

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, FEBRUARY 6, 2012

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 50-11** Communication from OPM, re Proposed Budget Modification for FY 2011-2012 Civil Service Budget From: Advertising Budget Line 01070000-53705 (\$25,000) To: Management Services Line 01070000-56165 (\$25,000), referred to Budget and Appropriations Committee.

REMOVED:

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *39-11** Ordinance Committee Report re: Resolution to Enforce a Curfew for Youth, age Sixteen Years and Younger.

AGENDA
CITY COUNCIL MEETING
MONDAY, FEBRUARY 6, 2012

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Citation: Tribute to Charles J. Dougiello for exemplary community service and extraordinary dedication to the community residing in Bridgeport.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 3, 2012

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 40-11** Communication from Mayor re: Appointment of Michael Jeffrey Smith (D) to the Stratfield Historic District, referred to Miscellaneous Matters Committee.
- 41-11** Communication from Mayor re: Appointment of Robert J. Filotei (R) to the Planning & Zoning Commission, referred to Miscellaneous Matters Committee.
- 42-11** Communication from Tax Collector, re: State Reimbursement of Low and Moderate Income Housing Tax for the Grand List of 2010, referred to Miscellaneous Matters Committee.
- 43-11** Communication from Tax Collector, re: Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 44-11** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Ronald Sheiman, referred to Miscellaneous Matters Committee.
- 45-11** Communication from Airport Manager re: Proposed Lease Agreement with United States Department of Transportation re: Lease No. DTFAEN-11-L-00095, referred to Contracts Committee.
- 46-11** Communication from OPED re: (Ref. # 124-04) Proposed Resolution for the Sub-Lease of Connecticut Department of Transportation Property to The Mercy Learning Center, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 47-11** Communication from Finance Department re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds, referred to Budget & Appropriations Committee.
- 48-11** Communication from Finance Department re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000), referred to Budget & Appropriations Committee.

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

- 49-11** Resolution presented by Council Members Brannelly, M. McCarthy, Taylor-Moye and T. McCarthy re Proposed Resolution to Endorse the Bridgeport Children's Bill of Rights for Education, referred to Education and Social Services Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *39-11** Ordinance Committee Report re: Resolution to Enforce a Curfew for Youth, age Sixteen Years and Younger.
- *35-11** Public Safety and Transportation Committee Report re Letter of Commitment – Traffic Signal Improvements on Main Street Utilizing Funding from the STP-Urban Program and CMAQ Program; State Project No. 15-H0009.
- *36-11** Public Safety and Transportation Committee Report re Letter of Commitment – Iranistan Avenue, Installation of Sidewalks from State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program; State Project No. 15-358, Federal Aid Project No. 1015(124).
- *08-11** Miscellaneous Matters Committee Report re: Refund of Excess Payments.
- *34-11** Miscellaneous Matters Committee Report re: Appointment of Ashley Jade Wacker (D) to the Planning & Zoning Commission as an alternate.

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

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Sensitivity Training for Police Officers that will be profiling young people that are at risk and Paul Timpanelli and the Business Council.

Terron Jones
138 Olive Street
Bridgeport, CT 06605

Considering implementing a Bicycle Sharing Program in the City of Bridgeport.

Virgen S. Martinez
1491 Central Avenue, Apt. 204
Bridgeport, CT 06610

Education, mental health and loss of homes.

CITY of BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
FEBRUARY 6, 2012
6:30 PM

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

ABSENT: Council members: Bonney, Holloway

City Council President McCarthy called the public speaking session to order at 7:50 pm.

ROLL CALL: the city clerk took the roll call and she announced there was a quorum.

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

NAME

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Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Sensitivity Training for Police Officers that will be profiling young people that are at risk and Paul Timpanelli and the Business Council.

RECEIVED
CITY CLERK'S OFFICE
2012 FEB 17 11:13 AM
ATTEST
CITY CLERK

Mr. Young continued with his comments that were made during the public hearing session. He said he also thought the police should have other equipment included in the sensitivity training to use to enforce the curfew on the street. He went on to talk about being cautious of profiling and he repeated his comments about implementing other solutions to address the problem.

Terron Jones
138 Olive Street
Bridgeport, CT 06605

Considering implementing a Bicycle
Sharing Program in the City of Bridgeport.

Mr. Jones spoke about discussions he had about a bike sharing program, which will tap into the Mayor's green initiative to improve the environment and reduce the number of vehicles on the road. He noted that a project was implemented at St. Mary's by the Sea and Seaside Park for people to rent a bike for transportation and leisure – he offered his phone number should anyone wish to contact him for additional information (203) 450-5039.

Virgen S. Martinez
1491 Central Avenue, Apt. 204
Bridgeport, CT 06610

Education, mental health and loss
of homes.

Ms. Martinez spoke about education. She made a comment about parents that buy \$150.00 sneakers, noting that many parents have their own problems. She further spoke about mental health and she stated that all the services are for veterans. She said they needed a program for other people because most of the mentally ill are on the street. She said she was there to speak on behalf of the mentally ill that need help. She voiced that if "Bridgeport is the armpit of the Connecticut, then they need to start wearing deodorant".

Clyde Nicholson

signed up to speak prior to the public session

Mr. Nicholson said he wanted to present Council President McCarthy with a proposal to ask the city to adopt some measures regarding the curfew issue; such as the use of video cameras. He mentioned the big problem of illegal guns and he felt strongly that those who sell guns to a youth should be fined. He held up a sign that read "*Put a curfew on guns!*" He stressed that he didn't feel free anymore living in the city with all the crime and he expressed that he was asking for justice for everyone.

The public hearing session closed at 8:10 pm.

CITY of BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, FEBRUARY 6, 2012

6:30 PM

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

ABSENT: Council members: Bonney, Baker, Holloway

Mayor Finch called the public speaking session to order at 8:10 pm.

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

Prayer - Council member Vizzo-Paniccia offered the prayer.

Pledge of Allegiance - the pledge of allegiance was recited by all.

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

Moment of Silence - was requested for Council member McCarthy's grandmother.

Council member Brantley requested a personal privilege to say a few words about Priscilla Gaynor and Denepha Edmadson. She noted that they spoke during the public speaking session. She relayed that Harding High School is financially strapped and they have to hold their senior dinner inside the gymnasium. They were looking for donations for food and decorations. She also mentioned the curfew issue to express that these two young women were examples of youth in action and they are taking responsibility in the community.

Mayoral Citation: Tribute to Charles J. Dougiello for exemplary community service and extraordinary dedication to the community residing in Bridgeport.

Charles Dougiello's son came forward to accept the citation on behalf of his father.

The Mayor expressed that Mr. Dougiello was the pillar of the community in the south end of Bridgeport. He shared some background information about Charles Dougiello regarding his personal and business accomplishments. He expressed that he was dedicated and he made many contributions to the city – *a picture was taken with Charles Dougiello's son, Mayor Finch and Council President McCarthy.*

Mr. Dougiello thanked the Mayor for this thoughtfulness and acknowledgement of his father. He graciously donated \$500.00 to Priscilla Gaynor and Denepha Edmadson to help out with their senior dinner – *to applause!*

Mayor Finch, Council member Curwen and Council President McCarthy recognized an esteemed eagle scout that was in the audience and they took a picture with him and his family members that were present.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 3, 2012

- ** COUNCIL MEMBER BRANNELLY MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER M. McCARTHY SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

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

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

49-11 Resolution presented by Council Members Brannelly, M. McCarthy, Taylor-Moye and T. McCarthy re Proposed Resolution to Endorse the Bridgeport Children's Bill of Rights for Education, referred to Education and Social Services Committee.

**** COUNCIL MEMBER PAOLETTO MOVED TO REFER RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.
** COUNCIL MEMBER dePARA SECONDED
** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***39-11** Ordinance Committee Report re: Resolution to Enforce a Curfew for Youth, age Sixteen Years and Younger.

Council member Paoletto announced that this item was on the agenda by mistake. He clarified that the item has been tabled in committee and it should be removed from the consent calendar.

Mayor Finch asked if there were any remaining items to be removed from the consent calendar.

There were none heard.

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

***35-11** Public Safety and Transportation Committee Report re Letter of Commitment – Traffic Signal Improvements on Main Street Utilizing Funding from the STP-Urban Program and CMAQ Program; State Project No. 15-H0009.

***36-11** Public Safety and Transportation Committee Report re Letter of Commitment – Iranistan Avenue, Installation of Sidewalks from State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program; State Project No. 15-358, Federal Aid Project No. 1015(124).

***08-11** Miscellaneous Matters Committee Report re: Refund of Excess Payments.

***34-11** Miscellaneous Matters Committee Report re: Appointment of Ashley Jade Wacker (D) to the Planning & Zoning Commission as an alternate.

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

REMOVED:

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***39-11** Ordinance Committee Report re: Resolution to Enforce a Curfew for Youth, age Sixteen Years and Younger.

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

50-11 Communication from OPM, re: Proposed Budget Modification for FY 2011-2012 Civil Service Budget From: Advertising Budget Line 01070000-53705 (\$25,000) To: Management Services Line 01070000-56165 (\$25,000), referred to Budget and Appropriations Committee.

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE
** COUNCIL MEMBER T. McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER OLSON MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF ADDING AN ITEM FOR REFERRAL
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER OLSON MOVED TO REFER RE: ITEM RELATED TO AN
HISTORIC HOME TO THE HISTORIC DISTRICT COMMISSION #1 TO THE
ORDINANCE COMMITTEE (ITEM#51-11)
** COUNCIL MEMBER M. McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER LYONS MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF ADDING AN ITEM FOR IMMEDIATE CONSIDERATION
** COUNCIL MEMBER MARTINEZ SECONDED
** MOTION PASSED UNANIMOUSLY**

Council member Lyons stated they were looking to send three (3) fire trucks to the Republic of Haiti and the Dominican Republic. She thanked Mayor Finch, the fire department and Pierre D'Haiti for their support. She also thanked everyone for working hard to get the trucks to the countries in need. She recalled that they adopted a city in Haiti. She stated that the resolution was now a bill and it passed through congress.

**** COUNCIL MEMBER LYONS MOVED TO APPROVE RE: THE TRANSPORT OF
THREE (3) FIRE TRUCKS TO THE REPUBLIC OF HAITI AND THE DOMINICAN
REPUBLIC FOR IMMEDIATE CONSIDERATION (ITEM#52-11)
** COUNCIL MEMBER AUSTIN SECONDED**

Council member Martinez thanked everyone who made this possible. She welcomed the Captain of the firefighters from Santo Domingo to Bridgeport and she expressed that they have good luck with the trucks.

**** MOTION PASSED UNANIMOUSLY**

Council member Colon thanked everyone for their support in this endeavor. She asked how many trucks were being transported. Council member Lyons said there were three (3) trucks.

The Captain of the firefighters from Santo Domingo addressed the council through a translator. He said thank you to the Mayor and all the council members. He said he felt proud and satisfied with each one for their kindness. He thanked everyone on behalf of the Dominican Republic. He expressed that he hoped the country will be healed by the purpose intended for the trucks. Good night!

Council member Lyons clarified that the fire trucks are retired and the funds to transport them were raised outside of the city.

Announcements:

Council member Brantley stated that anyone wishing to make a donation should write a check to Warren Harding High School, Class of 2012.

Council President McCarthy presented identification city badges to Council members: Olson, Taylor-Moye, Paoletto, dePara and Martinez.

ADJOURNMENT

- ** COUNCIL MEMBER COLON MOVED TO ADJOURN**
- ** COUNCIL MEMBER OLSON SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:40 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

999 Broad Street • Bridgeport, Connecticut 06604 • Telephone (203) 576-7963 • Fax 332-5589

THOMAS R. SHERWOOD
Director

February 2, 2012

Comm. #50-11 Ref'd to Budget & Appropriations Committee on 02/06/2012.

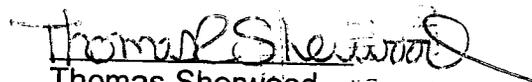
Mr. Robert Curwen, Mr. Angel DePara, Co-Chairmen
Budget and Appropriations Committee,
Members of the Bridgeport City Council:

Attached, please find a request to initiate a budget modification to Fiscal Year 2011-12 Civil Service Budget. As a result of the numerous exams, both entry level and promotional, that Civil Service has given this Fiscal Year, the management services line 01070000-56165 of the Civil Service budget will be exhausted.

Our request is to transfer \$25,000 from our advertising budget line 01070000-53705 to our management services line 01070000-56165. Civil Service will not be able to pay all of the I/O Solutions invoices, the testing company for our entry level Firefighters exam. Civil Service will also have invoices from Resource Management Associates for the upcoming Fire Captain tests, an upgrade on our license with CritiCall and exam produced by Biddle Consulting that Civil Service uses for Public Safety Telecommunication.

