 LYON TERRACE **Sale Date** 10/18/2010  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
MARCELLO ANTONIA &	\$0	6527/ 37	08/04/2005
CASTALDO FRED S EST	\$0	3004/ 269	05/19/1992

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1872  
**Living Area:** 1789  
**Replacement Cost:** \$239,494  
**Building Percent** 57  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$136,510

**Building Photo**

Building Attributes	
Field	Description
Style	Conventional
Model	Multi-Family
Grade:	C

Stories:	2.00
Occupancy:	1
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Forced Air
AC Type:	None
Total Bedrooms	3 Bedrooms
Total Full Baths	1
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	9
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	330
Fin Bsmt Quality	Rec Room
Bsmt Garages	
	NBHD 13-SFR

Building Photo

(<http://images.vgsi.com/photos/BridgeportCTPhotos//\00\10\05\40.jpg>)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1001	1001
FUS	Finished Upper Story	788	788
BSM	Basement	809	0
CRL	Crawl Space	192	0
PTO	Patio	92	0
		2882	1789

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 915  
**Description** Mun Res Bldg Mdl 03  
**Zone** MUP  
**Neighborhood** 1350

**Land Line Valuation**

**Size (Acres)** 0.13  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$39,310

Alt Land Appr No  
 Category

Appraised Value \$56,150

**Outbuildings**

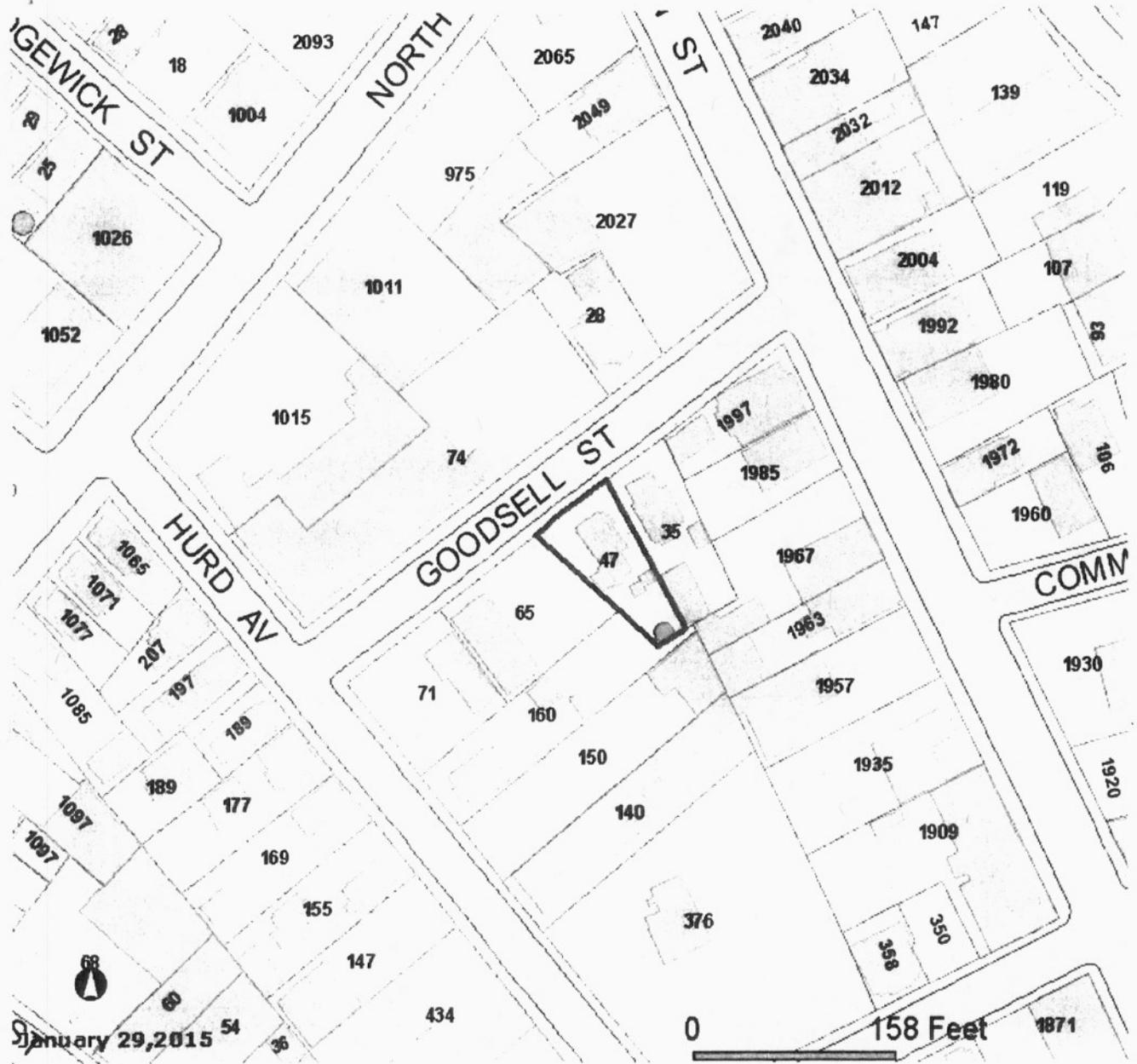
Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAT1	Patio	CR	Concrete	192 SF	\$580	1
WDK	Wood Deck			100 SF	\$900	1
SHD1	Shed	FR	Frame	144 SF	\$1,210	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$115,804	\$56,150	\$171,954
2011	\$115,804	\$56,150	\$171,954
2009	\$116,660	\$56,150	\$172,810

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$81,070	\$39,310	\$120,380
2011	\$81,070	\$39,310	\$120,380
2009	\$81,670	\$39,310	\$120,980

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**242 PEARL HARBOR ST #244**

**Location** 242 PEARL HARBOR ST #244      **Assessment** \$111,330  
**Mblu** 56/ 1939/ 40/ /      **Appraisal** \$159,050  
**Acct#** RW-0009975      **PID** 17961  
**Owner** BRIDGEPORT CITY OF      **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$127,930	\$31,120	\$159,050
Assessment			
Valuation Year	Improvements	Land	Total
2013	\$89,550	\$21,780	\$111,330

**Owner of Record**

**Owner** BRIDGEPORT CITY OF      **Sale Price** \$13,650  
**Co-Owner**      **Book & Page** 8786/ 176  
**Address** 45 LYON TERRACE      **Sale Date** 03/04/2013  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
WALLER RONALD CRAIG	\$0	1643/ 873	02/05/1981

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1942  
**Living Area:** 1740  
**Replacement Cost:** \$182,752  
**Building Percent** 70  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$127,930

**Building Photo**

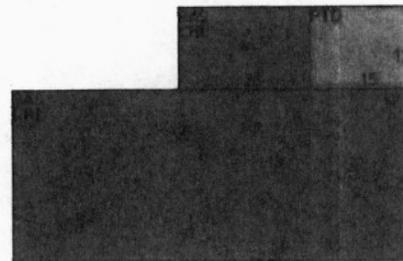
Building Attributes	
Field	Description
Style	Two Family
Model	Residential
Grade:	C
Stories:	1.00

Occupancy:	2
Exterior Wall 1:	Brick 2
Exterior Wall 2:	
Roof Structure:	Hip
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Hardwood
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Forced Air
AC Type:	None
Total Bedrooms	4 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	8
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	1
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	
.	NBHD 16-2 Fam



(http://images.vgsi.com/photos/BridgeportCTPhotos/\00\07\96\00.JPG)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1740	1740
CRL	Crawl Space	1740	0
PTO	Patio	180	0
		3660	1740

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

<b>Use Code</b>	924
<b>Description</b>	Mun Res Bldg Mdl 01
<b>Zone</b>	RC
<b>Neighborhood</b>	1610
<b>Alt Land Appr Category</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	0.14
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$21,780
<b>Appraised Value</b>	\$31,120

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$127,930	\$31,120	\$159,050
2011	\$144,770	\$31,120	\$175,890
2009	\$144,770	\$31,120	\$175,890

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$89,550	\$21,780	\$111,330
2011	\$101,340	\$21,780	\$123,120
2009	\$101,340	\$21,780	\$123,120

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**849 NOBLE AV**

**Location** 849 NOBLE AV **Assessment** \$121,680  
**Mblu** 48/ 1614/ 14/ / **Appraisal** \$173,820  
**Acct#** RE-0011820 **PID** 13938  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$133,580	\$40,240	\$173,820

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$93,510	\$28,170	\$121,680

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 8753/ 190  
**Address** 45 LYON TERRACE **Sale Date** 01/17/2013  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
ROBINSON MYRNA		8728/ 197	12/17/2012
ELEM PANSYE O	\$0	6794/ 90	01/18/2006
ELEM PANSYE O	\$0	6794/ 89	01/18/2006

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1877  
**Living Area:** 1720  
**Replacement Cost:** \$201,157  
**Building Percent** 64  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$128,740

**Building Photo**

Building Attributes	
Field	Description
Style	Conventional
Model	Residential

Grade:	C
Stories:	2.00
Occupancy:	1
Exterior Wall 1:	Asbest Shingle
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	3 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	
Total Rooms	7
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	392
Fin Bsmt Quality	Rec Room
Bsmt Garages	
	NBHD 14-SFR



(<http://images.vgsi.com/photos/BridgeportCTPhotos/\00\07\61\34.JPG>)

**Building Layout**



Building Sub-Areas			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	1160	1160	
FUS	Finished Upper Story	560	560	
BSM	Basement	860	0	
CAN	Canopy	100	0	
CRL	Crawl Space	140	0	
FOP	Open Porch	35	0	
PRS	Piers	160	0	
PTO	Patio	5	0	
UAT	Unfinished Attic	560	0	
		3580	1720	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

**Land Use**

**Use Code** 101  
**Description** Single Family  
**Zone** ORN  
**Neighborhood** 1415  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.14  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$28,170  
**Appraised Value** \$40,240

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
GAR1	Garage	CB	CindBk/Frame	336 SF	\$4,840	1

**Valuation History**

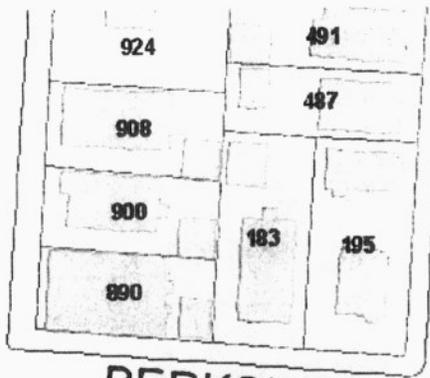
Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$133,580	\$40,240	\$173,820
2011	\$133,580	\$40,240	\$173,820
2009	\$133,580	\$40,240	\$173,820

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$93,510	\$28,170	\$121,680
2011	\$93,510	\$28,170	\$121,680
2009	\$93,510	\$28,170	\$121,680

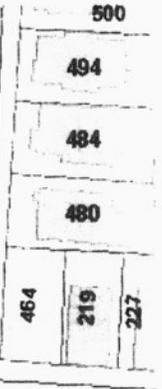
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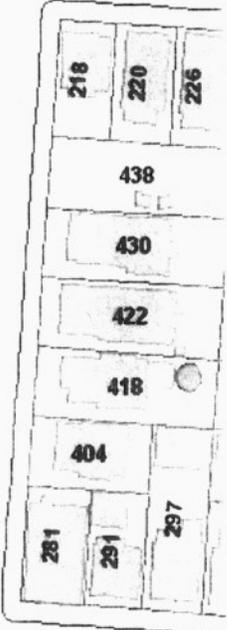
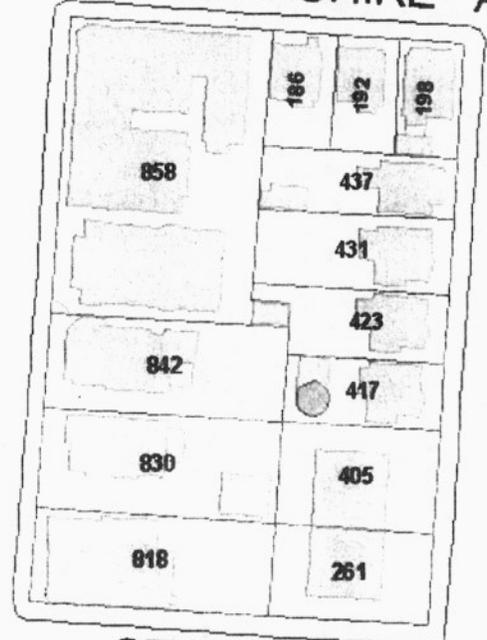
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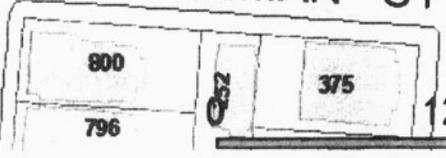
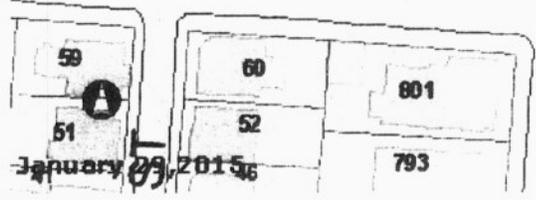
PAF