OPM recognizes the need for this transfer.

Sincerely,


Thomas Sherwood
OPM Director

RECEIVED
OFFICE
FEB - 2 P 12:24

TS/ma

cc: Mayor Bill Finch
Adam Wood, Chief of Staff
Andy Nunn, CAO
David Dunn, Personnel Director
Dawn Norton, Chief Finance Officer
Nestor Nkwo, Deputy Director, Finance



DAVID J. DUNN
Personnel Director

CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION

CITY HALL * 45 LYON TERRACE * BRIDGEPORT, CONNECTICUT 06604-4023 * (203) 576-7103 * Fax 576-7102

Commissioners
LEONOR GUEDES
President

T. WALTER PLUMMER- Vice Pres.
ROSA J. CORREA
WILLIE C. MCBRIDE, JR.
RICHARD P. RODGERS

February 1, 2012

Bridgeport City Council
45 Lyon Terrace
Bridgeport, CT 06604

Dear Honorable Members of the Council:

As a result of the numerous exams, both entry level and promotional, that Civil Service has given this fiscal year, the management services line (56165) of the Civil Service budget that began with \$77,943 will be exhausted shortly.

Accordingly, our request to transfer \$25,000 from the advertising line (53705) of our budget into the management services line (56165) is now before you. Since we have come up short we have not been able to pay all of the I/O Solutions invoices, the testing company for our entry level firefighter exam. We will also have invoices from Resource Management Associates for the upcoming Fire Captain test and an upgrade on our license with CriteCall, the exam produced by Biddle Consulting that we use for Public Safety Telecommunicators.

Thank you in advance for your consideration.

Sincerely,

David J. Dunn
Personnel Director

/djb

CITY OF BRIDGEPORT
Office of Policy & Management
JUSTIFICATION DOCUMENT

BE IT RESOLVED:

That the Common Council of the City of Bridgeport finds that the unencumbered balance of the "transferred from" appropriation(s) listed below equals or exceeds the estimated expenditures of the City required for such purpose during the remainder of the current fiscal year. The Council finding that the remaining amount after transfer is sufficient for all expenditures of the City for the purpose thereof during the budget year is justified by the following determination of facts and actions taken:

Civil Service requests a budget modification to Fiscal Year 2011-2012 in the amount of \$25,000 from their Advertising budget to their management services budget. As a result of numerous exams, both entry and promotional, the management services line 0107000-56165 will be exhausted.

Appropriation Account Number	Allocated To	Approved Budget	Amount of Transfer	After Transfer
01070000-53705	From	\$55,356	(\$25,000)	\$30,356
01070000-56165	To	\$77,943	\$25,000	\$102,943
Total		\$133,299	\$0	\$133,299

REVENUES:

A. BE IT FURTHER RESOLVED:

That the Common Council finds that such transfer of funds will not reduce city revenues or revenue estimates for the current or future fiscal year.

COMMENTS:

Please make the above budget transfer revision to reflect a more accurate distribution of funds.

Chairman Budget/Appropriations Committee:

Date of action:

02/02/2012 10:57
mark.anaeto

CITY OF BRIDGEPORT
G/L ACCOUNT - MASTER INQUIRY

PG 1
glactinq

Org code: 01070000 CIVIL SERVICE
Object code: 53705 ADVERTISING SERVICES
Project code: *UNKNOWN*
Type: E
Status: A
Budgetary: Y

Fund 01 GENERAL FUND
FUNCTION 01 GENERAL GOVERNMENT
AGENCY 008 CIVIL SERVICE
DEPARTMENT 070 CIVIL SERVICE
LOCATION 000 NO LOCATION
53705 ADVERTISING SERVICES
Project *UNKNOWN*

Full description: ADVERTISING SERVICES
Reference Acct: Short desc: AD SRVCS
Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	269.00	14,731.00	.00	4,613.00
03	246.74	-309.48	.00	4,613.00
04	1,628.00	-177.50	.00	4,613.00
05	1,100.00	.00	.00	4,613.00
06	605.05	-550.21	.00	4,613.00
07	.00	.00	.00	4,613.00
08	.00	.00	.00	4,613.00
09	.00	.00	.00	4,613.00
10	.00	.00	.00	4,613.00
11	.00	.00	.00	4,613.00
12	.00	.00	.00	4,613.00
13	.00	.00	.00	4,613.00
Tot:	3,848.79	13,693.81	.00	55,356.00

	ACTUAL	BUDGET
Actual (Memo)	4,512.97	Original Budget
Encumbrances	13,638.97	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	18,151.94	Carry Fwd Budget
Available Budget	37,204.06	Carry Fwd Bud Tfr
Percent Used	32.79	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	BOE
Estim-Actual	55,356.00	OPM
	.00	MAYOR
		COUNCIL

02/02/2012 10:57
mark.anaeto

CITY OF BRIDGEPORT
G/L ACCOUNT - MASTER INQUIRY

PG 2
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PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	.00	.00	9,226.00
03	.00	.00	9,226.00
04	.00	.00	9,226.00
05	.00	.00	9,226.00
06	2,623.16	61,894.20	9,226.00
07	.00	-2,623.16	9,226.00
08	519.20	407.16	9,226.00
09	407.16	-519.20	9,226.00
10	4,746.58	-407.16	9,226.00
11	86.78	-4,746.58	9,226.00
12	3,492.53	-86.78	9,226.00
13	.00	-53,918.48	9,226.00
Tot:	11,875.41	.00	110,712.00

		PRIOR YEARS TOTAL AMOUNTS		
2011 Actual	11,875.41	2011 Orig Budget		110,712.00
2011 Closed @ YE	11,875.41	2011 Bud Tfr In		.00
2011 Encumbrance	.00	2011 Bud Tfr Out		.00
2011 Memo Bal	11,875.41	2011 C Fwd Budget		.00
2010 Actual	24,483.65	2011 Revsd Budget		110,712.00
2009 Actual	.00			
2008 Actual	.00	2010 Orig Budget		110,712.00
2007 Actual	.00	2010 Revsd Budget		101,824.00
2006 Actual	.00	2009 Orig Budget		.00
2005 Actual	.00	2009 Revsd Budget		.00
2004 Actual	.00			
2003 Actual	.00	2011		0.00
2002 Actual	.00	2010		0.00
		2009		0.00

		FUTURE YEAR AMOUNTS		
PER	2013 BUDGET			BUDGET
00	.00	2013 DEPARTMENT		.00
01	.00	2013 BOE		.00
02	.00	2013 OPM		.00
03	.00	2013 MAYOR		.00
04	.00	2013 COUNCIL		.00
05	.00	2013 Revised		.00
06	.00	2014 Estimate		.00
07	.00	2015 Estimate		.00
08	.00	2016 Estimate		.00
09	.00	2017 Estimate		.00
10	.00			.00
11	.00	2013 Memo Bal		.00
12	.00	2013 Encumbrance		.00
13	.00	2013 Requisition		.00
Tot:	.00			

ACCOUNT NOTES

** END OF REPORT - Generated by Anaeto, Mark **

02/02/2012 10:57
mark.anaeto

CITY OF BRIDGEPORT
G/L ACCOUNT - MASTER INQUIRY

PG 1
glactinq

Org code: 01070000 CIVIL SERVICE Type: E
 Object code: 56165 MANAGEMENT SERVICES Status: A
 Project code: *UNKNOWN* Budgetary: Y

Fund 01 GENERAL FUND
 FUNCTION 01 GENERAL GOVERNMENT
 AGENCY 008 CIVIL SERVICE
 DEPARTMENT 070 CIVIL SERVICE
 LOCATION 000 NO LOCATION
 56165 MANAGEMENT SERVICES
 Project *UNKNOWN*

Full description: MANAGEMENT SERVICES Short desc: MNGMNT SRV
 Reference Acct: Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	6,495.25
02	.00	.00	.00	6,495.25
03	60.00	.00	.00	6,495.25
04	.00	.00	.00	6,495.25
05	8,750.00	30,562.73	.00	6,495.25
06	32,066.57	-30,562.73	.00	6,495.25
07	.00	.00	.00	6,495.25
08	.00	.00	.00	6,495.25
09	.00	.00	.00	6,495.25
10	.00	.00	.00	6,495.25
11	.00	.00	.00	6,495.25
12	.00	.00	.00	6,495.25
13	.00	.00	.00	6,495.25
Tot:	40,876.57	.00	.00	77,943.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	48,601.57	Original Budget	77,943.00
Encumbrances	6,652.04	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	55,253.61	Carry Fwd Budget	.00
Available Budget	22,689.39	Carry Fwd Bud Tfr	.00
Percent Used	70.89	Revised Budget	77,943.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	155,886.25
Actual-Last Yr	.00	BOE	77,943.00
Estim-Actual	77,943.00	OPM	77,943.00
	.00	MAYOR	77,943.00
		COUNCIL	77,943.00

02/02/2012 10:57
 mark.anaeto

CITY OF BRIDGEPORT
 G/L ACCOUNT - MASTER INQUIRY

PG 2
 glactinq

PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	.00
02	565.00	565.00	12,990.53
03	21,760.00	21,690.00	12,990.52
04	5,461.19	-10,709.19	12,990.52
05	5,327.70	-4,695.00	12,990.52
06	6,164.83	4,886.00	12,990.52
07	.00	-6,164.83	12,990.52
08	6,725.00	16,504.00	12,990.52
09	5,779.00	7,774.95	12,990.52
10	19,234.95	4,721.00	12,990.52
11	25,870.00	-4,029.95	12,990.52
12	49,798.64	3,851.00	12,990.52
13	.00	-34,392.98	12,990.52
Tot:	146,686.31	.00	155,886.25

----- PRIOR YEARS TOTAL AMOUNTS -----	
2011 Actual	146,686.31
2011 Closed @ YE	146,686.31
2011 Encumbrance	.00
2011 Memo Bal	146,686.31
2010 Actual	104,910.09
2009 Actual	.00
2008 Actual	.00
2007 Actual	.00
2006 Actual	.00
2005 Actual	.00
2004 Actual	.00
2003 Actual	.00
2002 Actual	.00
2011 Orig Budget	155,886.25
2011 Bud Tfr In	.00
2011 Bud Tfr Out	.00
2011 C Fwd Budget	.00
2011 Revsd Budget	155,886.25
2010 Orig Budget	197,410.00
2010 Revsd Budget	150,441.87
2009 Orig Budget	.00
2009 Revsd Budget	.00
2011	0.00
2010	0.00
2009	0.00

----- FUTURE YEAR AMOUNTS -----		
PER	2013 BUDGET	BUDGET
00	.00	.00
01	.00	.00
02	.00	.00
03	.00	.00
04	.00	.00
05	.00	.00
06	.00	.00
07	.00	.00
08	.00	.00
09	.00	.00
10	.00	.00
11	.00	.00
12	.00	.00
13	.00	.00
Tot:	.00	.00

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Anaeto, Mark **



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH
Mayor

MEMORANDUM

COMM. #40-11 Referred to Miscellaneous Matters Committee
on 2/6/2012

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: January 12, 2012

RE: Boards & Commissions

Please place the following name on the February 6, 2012 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Stratfield Historic District:

Michael Jeffrey Smith (D)
65 Brooklawn Place
Bridgeport, CT 06604

This will replace the seat held by Florisca Carter. Mr. Smith's term will expire on December 31, 2015.

BF/lac

RECEIVED
CITY CLERK
2012 JAN 20 P 2:02



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH

Mayor

MEMORANDUM

COMM. #41-11 Referred to Miscellaneous Matters Committee on
2/6/2012

TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: January 12, 2012

RE: Boards & Commissions

Please place the following name on the February 6, 2012 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Planning & Zoning Commission:

Robert J. Filotei (R)
155 Brewster Street, Apt. 5C
Bridgeport, CT 06605

This will replace a vacancy. The term will expire on December 31, 2014.

BF/lac

RECEIVED
CITY CLERK'S OFFICE
2012 JAN 20 P 2:02
ATTEST
CITY CLERK



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

ANNE KELLY-LENZ
Tax Collector

BILL FINCH
Mayor

COMM. #42-11 Referred to Miscellaneous Matters Committee
on 2/6/2012

Jan 19th 2012

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

From: Anne Kelly-Lenz *AKL*
Tax Collector

Re: STATE REIMBURSEMENT OF LOW AND MODERATE INCOME HOUSING TAX

In accordance with the Connecticut General Statutes Public Act Number 522, Section 8-215, I ask permission to abate a portion of the taxes for the following projects of "Housing for Low or Moderate Income Persons" for the Grand List of 2010:

Bridgeport Rotary Club Housing Corp. 285 Maplewood Avenue, Block 1116, Lot 40	\$140,716.86
Cedar-Park, Inc. 151 Cedar Street, Block 844, Lot 2A	33,556.86
First Baptist Housing 115 Washington Avenue, Block 1058, Lot 15A	168,722.52
Seaview Gardens, Inc. 890 Seaview Avenue, Block 0601, Lot 04B	31,189.14
Union Village, Inc. 141 Union Avenue, Block 0626, Lot 08A	49,358.54
Unity Heights Co-Operative 200-436 Lyon Terrace, Block 0903, lot 01X	94,117.24
Total Reimbursement	<u>\$517,661.16</u>

RECEIVED
TAX COLLECTOR'S OFFICE
2012 JAN 23 P 1:08

The amount to be abated would be identical to the amount actually reimbursed to the City from the State Of Connecticut. The remainder of the taxes due on each property would then be billed to the Tax Payer.

cc: Dawn Norton, Interim Director of Finance



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

ANNE KELLY-LENZ
Tax Collector

BILL FINCH
Mayor

COMM. #43-11 Referred to Miscellaneous Matters Committee on
2/6/2012

DATE: Jan 19th 2012
TO: Committee on Miscellaneous Matters
FROM: Anne Kelly-Lenz *AKL*
SUBJECT: Refund of Excess Payments

I hereby request tax refunds for the accounts detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund requested.....

RECEIVED
CITY OF BRIDGEPORT
OFFICE
2012 JAN 23 P 1:09

PPTS Lockbox
PO Box 5822
NY NY 10087-5822

Overpayment for lien company

Refund due: **\$13,183.10**

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

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



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

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

COMM. #44-11 Referred to Miscellaneous Matters Committee
on 2/6/2012

January 23, 2012

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

RECEIVED
CITY ATTORNEY'S OFFICE
2012 JAN 24 AM 11:14

Re: Proposed Settlement of Pending Litigation in the Matter of Sheiman v. COB

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending lawsuit be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Ronald Sheiman	Slip & Fall	Harold Rosnick, Esq.	\$77,500.00

Kindly place this matter on the agenda for the City Council meeting on February 6, 2012 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,


Mark T. Anastasi
City Attorney

Cc: Bill Finch, Mayor
Fleeta C. Hudson, City Clerk



CITY OF BRIDGEPORT
SIKORSKY
MEMORIAL AIRPORT



MAIN TERMINAL / 1000 GREAT MEADOW ROAD / STRATFORD, CT 06615
TELEPHONE (203) 576-8163 / FACSIMILE (203) 576-8166

COMM. #45-11 Referred to Contracts Committee on 02/06/2012

MEMO

TO: Fleeta Hudson, City Clerk
FROM: John K. Ricci, Airport Manager
DATE: January 31, 2012

Please place the attached Lease between the City of Bridgeport and United States of America/FAA before the City Council and all appropriate Committee's and Commissioner's for approval to authorize the Mayor to sign on behalf of the City.

If you have any question, please contact me.

JKR:n

attachments

RECEIVED
CITY CLERK'S OFFICE
2012 FEB -1 A 9:22
CITY CLERK

~~RECEIVED
CITY CLERK'S OFFICE
2012 JAN 30 A 8:25
CITY CLERK~~

UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MASSACHUSETTS

LEASE NO: DTFAEN-11-L-00095
FACILITY: ATCT/AFS – IGORE I. SIKORSKY MEMORIAL AIRPORT,
LOCATION: STRATFORD, CT 06497

LEASE BETWEEN

THE CITY OF BRIDGEPORT
AND
THE UNITED STATES OF AMERICA

Section 1 – Space Lease

1. **THIS LEASE (9/98)**, entered into by and between **THE CITY OF BRIDGEPORT**, whose address is, Sikorsky Memorial Airport Main Terminal, Great Meadow Road, Stratford, Ct 06615, whose interest in the property hereinafter described is that of **Owner**, hereby referred to as **LESSOR**, and the United States of America, hereinafter referred to as the **GOVERNMENT OR FAA**:

WITNESSETH: The Parties hereto for consideration hereinafter mentioned, covenant and agree as follows:

2. **DESCRIPTION** - The Lessor hereby leases to the **Government** the following described premises: A total of approximately 3,279± usable/occupyable square feet of space located in the Air Traffic Control Tower Building, Igor I. Sikorsky Memorial Airport, Stratford, CT as further described in "Exhibit A" attached hereto.

3. **TERM - TO HAVE AND TO HOLD**, said premises with their appurtenances for 5-YR term commencing retroactively to **October 1, 2010**, "The Commencement date" (subject to Supplement No.1 for temporary Lease extension and payment to March 31, 2012), through **September 30, 2015** inclusive, PROVIDED, adequate appropriations are available from year to year for payment of rentals, subject to termination and renewal rights as may be hereinafter set forth.

The Government shall notify the Lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise option(s) (if any), or of its intent to vacate the premises at the end of lease term. Any extension exercised by Government pursuant to this clause shall be in writing, sent via certified mail and subject to availability of adequate appropriations from year to year for payment pay of rent.

This lease supersedes and replaces lease number DTFANE-06-L-00025 in its entirety, which expired by limitation September 30, 2010

3a. **Option(s) - Term Extensions** - The lease may, at the option of the Government, be extended beyond **September 30, 2015**, renewed for one **5-year term** from (Oct. 1, 2015 – Sept. 30, 2020) at the rental rate established in Clause 5, upon the terms and conditions herein specified, and set by limitation that no term extension shall exceed beyond **September 30, 2020**. The Government shall notify the Lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to availability of adequate appropriations from year to year for the payment of rentals.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

Pg. 1

3b. **Day to Day Extension (8/02)**, - The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; which-ever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by end of the month has been fully paid.

4. **Cancellation /Termination** -The GOVERNMENT may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines it is in the best interest of the Government, by giving at least 30 days/ one (1) month(s) notice in writing to Lessor via certified mail. No rental shall accrue after effective date of termination. Said notice computed commencing with day after date of mailing.

5. **RENTAL** – Flat Rent in the amount of **Fifty Two Thousand, Sixty-Eight dollars and 00 Cents, (\$ 52,068.00) per annum will be payable to Lessor, monthly (in arrears) in the amount of Four Thousand, Three Hundred Thirty-Nine Dollars, and 00 Cents (\$ 4,339.00) per month and will be due on the first workday of each, successive month, without the submission of invoices or vouchers. Subject to available appropriations, Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than 30-days shall be prorated. Note, via Supplement No.1 for temporary Lease extension and payment, forgoing Rent has been in effect and paid retroactively (10-1-11 to 3-31-12) to thereon continued payment by this lease. Rent payments will be made via Electronic Funds Transfer (EFT) payable to:**

Sikorsky Memorial Airport,
Main Terminal, Great Meadow Road
Stratford, CT 06497

5a. The Flat annual rent payment stated in Article 5 herein, is based on a annual modified gross rental rate with flat level monthly payments, that provide for the Premises (leased space & parking spaces adjacent to the premises) identified in Article 2, and which include all building utilities plus tenant lights and plugs in Article 6, but excludes janitorial services. The foregoing **flat level rental rate eliminates the need for CPI or annual rent adjustments.**

6. **SERVICES AND UTILITIES** (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

Services, utilities, and maintenance will be provided - to FAA standards of Lease Attachment-A attached hereto and made part hereof - 24 hours per day 7days per week including Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT: Lessor shall provide adequate heat during cold heating season, so that thermostats can and shall be set to maintain temperatures of 68-72° Fahrenheit

HVAC 68 to 72 DEG. F: Lessor shall provide adequate air conditioning seasonally on 24-hour day, seven-day-week basis to maintain temperatures between 68 and 72 degrees Fahrenheit during the cooling cycle - to levels generally acceptable industry standards for office space areas (see Att-A, pg 2 Clause A4 HVAC).

ELECTRICITY: : Lessor Shall Provide All Electrical Charges

INITIAL & REPLACEMENT Lights/LAMPS, TUBES, & BALLASTS: By Lessor

2.6.8 Standard Space Lease Form

April 2010

3b. **Day to Day Extension (8/02)** - The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; which-ever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by end of the month has been fully paid.

4. **Cancellation /Termination** -The GOVERNMENT may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines it is in the best interest of the Government, by giving at least 30 days/ one (1) month(s) notice in writing to Lessor via certified mail. No rental shall accrue after effective date of termination. Said notice computed commencing with day after date of mailing.

5. RENTAL – Flat Rent in the amount of **Fifty Two Thousand, Sixty-Eight dollars and 00 Cents, (\$ 52,068.00) per annum will be payable to Lessor, monthly (in arrears) in the amount of Four Thousand, Three Hundred Thirty-Nine Dollars, and 00 Cents (\$ 4,339.00) per month and will be due on the first workday of each, successive month, without the submission of invoices or vouchers. Subject to available appropriations, Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than 30-days shall be prorated. Rent payments will be made via Electronic Funds Transfer (EFT) payable to:**

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INITIAL & REPLACEMENT Lights/LAMPS, TUBES, & BALLASTS: By Lessor

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTEAEN-11-L-00095

Pg. 2

CHILLED DRINKING WATER: Portable chilled water via electric water fountains adjacent or close to leased premises.

TOILET FACILITIES & SUPPLIES: shall be available and adequately supplied with toilet tissue, soap, towels, and hot and cold water, and maintained in a clean and sanitary condition.

DIRECTORY BOARD: Services provided as required.

TRASH REMOVAL: - Included in Janitorial services i.e., - Daily trash removal/maintenance services

SECURITY: Lessor shall provide sufficient security to prevent illegal/unauthorized entry and loitering.

JANITORIAL SERVICE: -N/A Contracted Separately by Government

PARKING: The Lessor shall provide 12 parking spaces adjacent to the leased premises for Government vehicles and privately owned vehicles of the Government's employees.

GROUND MAINTENANCE & SNOW REMOVAL: Lessor shall provide maintenance & snow removal (insure access to Control Tower Building and automobile parking lots adjacent thereto) in common with others

Pest Control & Extermination: Lessor shall exterminate and control pests -See Exhibit-A, pg4 Clause B2

WINDOW WASHING: Frequency washed twice yearly.

PAINTING: Once every 5 years .

CARPET CLEANING: Completed twice per year.

CARPET REPLACEMENT: Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

- 1) Backing or underlayment is exposed.
- 2) There are noticeable variations in surface color or texture.

Section 2 - GENERAL CLAUSES:

7. **Rent Free Space** – The FAA reserves the right to renegotiate the rental rate to reflect no-cost space if the Appropriation Language Section 349 (FAA FY 2001 Appropriations Act) is repealed during the term of the lease and the FAA rent-free guidance is re-implemented. In that event, the lessor would be required to provide rent-free space for the fiscal year that Section 349 was repealed (or that a rent-free provision was enacted) and the remaining years of the lease, and in subsequent leases. **It is agreed and understood that the FAA will provide a six month written notice to Lessor before the lease can go into a rent-free status.**

7A. **INSPECTION (10/96)** - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

7C. **MAINTENANCE OF THE PREMISES (10/96)** - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

Pg. 3

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

7Ha. ACCEPTANCE OF SPACE (8/02) - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within 60 days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the GOV. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

7Hb. CONTRACTING OFFICER'S REPRESENTATIVE -The Manager, SMO -Boston, MA, telephone number (603) 881-1400 or (617) 455-3010, is hereby appointed as the Contracting Officer's Representative for this lease as written. In this capacity he/she will insure to the Government that all terms, conditions, and services as written shall be satisfactorily rendered by the Lessor. **However, such representative has no authority to revoke, alter, change, or waive any contract terms and/or conditions without written authority from the Real Estate Contracting Officer, 781-238-7668, Logistics Div., ASO-53-BOSTON FAA New England Region, Burlington, MA**

7Hc. PRIOR NOTIFICATION(8/02) -A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTF AEN-11-L-00095

Pg. 4

7Ia. ALTERATIONS - The Government shall have, with the approval of the Lessor, the right during the existence of this Lease to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures shall be and remain the property of the Government, and may be removed by Government prior to expiration/termination of this lease.

The Lessor may, upon not less than 30 days written notice to the Government before termination of the Lease, require restoration of the leased premises. In this event, prior to the expiration or termination of this Lease, or prior to relinquishment of possession, whichever first occurs, the Government shall, at its sole option, either:

- (i) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this leases or any preceding lease, less reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Government has no control excepted, or
- (ii) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement effecting such agreement.
- (iii) The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the Government.
- (iv) In the event that the Government has to pay for restoration, such payments will not entail expenditures which exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.
- (vi) Nothing in the contract may be considered as implying that congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

7I.b. STRUCTURAL ALTERATIONS - required to meet Government operations, excluding painting, carpet replacement, and similar aesthetic maintenance, shall be submitted to the Lessor by the Contracting Officer requesting an estimate of the cost for the performance thereof. Upon acceptance of the associated cost, the Contracting Officer shall issue a Notice to Proceed. Payment in full for these services shall be made upon receipt of an invoice from the Lessor. At its option, the Government may contract for or perform items of maintenance and structural alteration as it deems necessary, with Lessor's prior approval, which approval will not be unreasonably withheld.