BERKSHIRE AV



STILLMAN ST



January 29, 2015

126 Feet

**1777 CENTRAL AV**

**Location** 1777 CENTRAL AV **Assessment** \$64,260  
**Mblu** 49/ 1813/ 24/ / **Appraisal** \$91,800  
**Acct#** RC-0195500 **PID** 16012  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$72,780	\$19,020	\$91,800

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$50,950	\$13,310	\$64,260

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$17,000  
**Co-Owner** **Book & Page** 8284/ 238  
**Address** 45 LYON TERRACE **Sale Date** 08/25/2010  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
CROWTHER JESSIE	\$0	0 / 0	01/01/1900

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1918  
**Living Area:** 1038  
**Replacement Cost:** \$127,687  
**Building Percent** 57  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$72,780

**Building Photo**

Building Attributes	
Field	Description
Style	Row House
Model	Residential
Grade:	C
Stories:	2.00

Occupancy:	1
Exterior Wall 1:	Brick 2
Exterior Wall 2:	
Roof Structure:	Flat
Roof Cover:	T+G/Rubber
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	Hardwood
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	3 Bedrooms
Total Full Baths	1
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	6
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	



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**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
FUS	Finished Upper Story	526	526
BAS	First Floor	512	512
BSM	Basement	512	0
FOP	Open Porch	128	0
		1678	1038

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

<b>Use Code</b>	924
<b>Description</b>	Mun Res Bldg Mdl 01
<b>Zone</b>	RC
<b>Neighborhood</b>	1440
<b>Alt Land Appr</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	0.03
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$13,310
<b>Appraised Value</b>	\$19,020

**Category**

**Outbuildings**

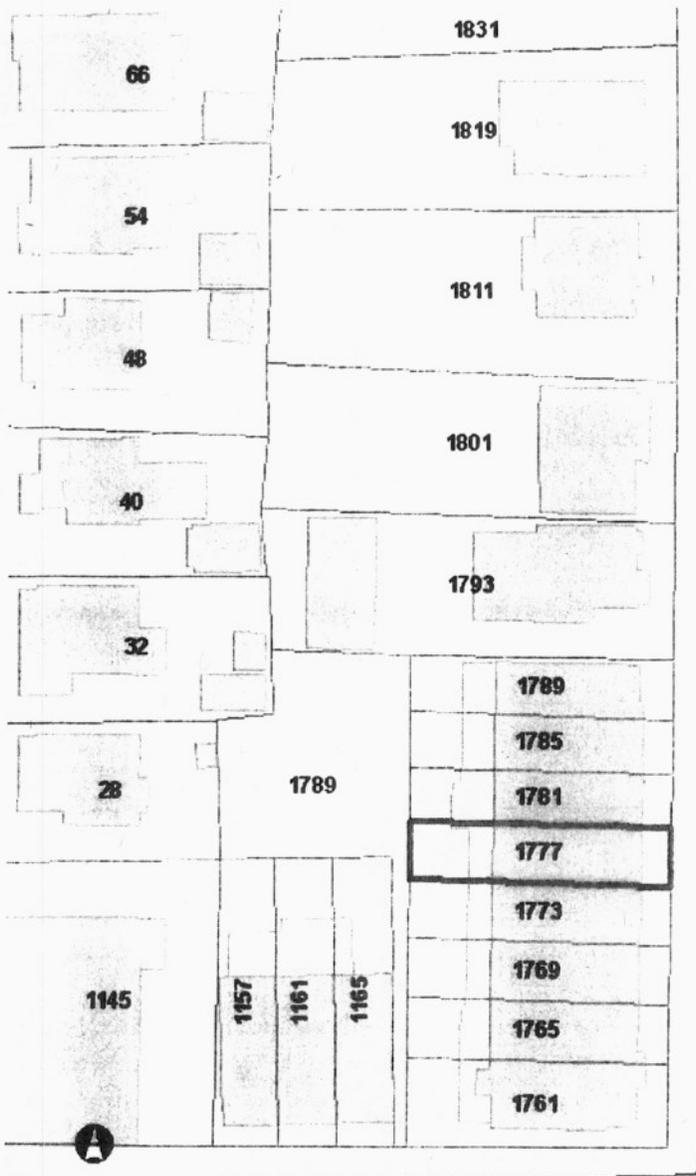
Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

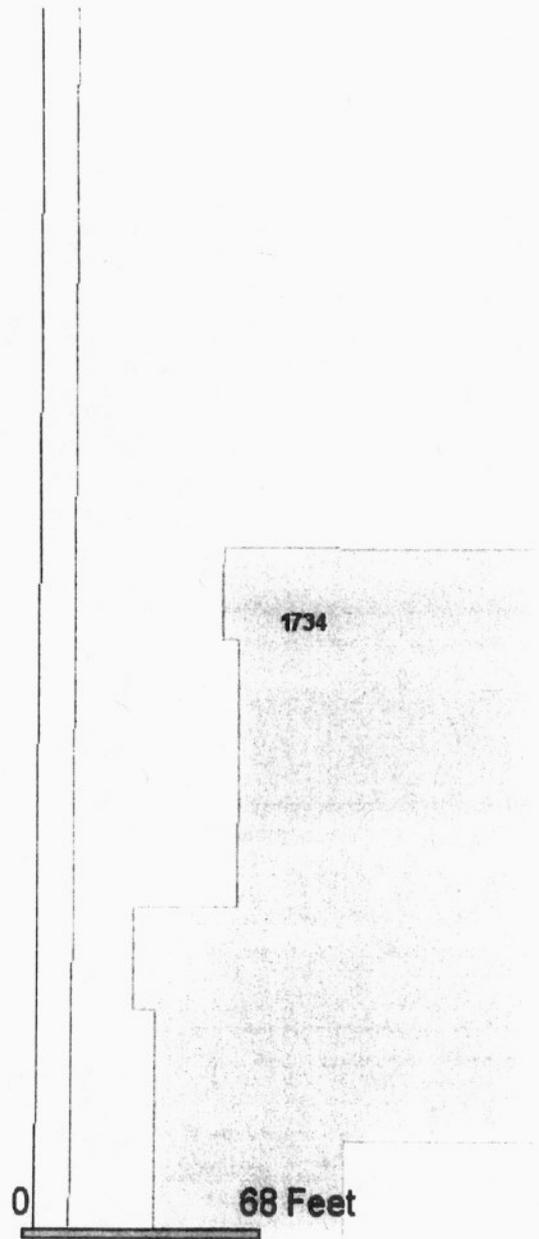
Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$72,780	\$19,020	\$91,800
2011	\$72,780	\$19,020	\$91,800
2009	\$72,780	\$19,020	\$91,800

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$50,950	\$13,310	\$64,260
2011	\$50,950	\$13,310	\$64,260
2009	\$50,950	\$13,310	\$64,260

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January 29, 2015



**121 GEORGE ST**

**Location** 121 GEORGE ST **Assessment** \$160,810  
**Mblu** 41/ 1043/ 9/ / **Appraisal** \$229,720  
**Acct#** RE-0035420 **PID** 7180  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$174,260	\$55,460	\$229,720
Assessment			
Valuation Year	Improvements	Land	Total
2013	\$121,990	\$38,820	\$160,810

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 8993/ 271  
**Address** 45 LYON TER **Sale Date** 02/04/2014  
 BRIDGEPORT, CT 06606

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
BRIDGEPORT CITY OF	\$0	8993/ 265	02/04/2014
TEIXEIRA RAMON DAVID ET AL	\$0	4875/ 226	04/10/2002
TEIXEIRA ARTHUR	\$0	3837/ 110	01/05/1998
ESTEVEZ LIDIA & FERNANDO ALVES	\$40,000	3245/ 202	04/05/1994

**Building Information**

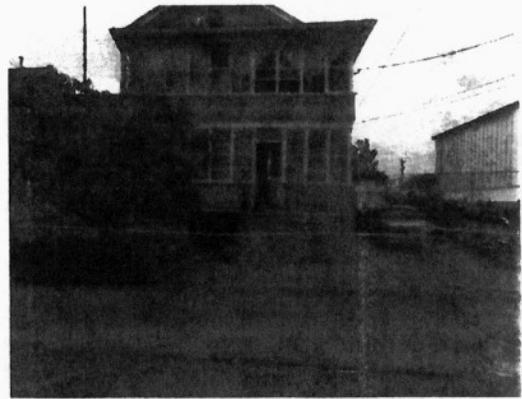
**Building 1 : Section 1**

**Year Built:** 1896  
**Living Area:** 2789  
**Replacement Cost:** \$293,162  
**Building Percent** 57  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$167,100

**Building Photo**

Building Attributes	
Field	Description
Style	Three Family

Model	Multi-Family
Grade:	C
Stories:	2.25
Occupancy:	3
Exterior Wall 1:	Asbest Shingle
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Forced Air
AC Type:	None
Total Bedrooms	5 Bedrooms
Total Full Baths	3
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	11
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	761
Fin Bsmt Quality	Rec Room
Bsmt Garages	



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**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1014	1014
FUS	Finished Upper Story	1014	1014
EAF	Fin Expansion Attic	1014	761
BSM	Basement	1014	0
FEP	Enclosed Porch	270	0
FOP	Open Porch	64	0
		4390	2789