7I.c. INSTALLATION OF ANTENNAS, CABLE & OTHER EQUIPMENT - The Government shall have the right to install and maintain radio antenna poles and antennas, remote receiver and transmitter facility housings, weather instruments, ceiling lights, cables and appurtenances on the property - at such locations /in such a manner- as to be mutually agreeable to the Government and Lessor.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

7K. CHANGES (8/02) – (1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following: Work or services; Facilities or space layout; or Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following: An equitable adjustment in the rental rate; A lump sum equitable adjustment; or An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

7O1. CONTRACT DISPUTES (11/03) (a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

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7O2. PROTEST (11/03) - Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

Protests shall be in writing and shall be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

A protest is considered to be filed on the date it is received by the ODRA and shall be filed:
1 Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or 2 If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing. The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

7Q1. PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT). See Article 10. herein & Exhibit - B

7Q2 7Q3 7Q4 - N/A

7Q5 -CONTRACTOR PAYMENT INFORMATION- NON-CCR (OCT-06) See Article 10 & Exhibit-B

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

7S. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee.

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The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) – N/A The GOVERNMENT'S Contracting Officer has determined that seismically conforming premises are not available for the -lease space herein; and as such, Lessor is hereby exempt from requirements of Articles 7AA and 7BB.

7CC. LABOR STANDARDS (6/09) – By signing this lease, the Lessor certifies to the Real Estate Contracting Officer (RECO) that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics.

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Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

8. IV. SECTION – E, FACILITY SECURITY REQUIREMENTS (4/09)

E1 - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for said Lease agreement /premises.

Contact your local Servicing Security Element (SSE) at **ANE-753B, 12 New England Executive Park, Burlington, MA 01803, 781-238-7701** for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the Lease premises and covered under the lease

E2- Contractor Personnel Suitability Requirements (4/09)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Position Risk Level: LOW RISK – BACKGROUND INVESTIGATION REQUIRED

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government

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conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600 77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

Name;

Date and place of birth (city and state); Social Security Number (SSN)

Position and office location;

Contract number;

Current e-mail address and telephone number (personal or work); and

Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;

- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the QIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside QIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Federal Aviation Administration, Joint Security and Hazardous Materials Safety Office, East, 12 New England Executive Park, Burlington MA 01803, Attn: Lynne A. Flynn, ANE-753B, (781)238-7701

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

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- (f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.
- (g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.
- (h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.
- (i) The contractor and/or subcontractor(s) must contact **the Servicing Security Elements, Joint Security and Hazardous Materials Safety Office, East (781)238-7701** within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.
- (j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.
- (k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
- (l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
- (m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.
-

Section III - Closing

9. This lease incorporates the following clauses in Attachment -A, which are hereby attached and made a part hereof:

- | | | |
|----------------------------------|---|-------------|
| a. General Building Requirements | - | Exhibit-A-2 |
| b. Fire and Safety Requirements | - | Exhibit-A-3 |
| c. OSHA Requirements | - | Exhibit-A-3 |
| d. Radon | - | Exhibit-A-3 |
| e. Indoor Air Quality | - | Exhibit-A-3 |
| f. Warranty of Space | - | Exhibit-A-4 |

10. **Electronic Funds Transfer (EFT) Payment Requirements (Revised)**, - EFT Requirements are revised and set forth in attached specifications identified as Exhibit - "C", and by reference is incorporated herein and made a part hereof. Exhibit -"C" supersedes the following, which is given as brief summary:

The Central Contractor Registration system is the FAA's required method to receive vendor information. However **you have been granted an exception to CCR** (via Article 7Q5 a & b of Exhibit- 'C') and therefore must provide your initial EFT payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

Payments made by the Government under this contract will be by electronic funds transfer (EFT). At the option of the Government payments may be made by check or other means. When payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this contract until after receipt, by the Contracting Officer of the correct EFT payment information. However, in the event the Lessor certifies in writing to the Contracting Officer that the Lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the Lessor shall provide the information required to make contract payment by EFT, directly to the Government payment office named in this contract. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the Lessor shall be responsible for providing the changed information to the designated payment office. The Lessor shall pay all fees and charges for receipt and processing of EFT(s).

The Government will make payments by EFT through an Automated Clearing House (ACH) however; the Federal Reserve Wire Transfer System may be used at the Government's option. The attached form "Lessor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. The Lessor agrees the Lessor's bank or financial agent may notify the Government of a change to the routing transit number, Lessor account number, or account type. (See Attached Form, "Lessor/Miscellaneous Payment Information Form").

10A. **HOLD HARMLESS** - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended, 28USC 2671 et. seq. (the "Act"), the Government will be liable for any accident, injury, loss, damage or death to persons or property on or outside the Premises, where such accident, injury, loss, damage or death is caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his or her employment under circumstances where a private person would be liable in accordance with the law of the place where the act or

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omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

To the fullest extent permitted by the law, the Government agrees to use and occupy the Premises at the Government's sole risk, and the Lessor shall have no responsibility or liability for any loss of or damage to furnishings, fixtures, equipment or other personal property of the Government, or of those claiming by, through or under the Government, unless such loss or damage is caused by or due to the negligent act, omission or misconduct of the Lessor, its agents, servants or employees.

10B. QUIET ENJOYMENT (10/96)- The Lessor warrants that they have good and valid title to the Premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said Premises against third party claims.

10C UNAUTHORIZED NEGOTIATING (10/96) – In no event shall Lessor enter into negotiations concerning the space leased or to be leased with anyone other than the real estate contracting officer

10D. NOTICES (10/96) - All notices/correspondence shall be in writing, reference the Agreement number, and addressed as follows:

Lessor:

**City Of Bridgeport
Sikorsky Memorial Airport
Main Terminal, Great Meadow Road
Stratford, CT 06615**

Government:

**Federal Aviation Administration
New England Region, ASO- 53- Boston
12 New England Executive Park
Burlington, MA 01803
Attn: Real Estate Contracting Officer**

11. ATTACHMENTS (8/02) -

See attachments - Attachment - A, which is attached hereto and made part hereof.

IN WITNESS WHEREOF, the parties hereto have signed their names:

CITY OF BRIDGEPORT

THE UNITED STATES OF AMERICA

BY: _____

BY: _____

Richard D. Gamache

TITLE: _____

TITLE: **Realty Contracting Officer**

DATE: _____

DATE: _____

I, _____, certify that I am the _____ of the

(State, County, Municipality or other Public Authority)

named in the foregoing agreement; that _____ who signed

Lease No. DTFAEN-11-L-00095 on behalf of _____ was then

_____ of said _____ that said agreement was

duly signed for in behalf of said _____ by authority of its governing body and is within the scope of its powers.

(Signature)

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) ss: Burlington

Personally appeared for the Second Party, Richard D. Gamache, as Realty Contracting Officer, personally known to me Signed and Sealed the foregoing instrument and acknowledged same, to be the free act and deed of the Federal Aviation Administration before me.

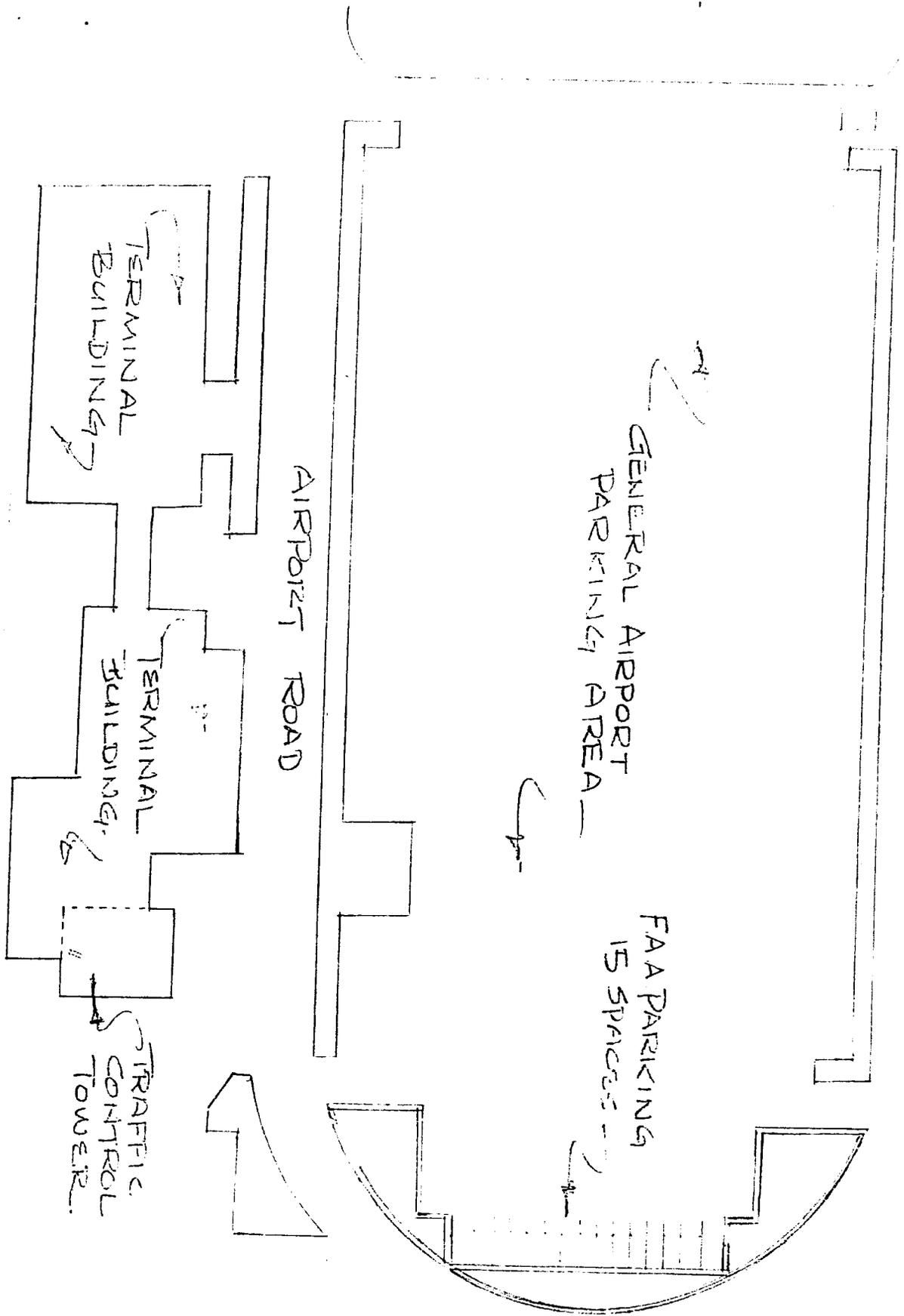
My Commission Expires:

NOTARY PUBLIC

EXHIBIT "A" SCHEDULE OF SPACE

EXHIBIT A

ROOM	SPACE DESIGNATION	SQUARE FEET
102	STORAGE ROOM	181
105	TELCO	183
201	TRAINING ROOM	352
204	OPERATIONS CHIEF AND SECRETARY	295
205	OPERATIONS STORAGE	69
301	RADIO EQUIPMENT AND MAINTENANCE	725
304	MAINTENANCE STORAGE	43
401-A	RECORDER	220
501	TOWER CAB	370
	STAIRWELLS, LAVATORY FACILITIES, SWAB CLOSETS	<u>841</u>
	TOTAL-----	3,279



FAA ATTACHMENT A –1 SECTION-A GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A2-Doors (10-96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cord and least 32 by 80 inches with a minimum opening of 32 inches and of sturdy construction. Fire doors shall conform with NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with American Concrete Institute standards, 2) non-slip, 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per sf for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by registered professional engineer may be required by the Contracting Officer. (8/02)

A4-HVAC (10/96)

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. See ASHRAE stds ANSI/ANSI/ASHRAE 62-1999.

A5-Lighting (10/96)

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit/access routes, exit stairways, or other routes/passageways to the outside.

A6-Painting (8/02)

Prior to occupancy all surfaces must be newly painted with non-lead base paints paint in colors acceptable to the FAA. All surfaces must be repainted after working hours at lessor's expense at least every five years. This includes moving and returning the furniture. Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

A7-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide reserved off-street parking spaces located adjacent to Leased space. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal (See Article No.6).

A8-Restrooms and Drinking Fountains (10/96)

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled drinking fountain on each floor where the FAA leases space.