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

**Use Code** 915  
**Description** Mun Res Bldg Mdl 03

**Land Line Valuation**

**Size (Acres)** 0.11  
**Frontage** 0

Zone MUP  
 Neighborhood 1350  
 Alt Land Appr No  
 Category

Depth 0  
 Assessed Value \$38,820  
 Appraised Value \$55,460

**Outbuildings**

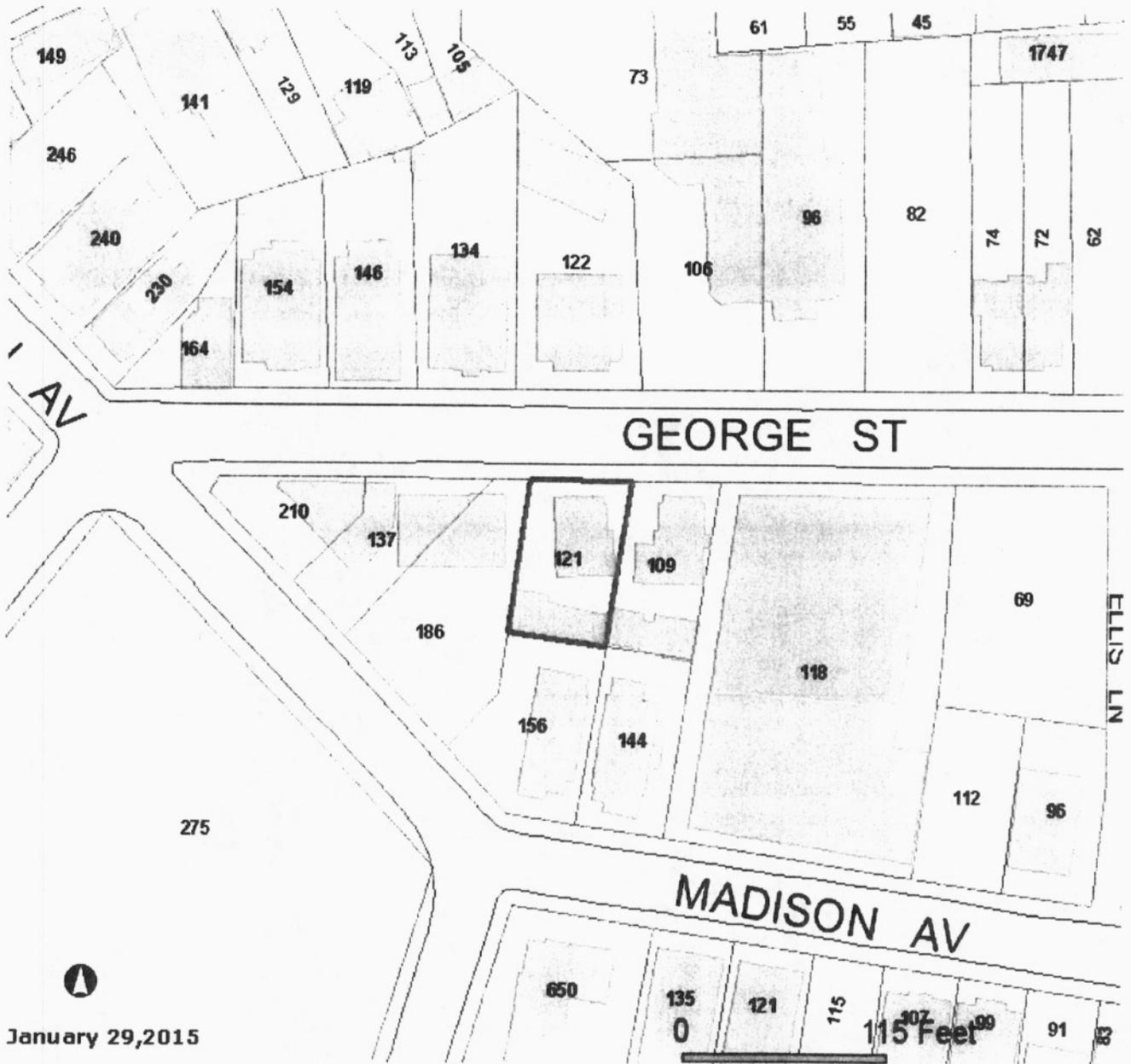
Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD1	Shed	FR	Frame	200 SF	\$280	1
GAR1	Garage	FR	Frame	456 SF	\$4,380	1
GAR1	Garage	FR	Frame	520 SF	\$2,500	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$174,260	\$55,460	\$229,720
2011	\$174,260	\$55,460	\$229,720
2009	\$174,260	\$55,460	\$229,720

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$121,990	\$38,820	\$160,810
2011	\$121,990	\$38,820	\$160,810
2009	\$121,990	\$38,820	\$160,810

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January 29, 2015

**104 JOURMIRE RD**

**Location** 104 JOURMIRE RD **Assessment** \$123,490  
**Mblu** 87/ 2560/ 18/ / **Appraisal** \$176,400  
**Acct#** RP-0142100 **PID** 29452  
**Owner** BRIDGEPORT CITY OF **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$90,290	\$86,110	\$176,400

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$63,210	\$60,280	\$123,490

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 8941/ 240  
**Address** 45 LYON TERRACE **Sale Date** 11/06/2013  
 BRIDGEPORT, CT 06604

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
ODELL KATHERINE (ESTATE OF)	\$0	8134/ 147	11/24/2009
ODELL KATHERINE	\$0	3823/ 236	12/10/1997
POPLAVSKY EUGENIA (RESP)	\$0	3677/ 305	02/27/1997

**Building Information**

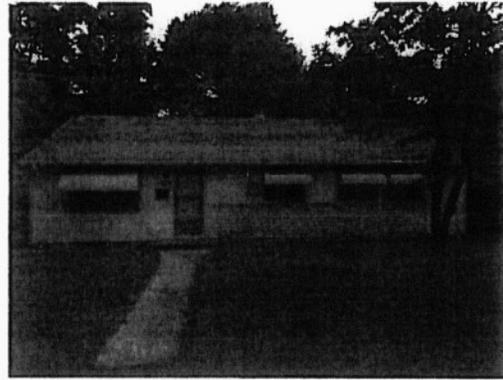
**Building 1 : Section 1**

**Year Built:** 1953  
**Living Area:** 1104  
**Replacement Cost:** \$124,162  
**Building Percent:** 70  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$86,910

**Building Photo**

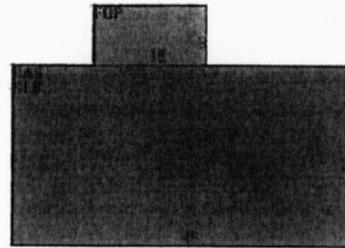
Building Attributes	
Field	Description
Style	Ranch
Model	Residential

Grade:	C
Stories:	1.00
Occupancy:	1
Exterior Wall 1:	Vinyl Siding
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Fir 1:	Carpet
Interior Fir 2:	
Heat Fuel:	Gas
Heat Type:	Radiant
AC Type:	None
Total Bedrooms	3 Bedrooms
Total Full Baths	1
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	6
Bath Style:	Average
Kitchen Style:	Modern
Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	
	NBHD 20-SFR



(<http://images.vgsi.com/photos/BridgeportCTPhotos//\00\08\71\60.JPG>)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1104	1104
FOP	Open Porch	120	0
SLB	Slab	1104	0
		2328	1104

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

<b>Use Code</b>	101
<b>Description</b>	Single Family
<b>Zone</b>	RA
<b>Neighborhood</b>	2060
<b>Alt Land Appr Category</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	0.18
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$60,280
<b>Appraised Value</b>	\$86,110

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
GAR1	Garage	FR	Frame	352 SF	\$3,380	1

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$90,290	\$86,110	\$176,400
2011	\$90,290	\$86,110	\$176,400
2009	\$90,290	\$86,110	\$176,400

Assessment			
Valuation Year	Improvements	Land	Total
2012	\$63,210	\$60,280	\$123,490
2011	\$63,210	\$60,280	\$123,490
2009	\$63,210	\$60,280	\$123,490

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# City of Bridgeport

# My Map



- Legend**
- Property Lines <all other values>
  - BlockLine
  - Property Line
  - Right of Way
  - Parcel Label
  - Parcels

1:852



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Created by Greater Bridgeport Regional Council





Grade:	C
Stories:	2.5
Occupancy:	2
Exterior Wall 1:	Aluminum Sidin
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Flr 1:	Carpet
Interior Flr 2:	
Heat Fuel:	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms	4 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	8
Bath Style:	Average
Kitchen Style:	Average
Fireplaces	0
Fin Bsmt Area	
Fin Bsmt Quality	
Bsmt Garages	

Building Photo

(<http://images.vgsi.com/photos/BridgeportCTPhotos//\00\10\07\49.jpg>)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	858	858
FUS	Finished Upper Story	858	858
EAF	Fin Expansion Attic	888	666
BSM	Basement	858	0
FOP	Open Porch	266	0
		3728	2382

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

<b>Use Code</b>	102
<b>Description</b>	Two Family
<b>Zone</b>	RC
<b>Neighborhood</b>	1350

**Land Line Valuation**

<b>Size (Acres)</b>	0.08
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$35,640

Alt Land Appr No  
Category

Appraised Value \$50,920

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2012	\$110,470	\$50,920	\$161,390
2011	\$144,090	\$50,920	\$195,010
2009	\$153,690	\$50,920	\$204,610

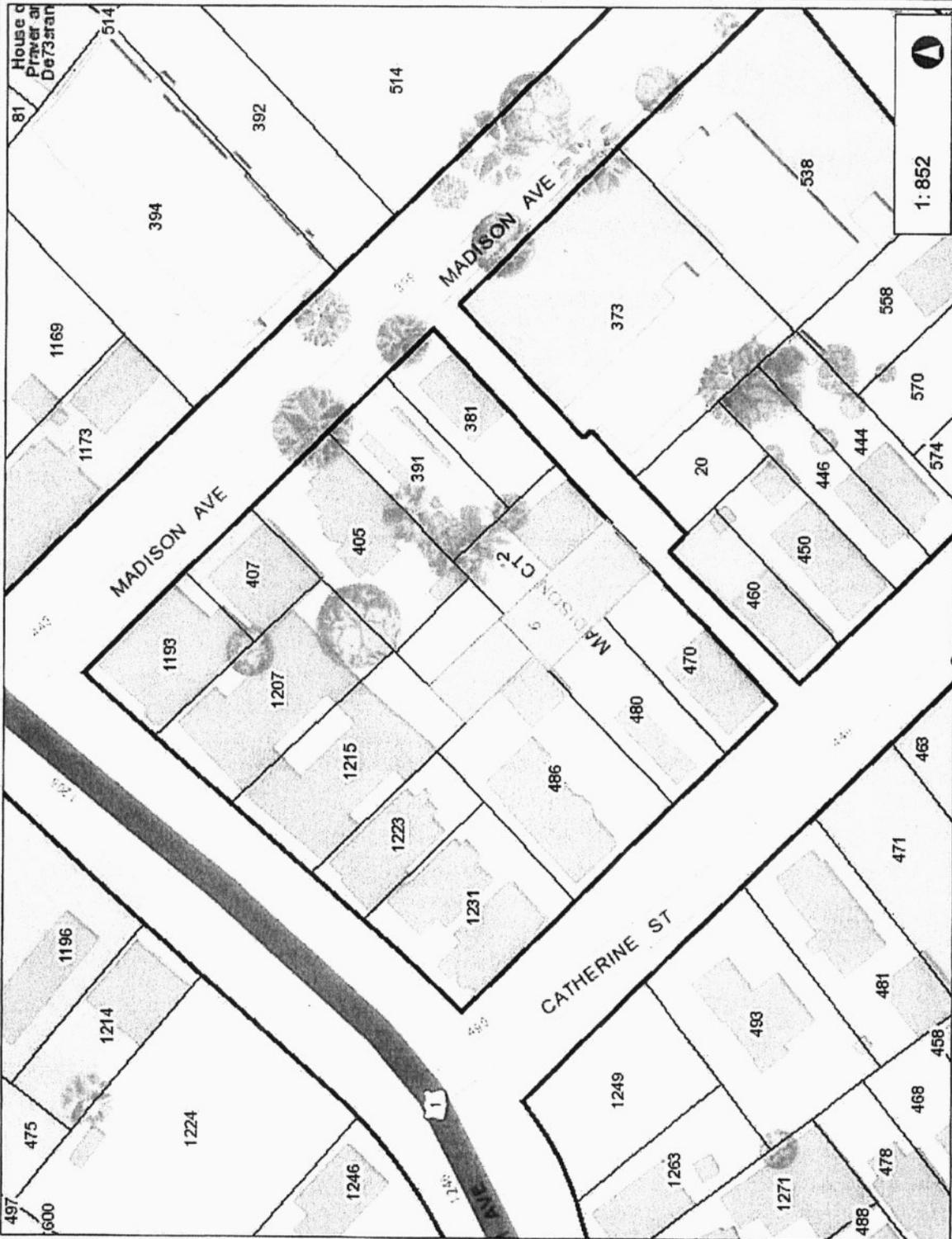
Assessment			
Valuation Year	Improvements	Land	Total
2012	\$77,330	\$35,640	\$112,970
2011	\$100,860	\$35,640	\$136,500
2009	\$107,580	\$35,640	\$143,220

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# City of Bridgeport

# My Map



- Legend**
- Property Lines
  - <all other values>
  - BlockLine
  - Property Line
  - Right of Way
  - Parcel Label
  - Parcels



1: 852

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 Created by Greater Bridgeport Regional Council



**Item# \*34-14 Consent Calendar**

Resolution authorizing the Disposition of 157 William Street.



**Report  
of  
Committee  
on**

**PCD & Environment**

Submitted: May 4th, 2015

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

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, 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:

## **\*34-14 Consent Calendar**

### **A RESOLUTION AUTHORIZING THE DISPOSITION OF 157 WILLIAM STREET**

**WHEREAS**, Joe and Luis Vaz are the principals of Vaz Quality Works (the "Developer"), a contractor and developer in the City of Bridgeport; and

**WHEREAS**, entities controlled by Vaz Quality Works own the following 6 parcels within one block on the East Side of Bridgeport -- 99 Barnum Avenue, 240 Knowlton Street, and four contiguous properties along William Street at 197 William, 185 William, 175 William, and 165 William, respectively; and

**WHEREAS**, the contiguous parcels along William Street abut a City-owned property at 157 William Street (the "Property"); and

**WHEREAS**, this City-owned Property is approximately 50 feet by 150 feet in dimension and contains a blighted two-family house; and

**WHEREAS**, the Property was appraised on June 20, 2014 at \$16,000.00 (Sixteen Thousand dollars); and

**WHEREAS**, the Developer is willing to purchase the Property from the City at the appraised value of \$16,000.00 (Sixteen Thousand Dollars) and is willing to redevelop the blighted two-family house on the Property and to improve the Property with landscaping and parking; and

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

**WHEREAS**, the Developer seeks no warranties from the City regarding the environmental condition or physical condition of the Property; Now, therefore be it

**RESOLVED**, that the Mayor or the Director of OPED or their designee is authorized to do any and all things necessary to negotiate and execute the sale, lease, transfer, or disposition of the Property "as-is, where-is, with all faults" to the Developer or to its affiliate, or to an approved successor or assign, in a manner consistent with this resolution; be it further



Report of Committee on ECD and Environment  
\*34-14 Consent Calendar

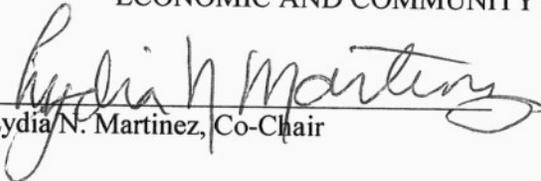
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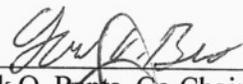
**RESOLVED**, that this authorization to transfer the Property is contingent upon the Developer's Contractual Agreement to complete the following tasks within one year of transfer:

1. Provide off-street parking and circulation for the Property and for the neighboring residences located 165 and 175 William Street.
2. Remove all contracting materials stored in the rear of 197 William Street so as to create a residential rear yard at that address in conformance with Zoning Requirements.
3. Shield, in a manner satisfactory to the Zoning Office, all its William Street properties from the Developer's truck parking area at 185 William Street.
4. Renovate the blighted two-family house on the Property and improve the Property with landscaping and parking.

**BE IT FURTHER RESOLVED**, that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to take all necessary actions and to do any and all necessary and appropriate things in furtherance of the objectives of this resolution.

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

  
Lydia N. Martinez, Co-Chair

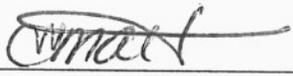
  
Jack O. Banta, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Jose R. Casco

  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

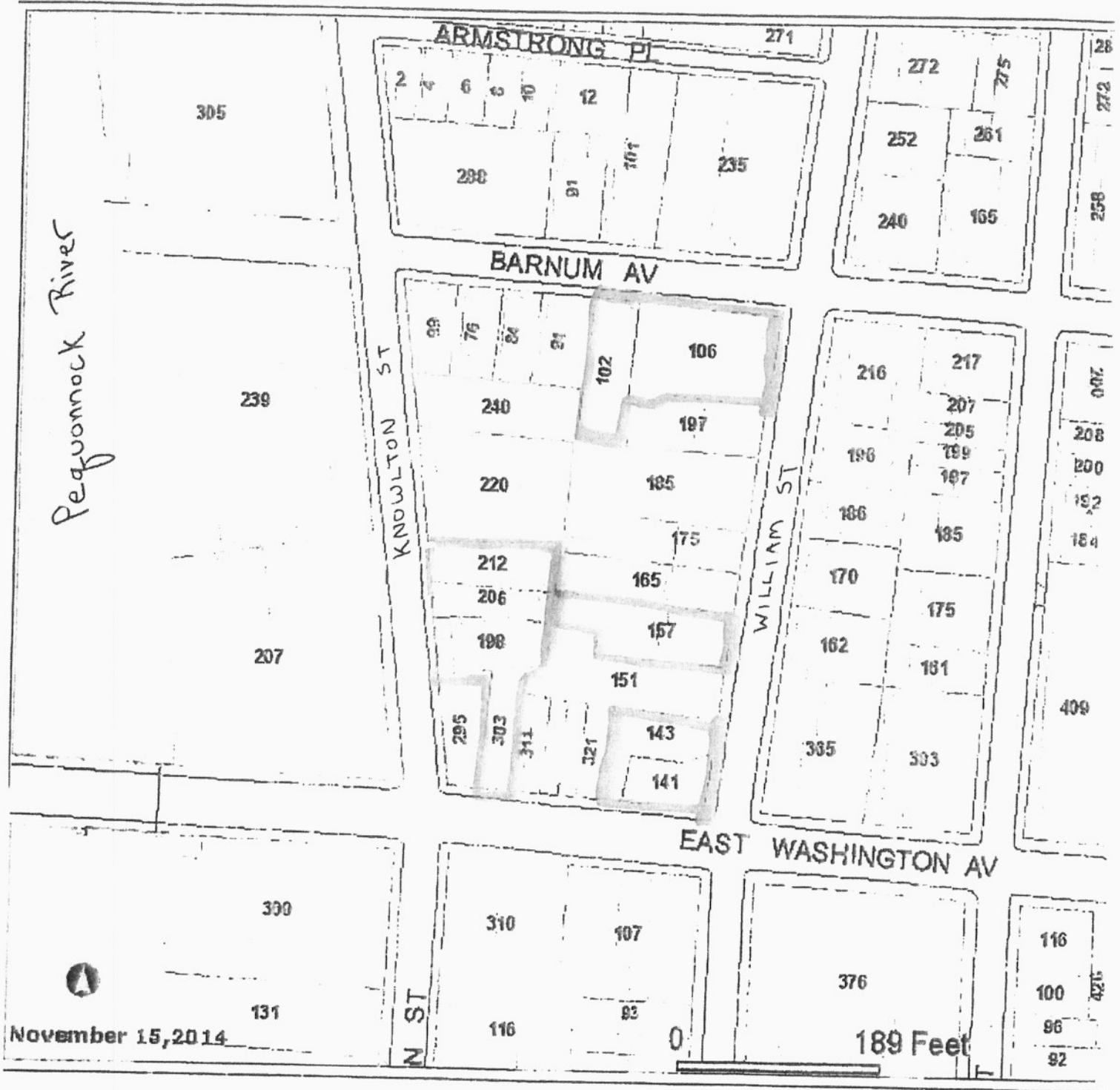
  
\_\_\_\_\_  
Eneida Martinez

VAZ

KITCHEN MAX

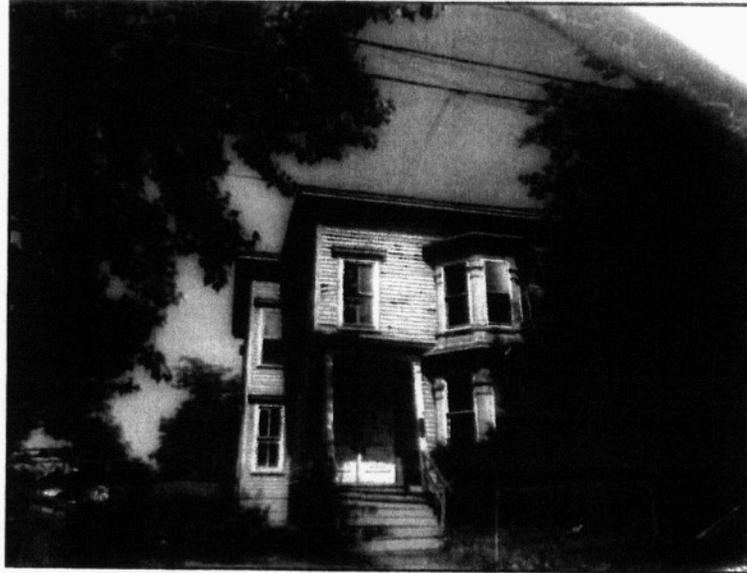
CITY-DBA

OWNERSHIP  
WILLIAM ST BLOCK  
11-15-14



November 15, 2014

189 Feet



**APPRAISAL REPORT OF REAL PROPERTY**

**LOCATED AT:**

157 William Street  
290 of the Bridgeport land records      The property is also known as  
Bridgeport, CT 06608

**FOR:**

**AS OF:**  
06/16/2014

**BY:**

Joseph R. Woehrlé  
JRW APPRAISAL SERVICE  
11 Cynthia Lane  
Shelton, CT 06484  
203-924-8482  
jrwoehr@aol.com

Client	Luis Vaz	File No. 061614csh4spain
Property Address	157 William Street	
City	County Fairfield	State CT Zip Code 06608
Client	Luis Vaz	

**APPRAISAL AND REPORT IDENTIFICATION**

This Report is one of the following types:

- Appraisal Report** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Comments on Appraisal and Report Identification**

Note any USPAP related issues requiring disclosure and any State mandated requirements:

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**APPRAISER:**

Signature: *Joseph R. Woehrle*  
 Name: Joseph R. Woehrle  
 State Certification #: RCR.0000576  
 or State License #: \_\_\_\_\_  
 State: CT Expiration Date of Certification or License: 04/30/2015  
 Date of Signature and Report: June 20, 2014  
 Effective Date of Appraisal: 06/16/2014  
 Inspection of Subject:  None  Interior and Exterior  Exterior-Only  
 Date of Inspection (if applicable): 06/16/2014

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
 Date of Signature: \_\_\_\_\_  
 Inspection of Subject:  None  Interior and Exterior  Exterior-Only  
 Date of Inspection (if applicable): \_\_\_\_\_

# RESTRICTED USE APPRAISAL REPORT

File No.: 061614csh4spain

Property Address: 157 William Street City: Bridgeport State: CT Zip Code: 06608  
 County: Fairfield Legal Description: As in Volume 8998 Page 290 of the Bridgeport land records **The property is also known as 157-159 William Street**

**SUBJECT**  
 Assessor's Parcel #: Block 1653 Lot 15 Tax Year: 2013 R.E. Taxes: \$ 5,936 Special Assessments: \$ 0  
 Market Area Name: east side Map Reference: 14860 Census Tract: 0739.00  
 Current Owner of Record: Pennymac Mortgage Investment Trust Borrower (if applicable): client is Luis Vaz  
 Project Type (if applicable):  PUD  De Minimis PUD  Other (describe) HOA: \$ 0  per year  per month  
 Are there any existing improvements to the property?  No  Yes If Yes, indicate current occupancy:  Owner  Tenant  Vacant  Not habitable  
 If Yes, give a brief description: The is a two family dwelling that is not habitable. See addendum for more detailed description.

**ASSIGNMENT**  
 The purpose of this appraisal is to develop an opinion of:  Market Value (as defined) or  other type of value (describe)  
 This report reflects the following value (if not Current, see comments):  Current (the Inspection Date is the Effective Date)  Retrospective  Prospective  
 Property Rights Appraised:  Fee Simple  Leasehold  Leased Fee  Other (describe)  
 Intended Use: Restricted use report for the client only. The purpose of the report is to estimate the market value in present condition.  
 Intended User(s) (by name or type): Establish a market value for a possible purchase.

Client: Luis Vaz Address: n/a  
 Appraiser: Joseph R. Woehrie Address: 11 Cynthia Lane, Shelton, CT 06484

Characteristics	Predominant Occupancy	One-Unit Housing PRICE AGE	Present Land Use	Change in Land Use
Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Owner	PRICE (000) AGE (yrs)	One-Unit 40%	<input checked="" type="checkbox"/> Not Likely
Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	<input type="checkbox"/> Tenant	25 Low 10	2-4 Unit 45%	<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *
Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	<input type="checkbox"/> Vacant (0-5%)	135 High 150	Multi-Unit 6%	* To: _____
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (>5%)	75 Pred 85	Comm'l 4%	
Demand/supply: <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply			indust 5%	
Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.			%	

**MARKET AREA DESCRIPTION**  
 Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Area Comments: Based on the data in developing the 1004MC prices appear to be stable in this area. There still seems to be an oversupply of active listings. The 1004MC is a snapshot in time and can fluctuate.