A9-Windows and Floor Covering (8/02)

All exterior windows shall be equipped with **window coverings**. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the contracting officer however, prior to occupancy all carpeting and draperies shall be cleaned. At no additional cost to the FAA, the Lessor shall replace carpeting at least every 8 years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed
- There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture.

EXHIBIT – A Page 2

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

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III. SECTION-C – SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02) - All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers shall be provided, inspected, & maintained by lessor in accordance with NFPA Standard No. 10.

C2-Halon (8/02) - Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02) - The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces

A4-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

C4-OSHA Requirements (10/96)

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) Safety /Health standards (29 CFR 1910 and 1926).

C5-Radon (10/96)

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for homes of 4 picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the Lessor shall develop and promptly implement a plan of corrective action.

EXHIBIT – A Page 3

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

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C6-Refrigerants (8/02):

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by the lease. The lease should provide for use of refrigerants consistent with EPA & ASHRAE requirements

B2-Pest Control (8/02)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours and when the system is in operation.

C7-Warranty Of Space (8/02)

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, Lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building. (8/02)

WARRANTY OF SPACE - EXHIBIT - A Page 4

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

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EXHIBIT-B

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (10/06):

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

- a. Accept payment by check or
- b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) *Contractor's EFT information.* The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of improper invoice and delays in accrued interest penalties apply.

(e) *Liability for incomplete or erroneous transfers.*

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and, (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) *EFT and payment terms.* A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) *EFT and Change of Name or Ownership Changes.* If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

Q2 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06) (Note: Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06))

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

- (1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.
- (2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property; the offerors DUNS or DUNS+4 number that identifies the offerors name/address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;- Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, is considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information- Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

Q3 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

Q4 CERTIFICATION OF REGISTRATION - CENTRAL CONTRACTOR REGISTRATION (CCR) (10/06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____ / _____
Signature of Offeror /Date

Q5 - CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

BILL FINCH
Mayor

Comm. #46-11 Referred to ECD&E Committee on 2/6/2012
(Ref. #124-04)

Donald C. Eversley
Director

January 25, 2012

The Honorable City Council
C/o City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604

RE: Mercy Learning Center Sub - Lease for DOT I-95 Rights of Way

Dear Honorable Body:

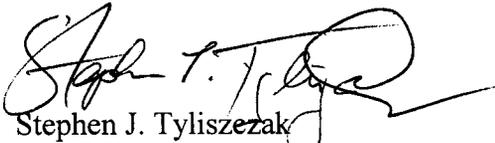
The State of Connecticut Department of Transportation is leasing certain Rights of Way properties underneath I-95 at Park Ave to the City of Bridgeport.

Senate Bill No. 501 of the June 2010 Special Session of the Connecticut State Legislature was adopted as Public Act No. 10-1 which directed the City of Bridgeport to enter into a Sub Lease with the Mercy learning Center for a portion of the property known as Parcel 2 for the purpose of public parking as indicated on the map attached.

The City Council adopted Resolution 124-04 on June 6, 2005 which requires that any Sub Lease for DOT ROW property is required to receive final approval from the City Council.

In keeping with the City and State Agreements and Resolutions, OPED has hereto attached a copy of Public Act No. 10-1 and Resolution authorizing Mayor Finch to execute a Sub Lease agreement between the City of Bridgeport and the Mercy Learning Center for your review and action.

Sincerely,


Stephen J. Tylistezak
Senior Economic Development Associate

Cc: Donald Eversley
Charles Carroll

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2012 JUN 30 A 11:02
DIRECTOR'S OFFICE

File name: c:/oped/sjt/CTDOT/Mercy Sub Lease / resolution to council 1.25.12

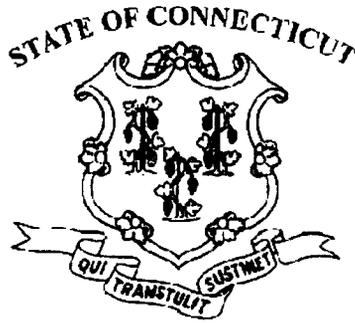
A Resolution
For
The Sub Lease of Connecticut Department of Transportation Property
To
The Mercy Learning Center

Whereas, the State of Connecticut Department of Transportation is leasing certain Rights of Way properties underneath I-95 at Park Ave the City of Bridgeport; and

Whereas, Senate Bill No. 501 of the June 2010 Special Session of the Connecticut State Legislature was adopted as Public Act No. 10-1 which directed the City of Bridgeport to enter into a Sub Lease with the Mercy learning Center for a portion of the property known as Parcel 2 (Lot 2) for the purpose of public parking; and

Whereas, the City Council adopted Resolution 124-04 on June 6, 2005 which requires that any Sub Lease for DOT ROW property is required to receive final approval from the City Council; Now Therefore Be it

Resolved, that the Mayor is authorized to sublease to the Mercy Learning Center said property on terms and conditions acceptable to the City for the purpose of neighborhood parking; And that the Mercy Learning Center will be required to maintain the property as a DOT Rights of Way in conformance with state regulations; And that the Mayor is authorized to take such actions, make such applications, sign and or enter into such agreements to lease said properties as deemed necessary.



Senate Bill No. 501

June Special Session, Public Act No. 10-1

AN ACT CONCERNING THE REAL ESTATE CONVEYANCE TAX, THE CONVEYANCE OF CERTAIN PARCELS OF STATE LAND, ADJUSTMENTS TO CERTAIN PROGRAMS IMPLEMENTED THROUGH THE DEPARTMENT OF SOCIAL SERVICES, A REPORT ON TAX CREDITS, JUVENILE JUSTICE, ABSENTEE VOTING BY MEMBERS OF THE MILITARY, REVISIONS TO VARIOUS TASK FORCES, COMMISSIONS AND COUNCILS, AND AMENDMENTS AND MINOR AND TECHNICAL CHANGES TO CERTAIN SPECIAL AND PUBLIC ACTS OF THE 2010 REGULAR SESSION.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Sec. 10. (Effective from passage)

(a) Notwithstanding any provision of the general statutes, the Commissioner of Transportation shall lease to the city of Bridgeport a parcel of land in the city of Bridgeport at a cost equal to the administrative costs of entering into such lease, for a term of five years with two options to renew for additional five-year periods. Said parcel of land has a total area of approximately 1.25 acres and is identified as Lot 2 on a map entitled "Lease sketch TOWN OF BRIDGEPORT sketch showing land leased to CITY OF BRIDGEPORT by the STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION BENEATH I-95 FROM PARK AVENUE WEST TO RAILROAD AVENUE". The lease shall be subject to the approval of the State Properties Review Board, the Office of Policy and Management and the Attorney General.

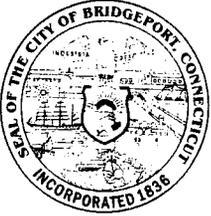
(b) The city of Bridgeport shall use said parcel of land for public parking purposes and may sublease all or a portion of the property to the Mercy Learning Center for parking purposes at no cost to the Mercy Learning Center. If the city of Bridgeport: (1) Does not use said parcel for said purpose; or (2) Subleases all or any portion of said parcel to an entity other than the Mercy Learning Center, the lease shall be terminated and the leased parcels shall revert to the state of Connecticut.

(c) The State Properties Review Board shall complete its review of the lease of said parcel of land not later than thirty days after it receives a proposed agreement from the Department of Transportation. The land shall remain under the care and control of said department until a lease is entered in accordance with the provisions of this section. The Commissioner of Transportation shall have the sole responsibility for all other incidents of such lease.

(d) In the event that said parcel of land is needed by the Department of Transportation for transportation needs, the Department of Transportation shall provide thirty days' written notice to the city of Bridgeport. After such thirty-day period, any lease described in subsection (a) of this section shall be terminated.

June Sp. Sess., Public Act No. 10-1

11 of 88



BILL FINCH
Mayor

CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone (203) 576-7251 Fax (203) 576-7067

DAWN NORTON
Interim Finance
Director

Comm. #47-11 Ref'd to Budget & Appropriations Committee on 02/06/2012.

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Dawn Norton, Interim Finance Director

Date: February 1, 2012

Re: **APPROVAL OF GENERAL OBLIGATION BONDS –
To Refund Certain General Obligation Bonds**

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

Encs.
DN/gc

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2012 FEB - 1 A 10:44
CITY CLERK

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO. _____

**APPROVAL OF GENERAL OBLIGATION BONDS -
To Refund Certain General Obligation Bonds**

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$90,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's \$58,450,000 General Obligation Bonds, 2001 Series C (Tax-Exempt), the City's \$75,415,000 General Obligation Refunding Bonds, 2002 Series A, the City's \$28,630,000 General Obligation Bonds, 2003 Series A (Tax-Exempt), the City's \$26,880,000 General Obligation Bonds, 2004 Series A (Tax-Exempt), the City's \$59,210,000 General Obligation Bonds, 2006 Series B (Tax-Exempt), the City's \$48,380,000 General Obligation Bonds, 2007 Series A (Tax-Exempt), and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of

such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, escrow fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

BE IT FURTHER RESOLVED, that the City Council, if the Officials deem it necessary, desirable or appropriate, appropriates and pledges for each year that the Refunding Bonds are outstanding, for the payment of the Refunding Bonds, all grant payments received by the City securing any and all of the Prior Bonds, and the City Council hereby authorizes the Officials to determine the terms and conditions of such pledge of security for the Refunding Bonds and whether or not, in fact, the City should grant such security, and the Officials are further authorized to take all such actions and execute all such documents to implement such security, all in such manner as such Officials shall determine to be in the best interest of the City; and

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

necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Refunding Bonds or which are contemplated by law; and

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

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit

enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Refunding Bonds; and

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

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to call irrevocably for redemption such of the callable maturities of the Prior Bonds, as they shall determine to refund from the proceeds of the Refunding Bonds and other moneys as they may determine to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The Officials are hereby authorized, on behalf of the City, to make representations or agreements for the benefit of the holders of the Refunding Bonds which are necessary or appropriate to ensure the exemption of interest on the Refunding Bonds from taxation under the Internal Revenue Code of 1986, as amended; their respective approvals to be conclusively evidenced by their signatures on any such agreements or representations relating thereto; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

BE IT FURTHER RESOLVED, that the Refunding Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Refunding Bonds may be by facsimiles of such signatures printed on the Refunding Bonds, and each of such Officers is authorized to execute and deliver, on behalf of the City, all agreements, instruments and documents including, but not limited to a bond purchase agreement with the underwriter and an engagement letter with a financial advisor, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone (203) 576-7251 Fax (203) 576-7067

DAWN NORTON
Interim Finance
Director

BILL FINCH
Mayor

Comm. #48-11 Ref'd to Budget & Appropriations Committee on 02/06/2012.

MEMORANDUM

To: Fleeta Hudson, City Clerk

From: Dawn Norton, Interim Finance Director

Date: February 1, 2012

Re: **APPROVAL OF TAX ANTICIPATION NOTES**
To Pay Current Expenses and Obligations of the City



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

Encs.
DN/gc

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

**APPROVAL OF TAX ANTICIPATION NOTES
To Pay Current Expenses and Obligations of the City**

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport (the "City Council") hereby approves the appropriation of an amount up to \$110,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City's full faith and credit (the "Notes"), in an aggregate amount up to \$110,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses,

7.

as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

BE IT FURTHER RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

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

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series

on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

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

BE IT FURTHER RESOLVED, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.

Resolution

By Council Members Susan T. Brannelly, Denese Taylor-Moye, Martin C. McCarthy and Thomas C. McCarthy

For introduction at the meeting of the City Council to be held on February 6, 2012.

For referral to the Committee on Education and Social Services

Resolution to Endorse the Bridgeport Children's Bill of Rights for Education.

Whereas, the Bridgeport Child Advocacy Coalition (BCAC) has tracked statistics relating to the welfare of children in Bridgeport.

Whereas, BCAC has committed to its advocacy efforts to ensure that all Bridgeport children are able to grow up healthy, safe and well educated.

Whereas, BCAC has developed a set of principles that they feel are prerequisites for a successful school system in Bridgeport and believe should form the basis for all decision-making.

Whereas, these principles are stated in Bridgeport Children's Bill of Rights for Education (see attached).

Be it resolved that the Bridgeport City Council state its support and hereby endorses the principles of Bridgeport Children's Bill of Rights for Education.

Submitted:

February 1, 2012



Bridgeport Child Advocacy Coalition
Mobilizing for Children

Bridgeport Children's Bill of Rights for Education

*N*ow, more than ever, the Bridgeport Child Advocacy Coalition believes that the time has come to reflect on what is needed for our city's children and families.

*W*e have developed a set of principles that we believe are the prerequisites for a successful school system in Bridgeport. We believe these principles should form the basis for all decision-making going forward.

*T*he challenges facing the school district can and should be an opportunity to ensure that all children receive a high-quality education, are able to reach their full potential, and can be competitive in the global economy. The time has come to lay the groundwork for all of our students and our schools so that they may truly achieve academic success.

*T*he status quo is no longer acceptable. Our children must come first.

*T*he undersigned call upon government leaders at all levels to honor and protect the educational rights of our children by ensuring that these principles are honored.

*W*e call upon all policy makers, government officers, and elected officials to always consider first these principles in making all decisions for the school district of Bridgeport.

*W*e call upon parents and community members to hold policy makers and elected officials accountable by contacting them and urging them to adhere to the principles set forth below.

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RECEIVED
CITY CLERK'S OFFICE



Bridgeport Children's Bill of Rights for Education

The children of Bridgeport have a right to:

- A district-wide school culture that promotes **Mutual Respect**, ensures **Student Achievement**, and fosters a holistic **Commitment to Excellence** for *all* students in *all* grades, pre-kindergarten through graduation.
- **Strong Leadership** at the district, school, and classroom level to ensure **Consistency, Equity, and Sustainability** across all schools in implementing policies and best practices with a focus on systems reform and student achievement.
- Schools that are **Safe**, free from violence, bullying, and environmental hazards.
- Sufficient **Financial Resources** to provide a high-quality and equitable education for all students, together with **Fiscal Responsibility** to ensure that funds are used effectively and efficiently.
- **Stability** and ongoing **Support** for all school staff to promote a positive working environment for teachers and a successful learning experience for students.
- **Representation** on the Board of Education by parents of children currently in the school system and individuals who represent the faces and cultures of the Bridgeport community.
- Open lines of **Communication** among the Board of Education, the superintendent, Central Administration, parents, students, and the community.
- **Transparency** in the decision-making process of the Board of Education, Central Administration, the superintendent, the Mayor's office, and the State of Connecticut.
- District-wide **Accountability** to students and families.
- **Community Engagement and Empowerment** to provide opportunities for parents to participate in decision-making at the school and district level.

A Call to Action:

We urge all policymakers, teachers, administrators, parents, and community leaders to always put these core principles at the forefront of their actions and decisions affecting the students of Bridgeport. Now more than ever, we call upon policymakers at all levels to use these principles as the compass that will determine the future direction of the Bridgeport school district. All decisions and policies affecting the students of Bridgeport should promote the objectives set forth in these principles. The future is now, the time has come, and the people of Bridgeport can no longer be silent: our children's education is at stake.



Bridgeport Child Advocacy Coalition
Mobilizing for Children

We Support
Bridgeport Children's Bill of Rights for Education

Bridgeport Child Advocacy Coalition

Bridgeport Schools Parent Advisory Council

Bridgeport Parent Leadership Training Institute

Bridgeport Children's Leadership Training Institute

Bridgeport Public Education Fund

Greater Bridgeport Latino Network

Regional Youth Adult Social Action Partnership

Greater Bridgeport Branch NAACP

The Center for Women and Families

United Way of Coastal Fairfield County

Bridgeport Early Care and Education School
Readiness Council

St. Vincent's Medical Center

Bridgeport Hospital

St. Mark's Day Care Center

Witness Project of Connecticut

Mount Aery Baptist Church

Bridgeport Regional Business Council

The Diaper Bank

Southwest Community Health Center

Representative Andres Ayala, Jr., 128th District

Representative Auden Grogins, 129th District

Stratford Shatokan Karate-do

City of Bridgeport Lighthouse After School
Program

Leticia Colon

Donna Thompson-Bennett

Dee Brassell

Gina LeVon Simpson

Alex Crawford

Alexi Hope

Olga Digsby

Peter George

Margie Powell

Helen Wasserman

Gail E. Janensch

Beth Lazar

June McClendon

Rev. Dr. Brian Bodt

Esteban Francisco Sebourne

Miriam Lopez

Anna C. Cruz

Kathy Yacavone

Nadine Nevins

Pearlye Sams Allen

Frances Newby

Erica Lopez

Tammy Papa

Mary Pat Healy

To sign on, please email (nbass@bcacct.org) or fax (203-549-0203) us with the exact wording of how you would like to be listed. You can also mail us at:
Bridgeport Child Advocacy Coalition
2470 Fairfield Avenue, Bridgeport, CT 06605



Bridgeport Child Advocacy Coalition

Mobilizing for Children

We Support

Bridgeport Children's Bill of Rights for Education

Greater Bridgeport Medical Association

School Volunteer Association of Bridgeport

Career Resources, Inc.

Gail Craig

Migdalia Feliciano

Priscilla Cummings

Maria Geigel

Tonisha Cohen King

Nicole Bass

Iris R. Correa

Mary E. Eady, MSW

Gina Dunston-Boone, MD

Edith Bibro-Cassidy

Linda Goldenberg

Jane Norgren

Rev. Donald C. Luster

Connecticut Post

Mayor William A. Finch

Mory Hernandez

Morgan Cleveland

Coleman Adams IV

To sign on, please email (nbass@bcacct.org) or fax (203-549-0203) us with the exact wording of how you would like to be listed. You can also mail us at:
Bridgeport Child Advocacy Coalition
2470 Fairfield Avenue, Bridgeport, CT 06605

Res. #51-11 Ref'd to Ordinance Committee on 02/06/2012 (OFF THE FLOOR)

Proposed ordinance to create the Civkin Historic District:

Bridgeport Municipal Code

Chapter 12.32 HISTORIC DISTRICTS

Sections:

Add:

12.32.070 Civkin historic district established.

After Article 12.32.060, add:

Article 12.32.070 **Civkin historic district established.**

Beginning at point of intersection of Mayflower Drive and Brooklawn Avenue, southeast corner; thence northeasterly 83 feet by Mayflower Drive; thence southeasterly 108 feet, more or less, by remaining property of Lot #12 on map dated 16 April 1929 by A. D. Fuller, Civil Engineers, which map is on file in the office of the Bridgeport Town Clerk in Map Book 11, Page 53; thence southwesterly 146.53 feet by land now or formerly of Flora B. Powell, thence northeasterly 119.69 feet along Brooklawn Avenue to the point of intersection with the place of commencement.

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2012 FEB -7 A 8:27

HISTORIC PROPERTY STUDY

COHN - LACHANCE HOUSE
BRIDGEPORT, CONNECTICUT
1947



VICTOR CIVKIN, ARCHITECT

PREPARED BY MARK R. HALSTEAD AIA

HISTORIC PROPERTY STUDY

Prepared by

Mark R. Halstead AIA

222 Casmir Drive, Fairfield, CT 06825

Property: Cohn-LaChance House

Address: 93 Mayflower Drive
Parcel #1362-8A
Bridgeport, Connecticut

Architect: Victor Civkin 1898-1968 (project #47199)

Year of Construction: 1947

Original Owner: Harry and Pauline Cohn

Current Owner: Marie Madeleine LaChance (resident since 1967)

HISTORY

A small house in Bridgeport, Connecticut represents a watershed in the career of prolific local architect Victor Civkin.

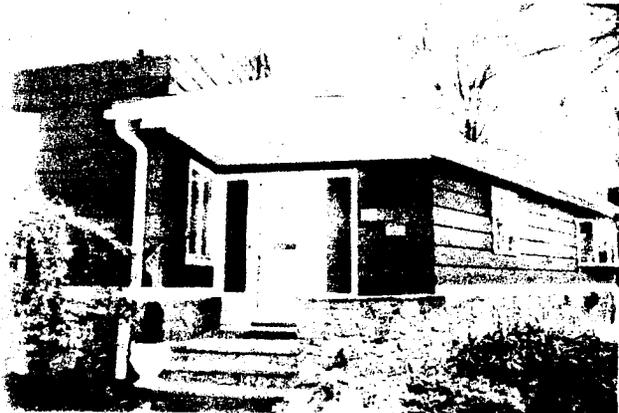
Civkin was a pioneer Modernist architect in Southern Connecticut. In the course of his 45-year career in the United States, Civkin designed hundreds of houses in the Modernist style. Most still stand, and fully eighty percent of these bear the unmistakable stamp of Civkin. Until 1953, he was chief architect of the General Electric Home Bureau; under his direction the modern kitchen was developed and marketed. Concurrently, Civkin established a strong client base among GE executives and Bridgeport area businessmen.



The 1947 house Civkin designed for lawyer Harry Cohn, at the corner of Mayflower Drive and Brooklawn Avenue in Bridgeport, demonstrates the break between Civkin's early period, during which he favored the International Style but (of necessity) also designed in the Colonial Revival mode, and his later work, which is exclusively his own brand of Modernism.

FEATURES

A veritable encyclopedia of Civkin vocabulary, this small house reposes on the sloping terrain of an obtuse corner site; the entrance, under a cantilevered overhang, is placed at the vertex of the 124-degree angle, opening to both streets. The front door is cleverly located such that it directly addresses southbound traffic on Brooklawn Avenue, while at the same time respecting the house's actual address on Mayflower Drive.



Stone foundations wrap the house, higher than the floor line -- delineating the sill of the big living room windows -- and extend beyond to form the front porch, tying the house to its site. Overhangs all around -- though not so large as Civkin would utilize a few years later -- shade the walls to create a feeling of depth and graceful massiveness. The hip roof of the lower section meets the gable of the living

room effortlessly, and the masses of the house rise elegantly with the grading of the site. Corner windows here had become a Civkin staple, and mullions were strictly banished; he wrote many times of the silliness of designing windows with hundreds of little panes to be washed. Horizontal redwood siding, of unusual profile, has weathered admirably; originally left natural, it has been stained "redwood red," maintaining the dark palette of the original appearance.

Though of modest area, the house feels large inside. The foyer, whose shape follows the angles of the site, leads into an ell-shaped living-dining room, flanked by a stone terrace that later became a screened porch. The design of the master bedroom skillfully utilizes the angles of the site to create a glass-paned, five sided room that feels generous, despite its small size.



Civkin's advanced planning concepts are evident here. By this stage in his career, his emphasis had become *functional* interiors, in which all spaces could be enjoyed by flowing freely together, rather than having discrete formal spaces, for convention's sake, that would rarely be used. The Living Room and Dining Room form an ell -- a motif Civkin developed as far back as 1933, but since widely copied -- which allows two modestly-sized spaces to meld into one commodious room of greater functionality.

ALTERATIONS

The original kitchen has been replaced, but occupies the same area; Civkin's GE Model Kitchens were always deliberately small and efficient -- everything within reach -- and that concept is still evident here.

Windows have been replaced, though sensitively; originally, all windows were steel sash casements, with picture units in the dining room and the center unit of the living room assembly. The retrofit units are all casement-type. The prominent living room window casements no longer have their original transoms, and the windows in the Den, facing Brooklawn Avenue, have been changed to a bow window unit, but otherwise the house, as a whole, retains its original appearance.



The living room's original mahogany paneling was covered over with gypsum board, but is still intact beneath the new finish. The current Victorian wood mantel was installed by the LaChance Family, salvaged from their former home on Wordin Avenue in Bridgeport.

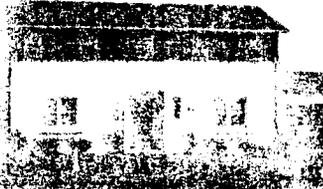
Vinyl siding has been applied to wood soffits.

The Sunporch on the east side of the house is a sympathetic addition. Originally, this was a stone-paved patio only.

A bedroom and half-bath have been added in former attic space above the living room, but no changes were made to the exterior.

SIGNIFICANCE

In the oeuvre of Victor Civkin's architecture, the Cohn-LaChance House turns the corner, literally and stylistically. A comparison of the Cohn-LaChance House with



HOME OF MR. AND MRS. JOHN A. LYDDY. The Lyddy House is a well-proportioned, orthogonal two-story house, fairly conventional on the whole, though featuring some sleek Civkin details and free-flowing interior spaces. The Cohn-LaChance House, on the other hand, does not bow to conventionality; it celebrates its unique location and its practical novelty.

Civkin's house for Bridgeport Police Superintendent John A. Lyddy in the Black Rock section of Bridgeport (169 Old Battery Road), also designed in 1947, illustrates the leap



Civkin made with the Cohn design. The Lyddy House is a well-proportioned, orthogonal two-story house, fairly conventional on the whole, though featuring some sleek Civkin details and free-flowing interior spaces. The Cohn-LaChance House, on the other hand, does not bow to conventionality; it celebrates its unique location and its practical novelty.

Contained in this house are the seeds of many design elements Civkin would use throughout the 1950s and 1960s: the foundations stretching past the house into the site, the shallow-pitch roofs with large overhangs which seem to float above the body of the house, and carefully considered window configurations. Elements of this house can be seen, still, in more than thirty houses which Civkin designed in the Sky Top area of Fairfield, only a mile or so distant. Civkin's style was widely copied by contemporary architects.