**SITE DESCRIPTION**  
 Dimensions: See attached deed & schedule "A" Site Area: .17 acres +-  
 Zoning Classification: "C" Description: \_\_\_\_\_  
 Do present improvements comply with existing zoning requirements?  Yes  No  No Improvements  
 Uses allowed under current zoning: residential uses  
 Are CC&Rs applicable?  Yes  No  Unknown Have the documents been reviewed?  Yes  No Ground Rent (if applicable) \$ \_\_\_\_\_ /  
 Comments: n/a  
 Highest & Best Use as improved:  Present use, or  Other use (explain) demolishing of existing home appears to be the highest and best use.  
 Actual Use as of Effective Date: vacant dwelling (uninhabitable) Use as appraised in this report: as vacant land  
 Summary of Highest & Best Use: In the present condition, the removal of the dwelling appears to be the highest and best use.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	50 feet
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	paved asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	basically level
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Width	typical			Size	typical for area
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Surface	paved			Shape	rectangular
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter	concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	appears adequate
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sidewalk	concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	mixed residential with
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Lights	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>		commercial and industrial views
Multimedia	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alley	none	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements:  Inside Lot  Corner Lot  Cul de Sac  Underground Utilities  Other (describe)  
 FEMA Spec'l Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 09001C0441G FEMA Map Date 07/08/2013  
 Site Comments: The site sits slightly above street grade to the front and has a slight pitch to the rear. The site contains an abandoned two family home is poor condition.



# RESTRICTED USE APPRAISAL REPORT

File No.: 061614csh4spain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

**TRANSFER HISTORY**  
 Data Source(s): land records  
 1st Prior Subject Sale/Transfer: Analysis of sale/transfer history and/or any current agreement of sale/listing: Only a 02/18/2014 foreclosure deed was located on the land records.  
 Date: 02/18/2014  
 Price: \$0  
 Source(s): land records  
 2nd Prior Subject Sale/Transfer:  
 Date:  
 Price:  
 Source(s):

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	157 William Street Bridgeport, CT 06608	289 Valley Avenue Bridgeport	94 Sanford Place Bridgeport	648 Beechmont Avenue Bridgeport
Proximity to Subject		2.05 MILES NW	0.84 MILES SW	2.19 MILES NW
Sale Price	\$	\$ 17,000	\$ 18,500	\$ 20,000
Price/	\$	\$ 154,545.45	\$ 205,555.56	\$ 666,666.67
Data Source(s)	interior inspection	assessor office	assessor office	assessor office
Verification Source(s)	land records	MLS#99047410	MLS#98472390	MLS#99035365
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		none	none	none
Concessions		disclosed	disclosed	disclosed
Date of Sale/Time	n/a	05/02/2014	04/14/2014	10/21/2013
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	average	average	average	average
Site Area	.17 acres +-	.11 acres	.09 acres	.03 acres
home to demo		no home	no home	no home
view	mixed	residential	mixed	residential
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -3,400	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -850	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -4,000
Adjusted Sale Price (in \$)		Net 20.0% Gross 20.0% \$ 13,600	Net 4.6% Gross 15.4% \$ 17,650	Net 20.0% Gross 20.0% \$ 16,000

Summary of Sales Comparison Approach: Comparables #1 and #3 had superior views and were adjusted downwards \$2,000 each. Residual land differences were made at \$1,000 per tenth acre.

The subject property contains a two family dwelling the is in poor condition. This is not considered to contribute to the value of the site.

**PROJECT INFORMATION FOR PUDs (if applicable)**  The Subject is part of a Planned Unit Development.  
 Legal Name of Project:  
 Describe common elements and recreational facilities:

**RECONCILIATION**  
 Indicated Value by: Sales Comparison Approach \$ 16,000  
 Final Reconciliation: All sales were considered in the final estimate of value.  
 This appraisal is made  "as is", or  subject to the following conditions:  
 This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 16,000, as of: 06/16/2014, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 17 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:  
 Limiting Cond./Certifications  Narrative Addendum  Photograph Addenda  Sketch Addendum  Map Addenda  
 Additional Sales  Cost Addendum  Flood Addendum  Manuf. House Addendum  Hypothetical Conditions

Client Contact: \_\_\_\_\_ Client Name: Luis Vaz  
 E-Mail: \_\_\_\_\_ Address: n/a

**SIGNATURES**  
**APPRAISER**  
 Appraiser Name: Joseph R. Woehrl  
 Company: JRW Appraisal Service  
 Phone: (203) 924-8482 Fax: \_\_\_\_\_  
 E-Mail: jwoehr@aol.com  
 Date of Report (Signature): June 20, 2014  
 License or Certification #: RCR.0000576 State: CT  
 Designation: \_\_\_\_\_  
 Expiration Date of License or Certification: 04/30/2015  
 Inspection of Subject:  Did Inspect  Did Not Inspect (Desktop)  
 Date of Inspection: 06/16/2014

**SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)**  
 Supervisory or Co-Appraiser Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Date of Report (Signature): \_\_\_\_\_  
 License or Certification #: \_\_\_\_\_ State: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Expiration Date of License or Certification: \_\_\_\_\_  
 Inspection of Subject:  Did Inspect  Did Not Inspect  
 Date of Inspection: \_\_\_\_\_



**Supplemental Addendum**

File No. 061614csh4spain

Client	Luis Vaz		
Property Address	157 William Street		
City	Bridgeport	County	Fairfield
		State	CT
		Zip Code	06608
Client	Luis Vaz		

**Purpose of the Report**

The purpose of this report is to assist the client, Luis Vaz, in making a purchase decision. Any other use of the report is not sanctioned by the appraiser. This report is not intended for any mortgage use.

**Intended User/Intended Use**

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a probate proceeding, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form and the Definition of Market Value. No additional Intended Users are identified by the appraiser.

**Property Condition**

The subject property has been abandoned for some time now with only squatters having occupied the dwelling in past year. The home is uninhabitable with many health concerns. The roof which was only partially visible appears worn and evidence of water penetration was present in the homes ceilings and walls. Most floors are uneven due to the water problems. The copper wiring and plumbing have been stolen from the home. The bathrooms and kitchens are been vandalized/ removed to get the plumbing. There appears to be mold in several areas of the home. many broken windows has led to infestation of animals in the property. There was feces throughout the home (possible human) from the squatters and animals. There also appears to be buckling of walls both interior and exterior. This is probably from the water penetration. Several areas of the foundation are also heavily damaged. Based on the current condition the home is not considered to have any contribution to value. Thus this appraisal was completed as if the property were a vacant lot.

**Adverse Environmental Conditions**

There were no apparent adverse environmental conditions noted at the time of inspection either on the site, in the improvements, or area of the subject. However, the appraiser is not an environmental expert. The buyer is encouraged to consider obtaining the resources of an environmental expert if additional knowledge of the environmental issues is desired. The existence of potentially hazardous material or toxic material used in the construction or maintenance of the subject property and/or existence of potentially hazardous or toxic material on the subject property (which may or may not be present) was not observed by the appraiser. The appraiser has no knowledge of the existence of any hazardous or toxic materials on the property. The appraiser is not, nor does she pretend to be, qualified to detect the existence, extent, or potential damage, of any hazardous or toxic materials on the subject property. The existence of any hazardous or toxic material in or on the subject property may have an effect on the estimate of market value for the subject property.

**Digital Photographs**

This report contains digital imaged photographs. Each Subject photo is an original and the appraiser has not altered the photo's in any way that would misrepresent the properties.

**Digital Signatures**

This appraisal report utilizes a digital signature which complies with the Uniform Standards of Professional Appraisal Practice. The software used to sign the report has the required security measures in place to protect the appraisers signature and only the appraiser has control of placing the signature in the report. Electronically affixing a signature to a report carries the same authenticity and responsibility as an ink signature on a printed paper report.

**Scope of Work**

The scope of work necessary to complete this assignments included research in the following:  
Information in this report was obtained from an inspection of the subject property, the local Tax Assessor's and City/Town Clerk's offices. The appraiser researched and analyzed additional information from Real Estate Brokers regarding active listings, closed and pending sales to determine an opinion of reasonable exposure time to obtain the stated opinion of value.

**Final Reconciliation**

In the appraisal process, the cost approach and the sales comparison analysis do not necessarily achieve identical conclusions. This is due in part to the difficulty in estimating accrued depreciation in the cost approach.

In developing the final estimate of value the appraiser considered all resources to developing value. The Income Approach, while considered, was not developed due to the lack of sufficient data to confirm a GRM. The Sales Comparison Approach was given the most weight in developing the value and was supported by the Cost Approach.

**Additional Certifications**

In accordance with the competency provisions of USPAP, the appraiser certifies that his education experience and knowledge is sufficient to appraise this type of property and that no other appraiser has provided significant professional assistance to the person in inspecting the property and in the completion of the analysis.

The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

**Supplemental Addendum**

File No. 061614csh4spain

Client	Luis Vaz				
Property Address	157 William Street				
City	Bridgeport	County	Fairfield	State	CT Zip Code 06608
Client	Luis Vaz				

My compensation for completing this assignment was not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.

IN COMPLIANCE WITH THE ETHICS RULE OF USPAP, I CERTIFY THAT I HAVE NOT PREFORMED ANY SERVICES REGARDING THE SUBJECT PROPERTY WITHIN 3 YEARS PRECEDING ACCEPTANCE OF THE ASSIGNMENT, AS AN APPRAISER OR IN ANY OTHER CAPACITY.

**Reasonable Exposure Time**

"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."

A reasonable exposure time for the subject property is between 90 to 180 days. This is based on statistical information about days on market taken from the Multiple listing service in this area.

**assessor card**

Client	Luis Vaz		
Property Address	157 William Street		
City	Bridgeport	County	Fairfield
State	CT	Zip Code	06608
Client	Luis Vaz		

**157 WILLIAM ST #159**

**Location** 157 WILLIAM ST #159      **Assessment** \$141,840  
**Nblu** 42/ 1653/ 15/ /      **Appraisal** \$202,620  
**Acct#** RB-0122000      **PID** 14398  
**Owner** PENNYMAC MORTGAGE INVESTMENT TRUST      **Building Count** 1

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$174,540	\$28,080	\$202,620

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$122,180	\$19,660	\$141,840

**Owner of Record**

**Owner** PENNYMAC MORTGAGE INVESTMENT TRUST      **Sale Price** \$0  
**Co-Owner** HOLDINGS I LLC      **Book & Page** 8998/ 290  
**Address** 6101 CONDOR DRIVE      **Sale Date** 02/18/2014  
 SUITE 300  
 MOORPARK, CA 93021

**Ownership History**

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
BOLLING GEORGE JR	\$64,000	4899/ 83	05/02/2002
BOLLING GEORGE JR	\$48,000	4899/ 80	05/02/2002

**Building Information**

**Building 1 : Section 1**

**Year Built:** 1882  
**Living Area:** 2574  
**Replacement Cost:** \$269,131  
**Building Percent:** 64  
**Cost:**  
**Replacement Cost Less Depreciation:** \$172,240

**Building Photo**

Building Attributes	
Field	Description

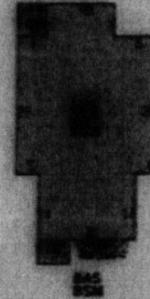
**assessor card**

Client	Luis Vaz		
Property Address	157 William Street		
City	Bridgeport	County	Fairfield
State	CT	Zip Code	06608
Client	Luis Vaz		

Interior Wall 2:	
Interior Fir 1:	Hardwood
Interior Fir 2:	
Heat Fuel:	Gas
Heat Type:	Forced Air
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Full Baths:	2
Total Half Baths:	0
Total Extra Fixtrs:	0
Total Rooms:	10
Bath Style:	Average
Kitchen Style:	Average
Fireplaces:	0
Fir Burnt Area:	
Fir Burnt Quality:	
Bsm't Garages:	

(http://images.vgal.com/photos/Bridgeport/165/54.JPG)

**Building Layout**



Building Sub-Areas	
Code	Description
BAS	First Floor
FUS	Finished Upper Story
BSM	Basement
FOP	Open Porch
UEP	Utility Enclosed Porch

**Extra Features**

Extra Features	
No Data for Extra Features	

**Land**

Land Use	
Use Code	102
Description	Two Family
Zone	C
Neighborhood	1410

Land Line Valuation	
Site (Acres)	0.17
Frontage	0
Depth	0
Assessed Value	\$25,000

http://gis.vgal.com/bridgeport/assessor/assessor.asp?img=1410



## Legal Description

Client	Luis Vaz			
Property Address	157 William Street			
City	Bridgeport	County	Fairfield	State CT Zip Code 06608
Client	Luis Vaz			

BKI 8998 PG: 291  
INST: 00004555

### SCHEDULE A LEGAL DESCRIPTION

Those certain two pieces or parcels of land with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, State of Connecticut bounded and described as follows:

#### FIRST PIECE

NORTH: By land now or formerly of Julia Keating, 124.5 feet;  
 EAST: By William Street, 50 feet;  
 SOUTH: By land formerly of P.T. Bamum, 124.5 feet;  
 WEST: By land formerly of P.T. Bamum, 50 feet.