The molding of this house to its site, especially during this period of Post-War cookie-cutter housing, is notable. The simple sculptural quality of the house has made it a local landmark. It is simultaneously playful and ruthlessly efficient.

The year 1947 was the beginning of the most productive period in Civkin's career. The

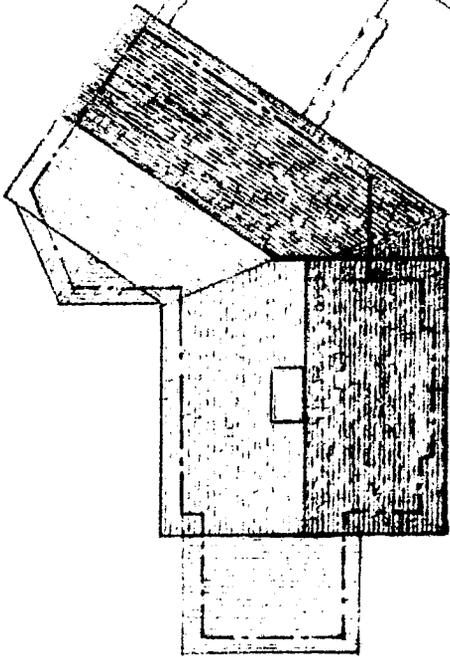
houses for the Cohns and Lyddys were the first Civkin houses in Bridgeport. Between 1947 and 1961, Civkin designed eleven other houses in the city, all still standing, all unique, and without exception, still true to Civkin's original design concepts. Most, like the Cohn-LaChance House, have not been altered in any significant way.



Civkin's Modernism is strong and simple, without the flashiness of the work of many of his contemporaries. Though subtle, Civkin's residential work always emanates his unbending dedication to the principles of his own brand of Modern Architecture. Truly "Durable Modernism," Civkin's work stands the test of time.

PARCEL 1862-18

146.53' 140' ± (1911 C.I.T. MAP) PARCEL 1862-14



POST

PARCEL
1862-7A

63' (71' ± PER ENST. MAP)

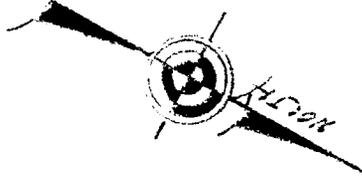
119.63'

(1931 TER. C.I.T. ENST. MAP)

AVENUE

B. FOOTHILL LN
(1931 TER. C.I.T. ENST. MAP)

PHILADELPHIA TWIN LINE



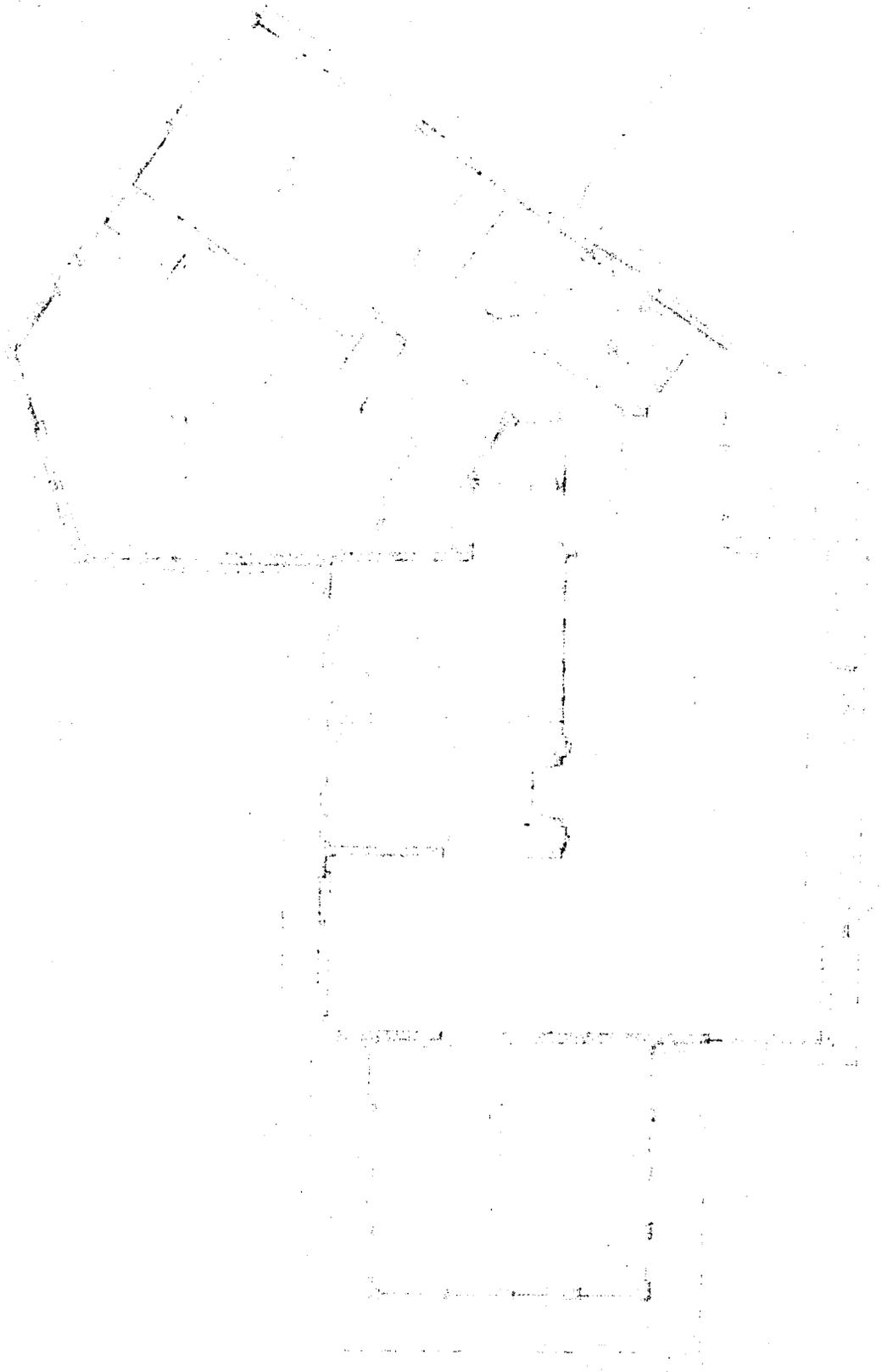
MAYFLOWER DRIVE

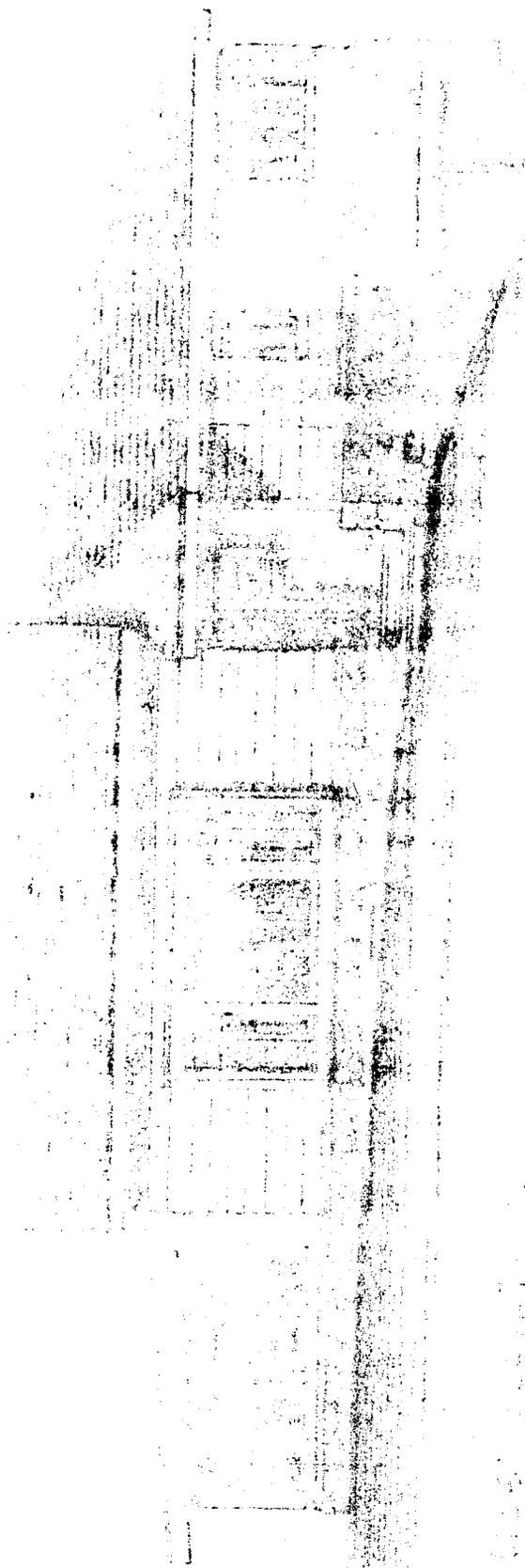
BROADWAY
TEMPASE

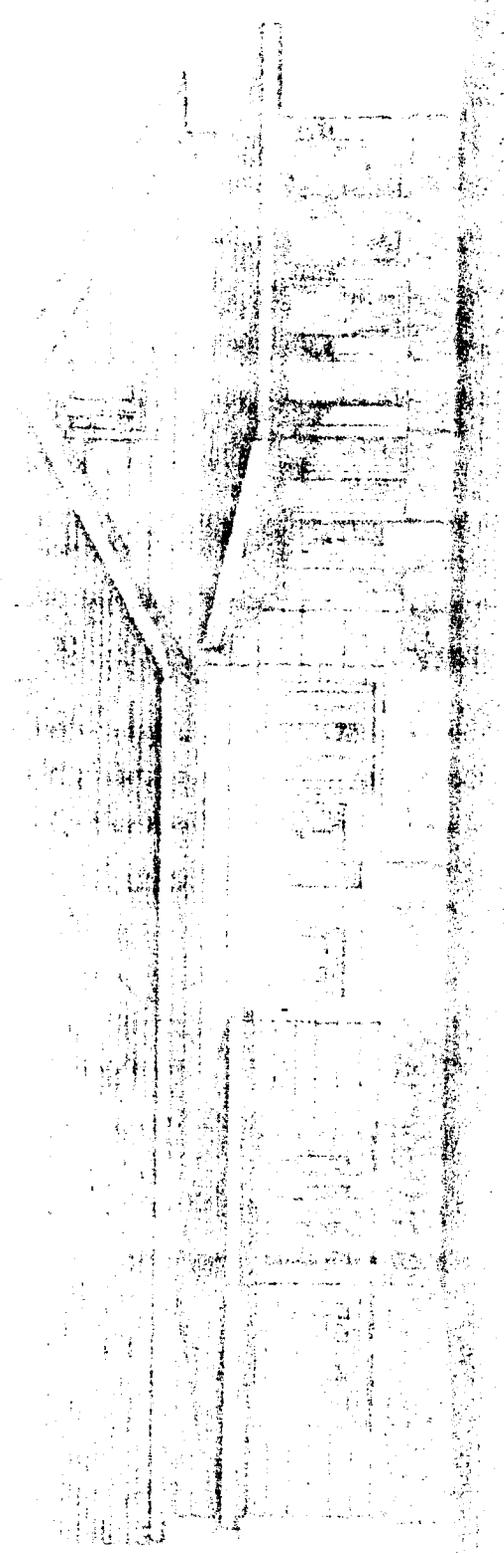


PROPERTY MAP
COHN - LACHANCE HOUSE
93 MAYFLOWER DR. BRIDGEPORT, CT

DRAWN BY M. S. CALVERT 7 MAY 1962







***35-11 Consent Calendar**

Letter of Commitment – Traffic Signal Improvements on Main Street Utilizing Funding from the STP-Urban Program and Congestion Mitigation and Air Quality (CMAQ) Program; State Project No. 15-H0009.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: February 6, 2012

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***35-11 CONSENT CALENDAR**

RESOLUTION

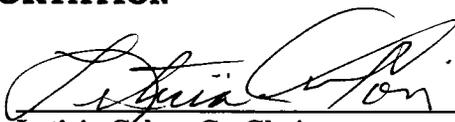
State Project No. 15-H0009

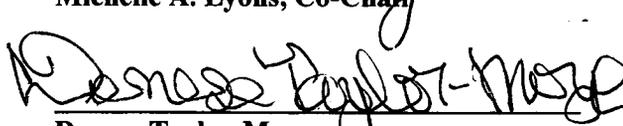
Federal Aid Project No. Unknown

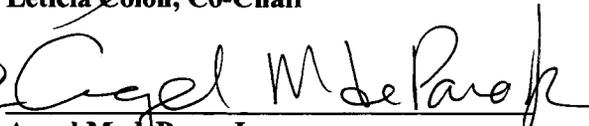
RESOLVED, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment, Traffic Signal Improvements on Main Street Utilizing Funding from the STP-Urban Program and Congestion Mitigation and Air Quality Program" and any and all other documents and agreements necessary to complete the project.