#### SECOND PIECE:

NORTH: By land formerly of P.T. Bamum, 40 feet;  
 EAST: By land now or formerly of E.A. Devenport, 27 feet, 2 inches;  
 SOUTH: By land now or formerly of E.J. Nettleton, 45 feet;  
 WEST: By land formerly of P.T. Bamum, 27 feet, 6 inches.  
 Being between William and Knowlton Streets

Said premises are commonly known as 157-159 William Street, Bridgeport, CT.

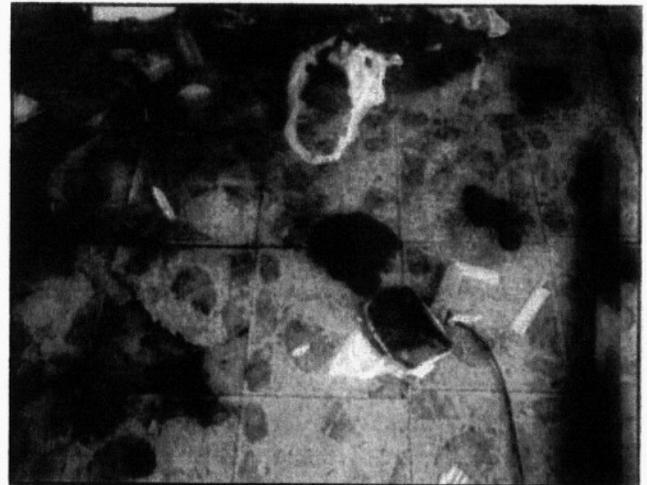
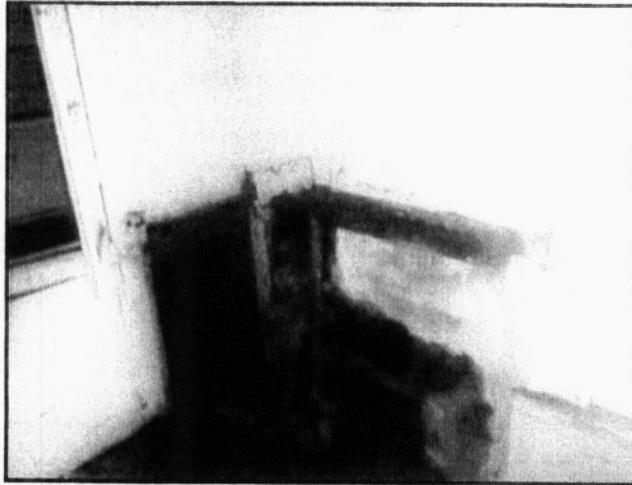
### Photograph Addendum

Client	Luis Vaz						
Property Address	157 William Street						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06608
Client	Luis Vaz						



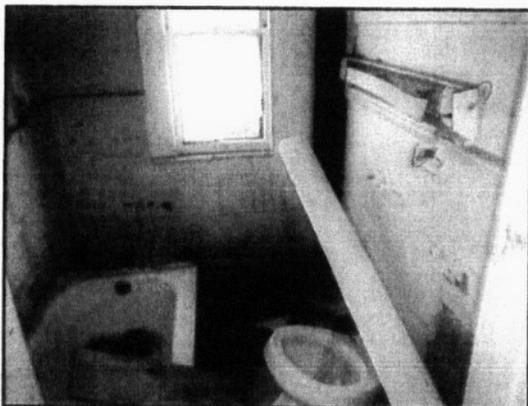
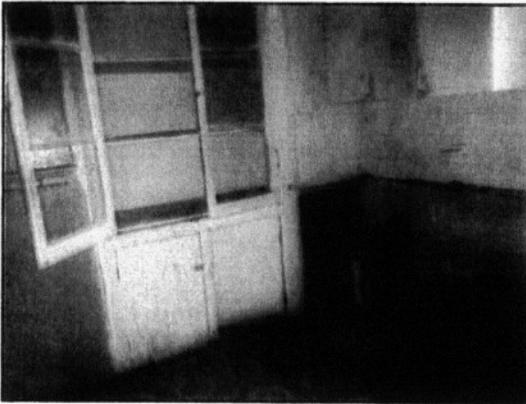
### Photograph Addendum

Client	Luis Vaz						
Property Address	157 William Street						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06608
Client	Luis Vaz						



### Photograph Addendum

Client	Luis Vaz						
Property Address	157 William Street						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06608
Client	Luis Vaz						

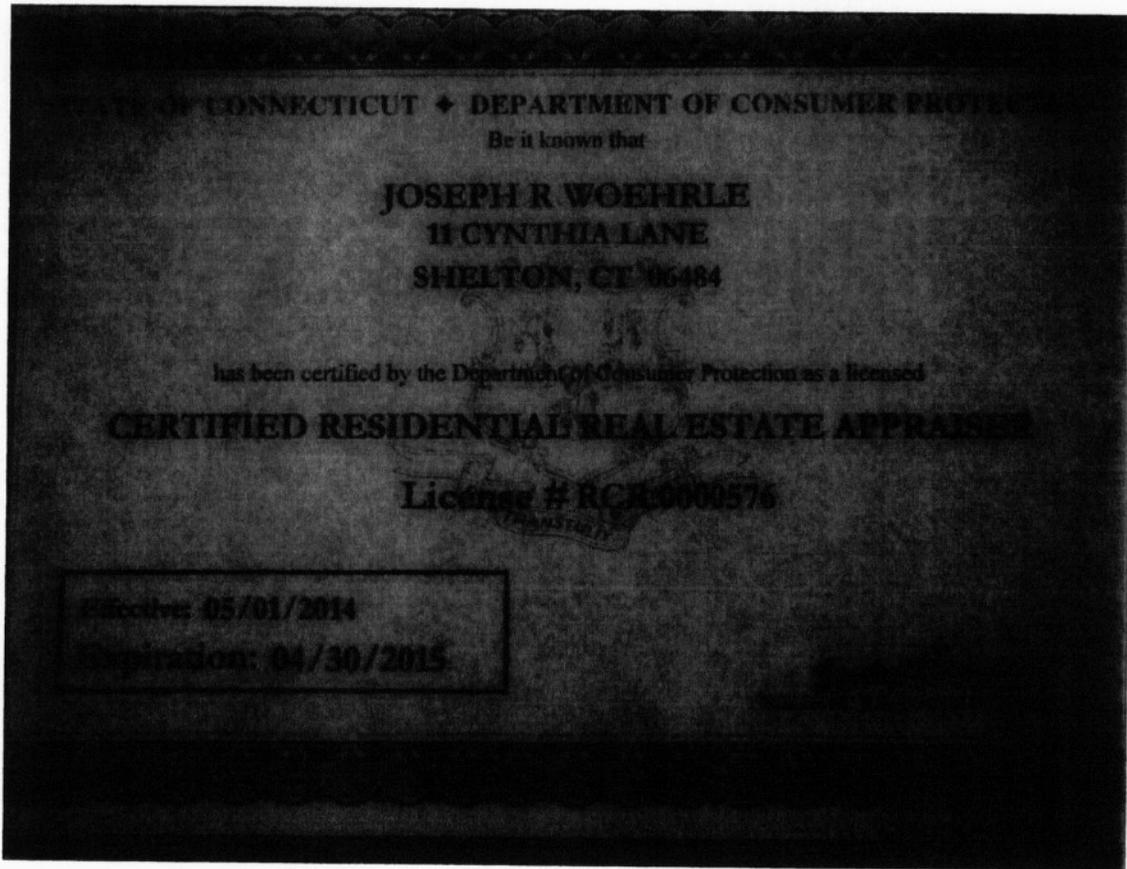


### Interior Photos

Client	Luis Vaz						
Property Address	157 William Street						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06608
Client	Luis Vaz						

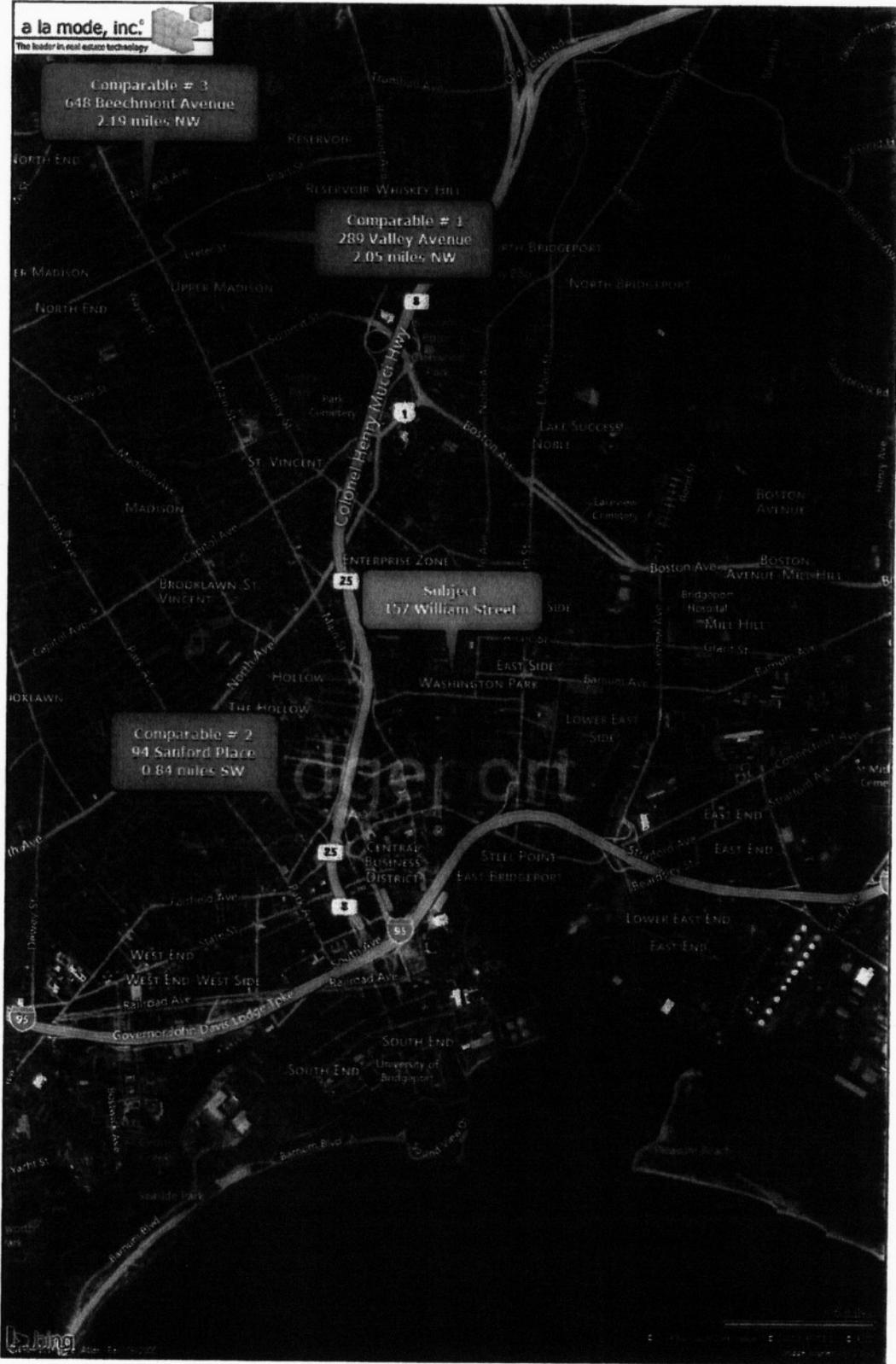






### Location Map

Client	Luis Vaz						
Property Address	157 William Street						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06608
Client	Luis Vaz						



**Item# \*49-14 Consent Calendar (PHO)**

Public Hearing Ordered for May 18, 2015: re  
Acquisition and Disposition of Redevelopment  
property in accordance with the Lower East End  
Municipal Development Plan.



**Report  
of  
Committee  
on**

**PCD & Environment**

Submitted: May 4th, 2015

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

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

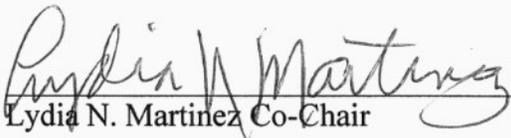
*To the City Council of the City of Bridgeport:*

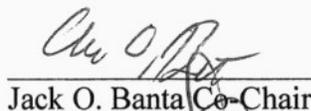
The Committee on **ECD and Environment** begs leave to report;  
and recommends for adoption the following resolution:

**\*49-14 Consent Calendar (PHO)**

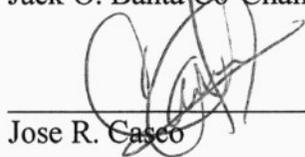
**BE IT RESOLVED**, That a Public Hearing be held before the City Council on Monday evening, May 18, 2015 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Resolution Authorizing the Acquisition and Disposition of Redevelopment Property in accordance with the Lower East End Municipal Development Plan.

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

  
Lydia N. Martinez Co-Chair

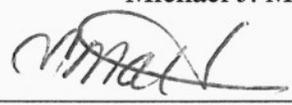
  
Jack O. Banta Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Jose R. Casco

  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

  
\_\_\_\_\_  
Eneida Martinez-Walker

**Item# \*69-14 Consent Calendar**

Grant Submission re State Department of  
Transportation for Dial A Ride Grant Program for  
the Elderly & Disabled. #16408



**Report  
of  
Committee  
on**

**CEED & Environment**

Submitted: May 4th, 2015

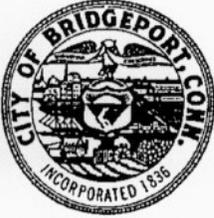
Adopted: \_\_\_\_\_

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, 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:

**\*69-14 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut - Dial a Ride – Municipal Grant Program for Elderly & Disabled  
(Project # 16408)**

**WHEREAS**, the State of Connecticut, through the Department of Transportation is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through CT. General Statues, Section 13b-38bb; and

**WHEREAS**, funds under this grant are appropriated to municipal governments to be used for Dial a Ride – Municipal Grant Program to provide much needed transportation services to the elderly and persons with disabilities; and

**WHEREAS**, the City of Bridgeport does not operate a Dial a Ride- Municipal Grant Program and will grant the total sum of \$81,121 to Greater Bridgeport transit Authority to operate this program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Central Grants Department, submit an application to the State of Connecticut, Department of Transportation through Greater Bridgeport Regional Council; Now, therefore be it

**RESOLVED BY THE City Council:**

That it is cognizant of the City's grant application and contract with the State of Connecticut, Department of Transportation and Greater Bridgeport Transit Authority

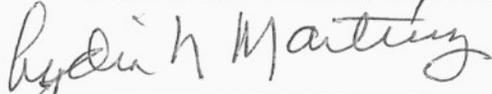
That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with State of Connecticut, Department of Transportation through Greater Bridgeport Regional Council and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment  
\*69-14 Consent Calendar

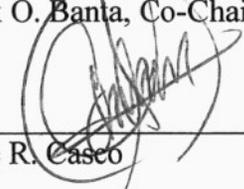
-2-

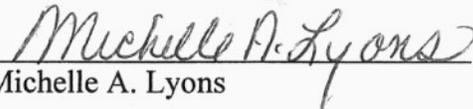
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Lydia N. Martinez, Co-Chair

  
Jack O. Banta, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Jose R. Casco

  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

  
\_\_\_\_\_  
Eneida Martinez

**Item# \*70-14 Consent Calendar**

Grant Submission re State Department of Social Services for a Healthy Start Grant Program. #15267



**Report  
of  
Committee  
on**

**QCD & Environment**

Submitted: May 4th, 2015

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

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch*  
Bill Finch, 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:

**\*70-14 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Social Services – Healthy Start  
Program**

**WHEREAS**, the **State of Connecticut Department of Social Services** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Healthy Start Program**; and

**WHEREAS**, funds under this grant are provided to carry out the Healthy Start Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Health and Social Services Department, submits an application to the **State of Connecticut Department of Social Services** to undertake the Healthy Start Program; Now, therefore be it hereby

**RESOLVED BY THE CITY COUNCIL:**

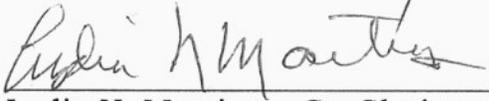
1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Social Services** for the purpose of the **Healthy Start Program** and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to execute and file such application with the **State of Connecticut Department of Social Services – Healthy Start Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



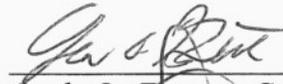
Report of Committee on ECD and Environment  
**\*70-14 Consent Calendar**

-2-

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

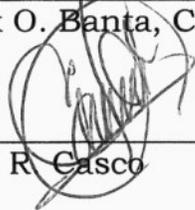


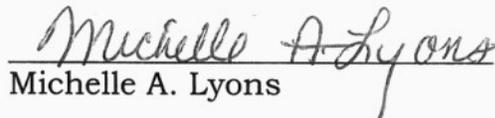
Lydia N. Martinez, Co-Chair



Jack O. Banta, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Jose R. Casco

  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella



\_\_\_\_\_  
Eneida Martinez

**Item# \*36-14 Consent Calendar**

Reappointment of James Brideau (R) to the Parks Commission



**Report  
of  
Committee  
on**

**Miscellaneous Matter**

Submitted: May 4, 2015

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

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, 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:

## **\*36-14 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, reappointed to the Parks Commission in the City of Bridgeport and that said reappointment, be and hereby is, approved, ratified and confirmed.

### **NAME**

### **TERM EXPIRES**

James Brideau (R)  
266 Jackson Avenue  
Bridgeport, CT 06606

December 31, 2017

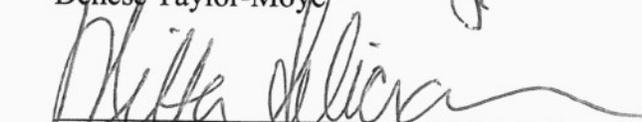
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Pariccio, Co-Chair

  
Patricia Swain, Co-Chair

  
Denese Taylor-Moye

  
Susan T. Brannelly

  
Milta I. Feliciano

  
Robert E. Halstead

  
Jack O. Banta

**Item# \*57-14 Consent Calendar**

Appointment of Vincent DiPalma (D) to the Water Pollution Control Authority.



**Report  
of  
Committee  
on**

**Miscellaneous Matter**

Submitted: May 4, 2015

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

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, 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:

## **\*57-14 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Water Pollution Control Authority Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

### **NAME**

### **TERM EXPIRES**

Vincent DiPalma (D)  
137 Holroyd Street  
Bridgeport, CT 06606

December 31, 2016

\*This will fill a vacancy.

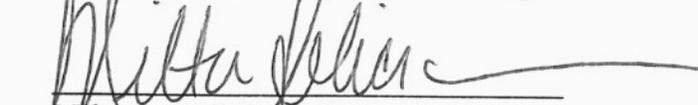
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, Co-Chair

  
\_\_\_\_\_  
Patricia Swain, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Milta I. Feliciano

  
\_\_\_\_\_  
Robert E. Halstead

  
\_\_\_\_\_  
Jack O. Banta

**Item# \*64-14 Consent Calendar**

Settlement of Pending Litigation with Elisa Colon.



**Report  
of  
Committee  
on**

**Miscellaneous Matter**

Submitted: May 4, 2015

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

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, 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:

## **\*64-14 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>	<u>SETTLEMENT</u>
Elisa Colon Nightingale	Nicole Augenti, Esq. 1836 Noble Avenue Bridgeport, CT 06604	Motor Vehicle Accident	\$22,000.00

**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  
\*64-14 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

Amy Marie Vizzo-Paniccia, Co-Chair

Patricia Swain, Co-Chair

Denese Taylor-Moye

Susan T. Brannelly

Milta I. Feliciano

Robert E. Halstead

Jack O. Banta

**Item# \*65-14 Consent Calendar**

Settlement of Pending Litigation with Carmelo Taveras-Javier.



**Report  
of  
Committee  
on**

**Miscellaneous Matter**

Submitted: May 4, 2015

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

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, 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:

## **\*65-14 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>	<u>SETTLEMENT</u>
Carmelo Taveras-Javier	Peter Baez, Esq. 900 Madison Avenue Bridgeport, CT 06606	Motor Vehicle Accident	\$30,000.00

**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.



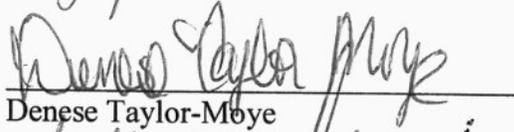
Report of Committee on Miscellaneous Matters  
\*65-14 Consent Calendar

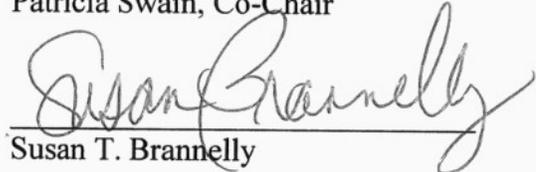
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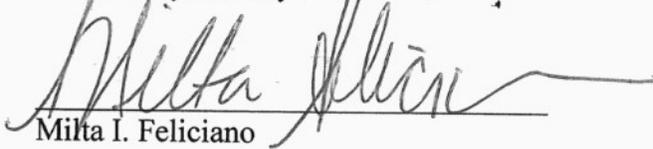
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, Co-Chair

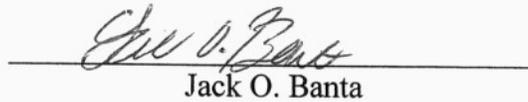
\_\_\_\_\_  
Patricia Swain, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Milta I. Feliciano

  
\_\_\_\_\_  
Robert E. Halstead

  
\_\_\_\_\_  
Jack O. Banta

**Item# \*67-14 Consent Calendar**

Workers Compensation Stipulation with Nicholas Cousins.



**Report  
of  
Committee  
on**

**Miscellaneous Matter**

Submitted: May 4, 2015

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

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

*Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

*Bill Finch, Mayor*



# City of Bridgeport, Connecticut

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

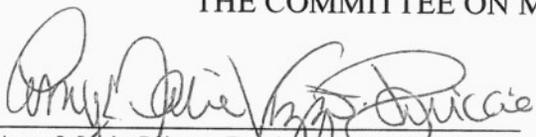
The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

## **\*67-14 Consent Calendar**

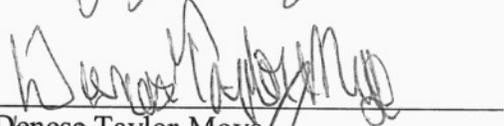
**BE IT RESOLVED**, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with Nicholas Cousins upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum as provided for in stipulation.

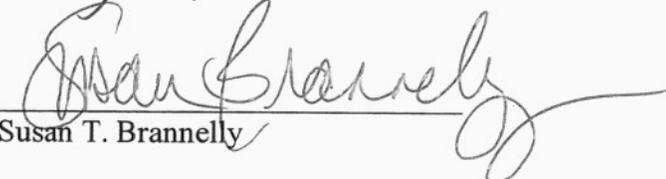
<u>NAME</u>	<u>NATURE OF CLAIM</u>	<u>CLAIMANT'S ATTORNEY</u>
Nicholas Cousins	Workers' Compensation	Robert C. Sousa, Esquire Sousa & Associates, LLC 375 Bridgeport Avenue P. O. Drawer 805 Shelton, CT 06484

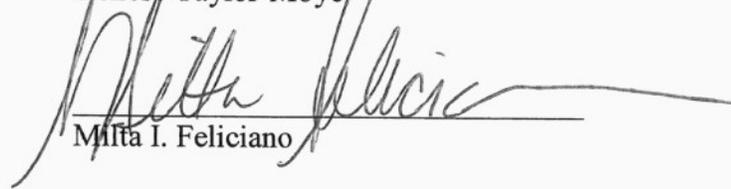
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, Co-Chair

  
\_\_\_\_\_  
Patricia Swain, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Milta I. Feliciano

  
\_\_\_\_\_  
Robert E. Halstead

\_\_\_\_\_  
Jack O. Banta

City Council Date: May 4, 2015

**Item# \*75-14 Consent Calendar**

Appointment of Ana Nilsa Diaz (D) to the Food Policy Council.



**Report  
of  
Committee  
on**

**Miscellaneous Matter**

Submitted: May 4, 2015

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

Attest: *Fleeta C. Hudson*  
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_  
Bill Finch, 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:

**\*75-14 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Food Policy Council in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

Ana Nilsa Diaz (D)  
85 Yale Street  
Bridgeport, CT 06605

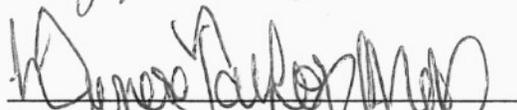
December 31, 2016

\*This will fill a vacancy.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, Co-Chair

\_\_\_\_\_  
Patricia Swain, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Milta I. Feliciano

  
\_\_\_\_\_  
Robert E. Halstead

  
\_\_\_\_\_  
Jack O. Banta

**Item# 23-14**

Resolution Authorizing a Tax Incentive Agreement for Crescent Crossings II Project, a 84-unit Mixed-Income, Affordable Housing Development, located at 252 Hallett Street.



**Report  
of  
Committee  
on**

**PCD & Environment**

Submitted: May 4, 2015  
DENIED: May 4, 2015

Adopted:

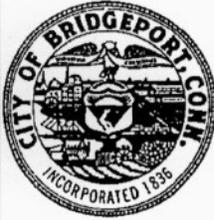
*Fleeta C. Hudson*

Attest:

*Fleeta C. Hudson, City Clerk*

Approved by:

*Bill Finch, 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:

23-14

**A Resolution by the Bridgeport City Council  
Authorizing a Tax Incentive Agreement  
for Crescent Crossings II,  
a Mixed-Income Affordable Housing Development  
at 252 Hallett Street**

**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 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**, Crescent Crossing Phase II, located at 252 Hallett Street (the "Property"), is the second phase in a multi-phased development for the Property, the first phase of which (for 93 units at a cost of \$32 million) is progressing and has received a \$5mm CHAMP Award from the State Department of Economic and Community Development, as well as a \$2.9 mm Infrastructure Grant from the State Department of Housing; and

**Whereas** Crescent Crossing Phase II represents an approximately \$30 million dollar investment in the new construction of 84 units of affordable housing within a mixed-income development program that shall be deed-restricted for low and moderate income residents earning up to eighty (80%) percent of the Area's Median Income (the "Project"); and

**Whereas** the Property, owned by Park City Communities (the "Owner") is to be devoted in part to replacement housing for Marina Village; and



Report of Committee on ECD and Environment  
23-14

-2-

**Whereas**, Crescent Crossings LLC (the “Developer”), an LLC directed by the JHM Financial Group of Stamford, CT has entered into a development agreement with the Owner so as to construct the Project and has also made application to the State of Connecticut for Project funding; and

**Whereas**, in support of the Project’s financial structure, the Developer has requested a Tax Incentive Development Agreement to establish a predictable tax payment schedule for the Project; 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 OPED has reviewed the pro-forma to arrive at its judgment of what is an appropriate tax payment schedule at 7.5% of the Project’s Effective Gross Income (“EGI”): 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 payment schedule described herein, 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

**Whereas**, it is in the City’s interest to encourage the development of high quality affordable housing; and

**Whereas**, the Developer has a solid track record in developing and managing such projects; and

**NOW THEREFORE BE IT RESOLVED** that apart from any public housing replacement units, six (6) of the most deeply affordable units in the Project (with three in Phase 1 and three in Phase 2) shall be reserved for veteran’s housing; and

**BE IT FURTHER RESOLVED** that the Director of the Office of Planning and Economic Development or his designee is authorized to negotiate and execute a Tax Incentive Development Agreement for which the base annual tax payment in the first year of operation shall amount to no less than \$65,520, or \$780 per unit per year, and which shall escalate at 3% per year for the duration of the deed-restricted financing period, anticipated to be up to 35 years; and



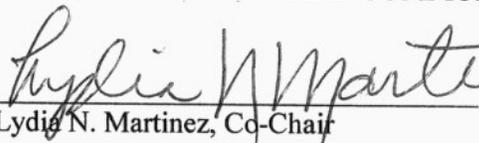
Report of Committee on ECD and Environment  
23-14

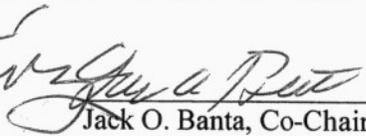
-3-

**BE IT FURTHER RESOLVED** that the City's Office of Planning and Economic Development shall audit the Project at the beginning of the 20<sup>th</sup> year of the Tax Incentive Development Agreement to ensure that it is performing as modeled and shall report back to the City Council for action on continuance; and

**BE IT FURTHER RESOLVED** that the Director of the Office of Planning and Economic Development, or his designee, is authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.

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

  
Lydia N. Martinez, Co-Chair

  
Jack O. Banta, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

\_\_\_\_\_  
Jose R. Casco

  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

  
\_\_\_\_\_  
Eneida Martinez

\*\*\*\*ITEM # 23-14 was denied on May 4, 2015\*\*\*\*

\*\*\*\*Item was voted down by full council\*\*\*\*\*

Council Date: May 4, 2015  
Denied on May 4, 2015 (full council)

**\*Item #55-14 Consent Calendar**

Five-Year Capital Plan (CP) for Fiscal Years 2016-2020.

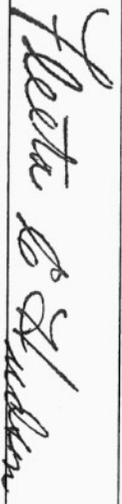


**Report  
of  
Committee  
on**

**Budget & Appropriations**

Submitted: **MAY 4, 2015**

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

Attest:   
Fleeta C. Hudson, City Clerk

Approved by: \_\_\_\_\_

**Bill Finch, Mayor**



# City of Bridgeport, Connecticut

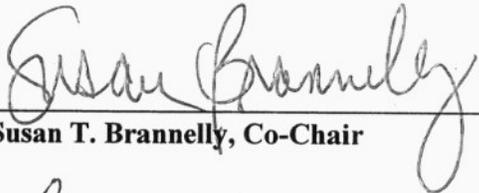
*To the City Council of the City of Bridgeport:*

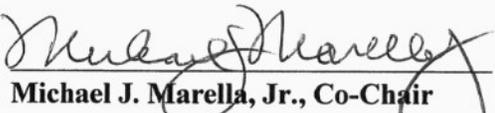
The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

## **\*55-14 Consent Calendar**

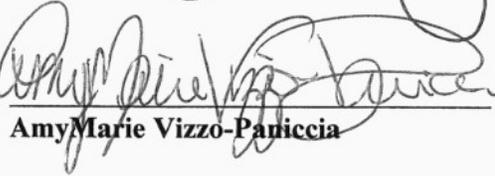
**RESOLVED**, That the City's 2016-2020 Capital Plan as amended by the Budget and Appropriations Committee on (April 30, 2015) be, and the same hereby is, adopted in accordance with the **Exhibit** attached hereto.

Respectfully submitted,  
**THE COMMITTEE ON BUDGET  
AND APPROPRIATIONS**

  
Susan T. Brannelly, Co-Chair

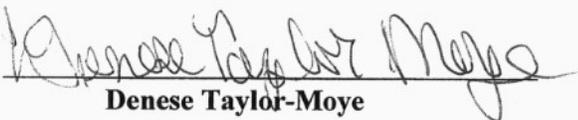
  
Michael J. Marella, Jr., Co-Chair

  
Lydia N. Martinez

  
Amy Marie Vizzo-Paniccia

  
Patricia Swain

\_\_\_\_\_  
Howard Austin, Sr.

  
Denese Taylor-Moye

City Council Date: May 4, 2015

Fiscal Year 2016-2020  
BAC AMENDED

Ex 2015-4-29-3

RECEIVED  
CITY CLERK'S OFFICE  
2015 MAY - 1 P 11  
City Capital Section

ATTEST  
CITY CLERK

PROJECT DESCRIPTION	FY 2016 Capital Plan ADOPTED	FY 2017 Capital Plan PROPOSED	FY 2018 Capital Plan PROPOSED	FY 2019 Capital Plan PROPOSED	FY 2020 Capital Plan PROPOSED	TOTAL Capital Plan 2016-2020
<b>Board of Education</b>						
BOE maintenance Projects/HVAC	785,000					785,000
BOE Asbestos Removal	250,000					250,000
School Roof Projects	6,104,000					6,104,000
BOE Bassick High School Heating System	6,000,000					6,000,000
Facilities Equipment	100,000					100,000
BOE Classroom Computers	1,500,000	1,500,000	150,000			4,500,000
Maintenance Vehicles	135,000					135,000
District Wide Energy Conservation	820,000					820,000
<b>TOTAL BOE</b>	<b>15,694,000</b>	<b>1,500,000</b>	<b>1,500,000</b>			<b>18,694,000</b>
<b>Economic Development</b>						
Downtown Capital Improvements	1,000,000					1,000,000
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
<b>TOTAL OPED</b>	<b>5,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>			<b>7,000,000</b>
<b>Public Facilities</b>						
Roadway Paving, Culverts, Intersections	3,500,000	2,500,000	2,500,000	2,500,000	2,500,000	13,500,000
City / Neighborhood Beautification	500,000	500,000	500,000	500,000		2,000,000
Public Facilities Equipment	2,000,000	2,250,000	2,250,000	2,250,000	2,750,000	11,500,000
Muni Bldg. HVAC / Heating / Elec / Facilities	500,000	500,000	500,000	500,000		2,000,000
City Wide Building & Security Improvements	750,000	250,000	250,000	250,000		1,500,000
Facilities Assessments / Planning Studies	500,000	500,000	250,000	250,000		1,500,000
Energy Conservation / Conversion Program'	250,000	200,000	200,000	200,000	200,000	1,050,000
HarborYard Ballpark Upgrades	250,000	250,000				500,000
FAA AARF Index rapid response fire truck	450,000					450,000
Various Airport Improvement Projects	1,650,000		100,000	100,000		1,850,000
Parks Maintenance Equipment	200,000	200,000	100,000	150,000		650,000
Various Park Improvement Projects	800,000	1,500,000	1,500,000			3,800,000
Pleasure Beach Water and Park Accessibility		5,000,000				5,000,000
<b>TOTAL PUBLIC FACILITIES</b>	<b>11,350,000</b>	<b>13,650,000</b>	<b>8,150,000</b>	<b>6,700,000</b>	<b>5,450,000</b>	<b>45,300,000</b>
<b>Other Departments</b>						
Police Fleet Upgrade	2,000,000	2,000,000	2,000,000			6,000,000
Police Equipment / Technology	3,275,000	1,000,000	1,000,000	1,000,000		6,275,000
Fire Apparatus Replacement Program/Vehicles	2,750,000	1,453,000	695,000	1,400,000	1,300,000	7,598,000
Technology Enhancements / Systems Improvement	500,000	300,000	250,000	250,000		1,300,000
WPCA Capital Improvements	640,000	855,000	820,000	860,000		3,175,000
Library Capital (conjunction with Master Plan)	2,250,000					2,250,000
Public Safety Communications Modifications	320,000					320,000
IT Telephony & Computer Replacement Program	500,000	500,000	500,000	500,000		2,000,000
<b>TOTAL OTHER</b>	<b>12,235,000</b>	<b>6,108,000</b>	<b>5,265,000</b>	<b>4,010,000</b>	<b>1,300,000</b>	<b>28,918,000</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>44,279,000</b>	<b>22,258,000</b>	<b>15,915,000</b>	<b>10,710,000</b>	<b>6,750,000</b>	<b>99,912,000</b>

# BRIDGEPORT LIBRARY

DATE: March 2, 2015  
TO: Bill Finch, Mayor  
FROM: Scott A. Hughes, City Librarian  
RE: Capital Request  
Mayor,

In partial fulfillment of Bridgeport Public Library's citywide library facilities master plan, the following capital funding with the Bridgeport Public Library is being requested at this time.

We are requesting the following:

- Architectural study of replacing existing stacks at Burroughs into functional public space - \$250,000
- Fit out and furnishings for New Branch (Upper East Side) - \$1,000,000
- Fit out and furnishings for New Branch (Lower East Side) - \$1,000,000

**Total Request - \$2,250,000**

We are in the process of sending copies of the facilities master plan to all city department heads from the Office of the City Librarian.

Please feel free to contact me if you have any questions at 203.673.8950. Thank you in advance for your anticipated cooperation.

CC: Board of Directors  
Tom Sherwood, Office of Policy Management

RECEIVED  
CITY CLERKS OFFICE  
2015 MAY -1 P 1:11  
ATTEST  
CITY CLERK