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**


Michelle A. Lyons, Co-Chair

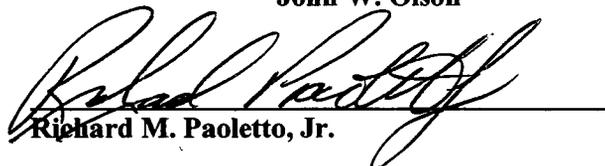

Leticia Colon, Co-Chair


Denese Taylor-Moye


Angel M. dePara, Jr.

Andre F. Baker, Jr.

John W. Olson


Richard M. Paoletto, Jr.

Date

Paul O'keefe
Office of Engineering
CT Department of Transportation
P. O. Box 327546
Newington, CT 06131-7546

Re: **State Project 15-H0009**
Letter of Commitment
Traffic Signal Improvements on Main Street Utilizing Funding from the STP-Urban Program
and CMAQ Program

Dear Mr. Hayward:

The City of Bridgeport City Council has approved the attached resolution in support of the above mentioned project. There will be 100% Federal Share for the design and construction costs for the project as outlined in the STP Urban Program and the Congestion Mitigation and Air Quality Program.

The City will notice the subject project in the Connecticut Post. A display ad has been placed in the Connecticut Post and will be posted in Bridgeport City Hall.

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

Thank you for your assistance in this matter.

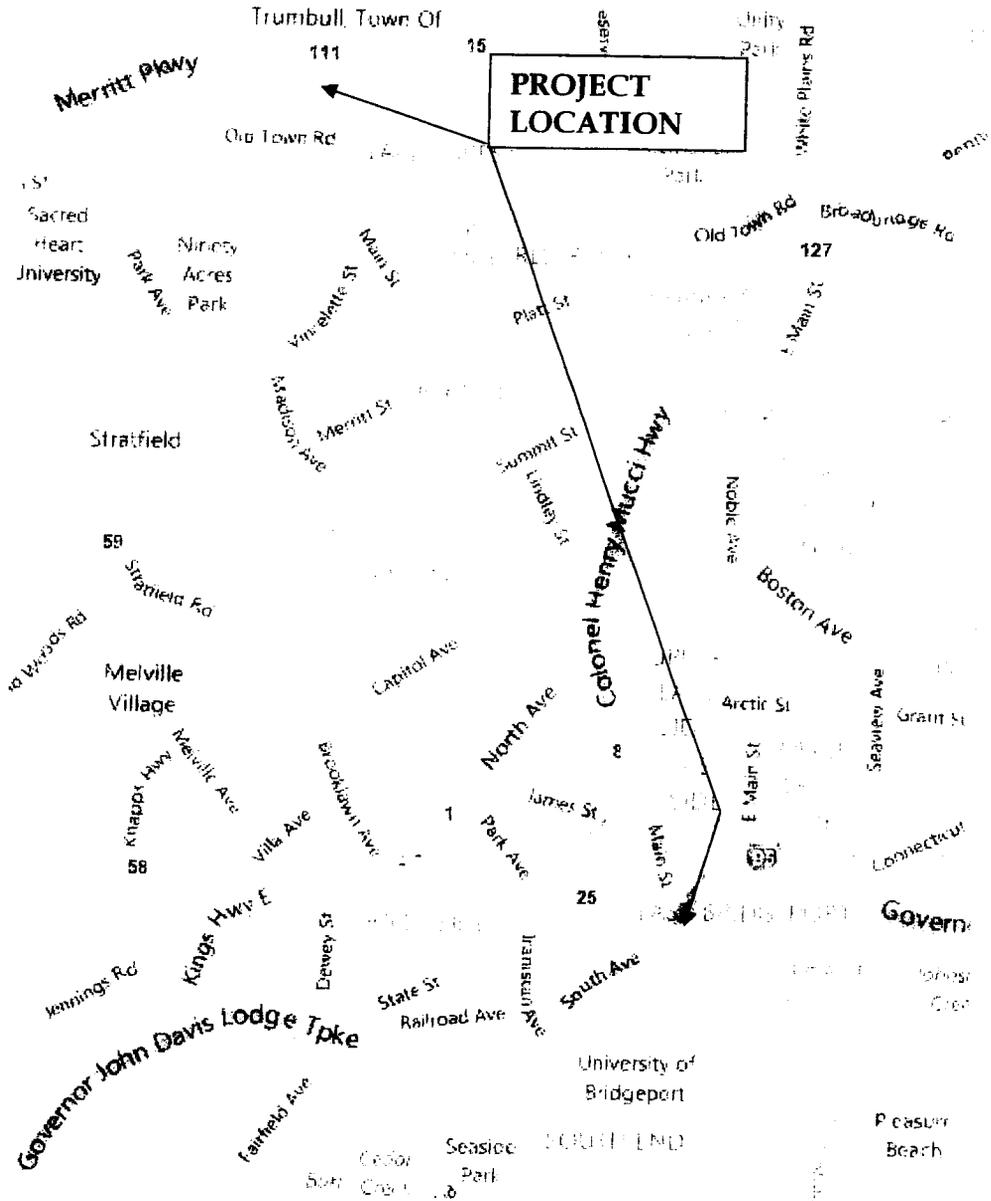
Sincerely,

Bill Finch
Mayor

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

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
OFFICE OF ENGINEERING
PROJECT DEVELOPMENT UNIT
PROJECT SUMMARY REPORT
Traffic Signal Improvements on Main Street
Project No. 15- H0009
City of Bridgeport



Origin:

The City of Bridgeport, through the Greater Bridgeport Regional Planning Agency (GBRPA), has submitted a proposal to improve the city owned traffic signal system on Main Street in the City of Bridgeport. The purpose and need of the project is to address safety concerns, traffic operations and improve efficiency.

Project Location:

The proposed improvements, as noted in the city's application, include 20 complete signal replacements from Old Town Road to South Frontage Road (approximately 4 miles) including fiber optic signal coordination.

The intent of the overall project is to interconnect 20 municipally owned signals into a modern closed loop system, and be monitored by the city.

Existing Conditions:

The 20 locations are all located on Main Street, a municipally owned urban principal arterial. The 2010 Average daily traffic (A.D.T.) volumes range between 11,500 and 23,900 vehicles. The city maintenance records indicate the Main Street traffic signals and their associated components are failing due to their age, approximately 15 years old. The equipment has exceeded its serviceability and appears to be an excellent candidate for complete signal replacement.

The reported accident history as submitted by the city (2008, 2009, and 2010) was plotted and no pattern types of accidents were evident.

The city currently maintains a "traffic signal control center" located in their engineering offices. They monitor and operate a portion of their existing signals through an existing fiber optic cable communications network linking the signals to the control center (computer).

Proposed Improvements:

After field review and meetings with town officials, the Project Development Unit recommends the following improvements:

Provide for the complete replacement of 20 traffic signals, using far side heads, emergency vehicle preemption, pedestrian crossings with A.D.A. ramps, video detection for vehicle presence at all approaches, led lamps, and fiber optic interconnect. The city's intent is to tie into the existing fiber optic lines.

Provide for the required interconnect communication cable linking twenty city owned signals along Main Street, via existing overhead and underground routing as required. It is anticipated new hand holes and splicing into the existing lines will be required due to the new mast arm locations that will allow for the far side head placement. The 20 signalized locations are as shown in the table below:

Number	INTERSECTIONS ALONG MAIN STREET CORRIDOR FOR PROPOSED SIGNAL REPLACEMENT
1	OLDTOWN ROAD
2	HILLVIEW AVENUE
3	KAEHELL STREET
4	BROOKSIDE SHOPPING PARK
5	VINCELLETTE STREET/OXFORD STREET
6	FRENCHTOWN ROAD/VANGUARD STREET
7	WOODSIDE AVENUE
8	JEWETT AVENUE/TESINY AVENUE
9	RENZY STREET/STOHR PLACE
10	SUMMIT STREET
11	HUNTING STREET
12	HAWLEY AVENUE
13	CAPITOL AVENUE
14	GRAND STREET
15	CATHERINE STREET/EAST WASHINGTON AVENUE
16	CONGRESS STREET
17	GOLDEN HILL STREET
18	JOHN STREET
19	NORTH FRONTAGE ROAD
20	SOUTH FRONTAGE ROAD

Provide for system integration. The traffic signal equipment installed under this project may require modifications to the various computer-related items that comprise the city's traffic operations center.

Provide for new or the repair of pavement, curbing, and sidewalks where impacted by the construction and installation of the traffic signal equipment and all their associated appurtenances. The sidewalk ramps within the project limits shall be replaced/upgraded to meet A.D.A. requirements/specifications, where required.

Operations and Maintenance Plan As submitted by the City

Per Federal guidelines, traffic control systems require active management to be effective, including periodic assessment of the control strategies used. In order to have a system that is operated and maintained properly, there must be a staff and budget commitment by the operating agency.

The City of Bridgeport has stated that they will be responsible for the operation of the computerized traffic signal system through the City's Engineering Department and Public Facilities' Maintenance Department. The City will be responsible for the following duties:

- Monitor system hardware for failure and report all malfunctions to the Maintenance Department simultaneously.
- Monitor system software for malfunctions and communicate with the software manufacturer as necessary.
- Monitor system detectors for measurements of effectiveness.
- Fine tune system timing plan to meet traffic demands.
- Hard copies of records of failure and performance will be kept at the Public Facilities' Maintenance Department. The Engineering Department will keep records on magnetic media.
- Change timing plans according to special events.
- Up-load and download database changes to field equipment.
- Expand system components as needed.
- Conduct traffic analysis of system performance on a continuous basis.

Maintenance and Protection of Traffic It is suggested that construction activities, which interrupt traffic, be limited to non-peak hours due to the high volume of traffic. The city has several viable detour options if required during certain phases. We anticipate the contractor to provide two-way traffic on the subject roadways at all times. The bulk of the work will not interfere with current traffic operations.

Bicycle and Pedestrian Assessment:

Although bicycle and pedestrian accommodations should be considered for all projects, this type of project does not typically provide reasonable opportunity to provide improvements for these travel modes. The purpose and need for this project is to upgrade an antiquated signal system into a modernized closed loop system and provide a safer more efficient corridor. No roadway geometric modifications are anticipated. Where not already provided, ADA compliant sidewalk ramps, pedestrian push buttons and crosswalks will be included.

Impacts

Rights of Way: None anticipated.

Utilities: Impacts to utilities should be limited to overhead runs including electric, communications, and cable. The cost of the relocation of existing overhead cables to provide

interconnection within the "municipal gain" should be the responsibility of the affected/impacted utility companies.

Environmental: The potential for contaminated soil to be encountered during the excavation may exist. Subsurface investigation and removal of contaminated soils may be required. Previous projects have been submitted to the department's Office of Environmental Compliance in which a Task 110- Environmental Screening Review was performed with no further investigation warranted. Form 816, Section 1.10.07 provides additional reference for contaminated soil encountered.

Preliminary Cost Estimate: The City's consultant prepared a cost estimate of \$7,800,000 for the proposed improvements.

The PDU confirmed with FHWA that funding for the aforementioned improvements would be funded at a 100% federal with no state or town match. The city will be reimbursed at 100% for all phases. This is contingent on the city demonstrating to FHWA their ability to fully support the system including all future maintenance and operational responsibilities.

The DOT Project Development Unit (PDU) has estimated the costs of the project phases as identified below. Note that the PE estimate includes the cost of the Department's oversight of the design process.

Project Phase:	Federal Share	State Share	Municipal Share	Total Cost
Preliminary Engineering	\$800,000	\$0	\$0	\$800,000
Rights of Way Phase	0	0	0	0
Construction Breakdown:				
Contract Items	5,900,000	0	0	\$5,900,000
Incidentals (15%)	890,000	0	0	\$890,000
Contingencies (10%)	590,000	0	0	\$590,000
Utilities				0
Total Construction (2013)	7,647,000			\$7,647,000
Total Project (2013)				\$8,180,000

The town may elect to use a consultant engineer for the construction inspection of this project but will have to follow the Qualifications Based Selection (QBS) process in order to be eligible for reimbursement. A 2013 construction funding obligation may be attainable, contingent upon timely completion of design plans, specifications, estimates and execution of all required agreements.

***36-11 Consent Calendar**

Letter of Commitment - Iranistan Avenue, Installation of Sidewalks from State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program; State Project No. 15-358, Federal Aid Project No. 1015(124).

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: February 6, 2012

Adopted: _____

Attest: _____

Fleeta C. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***36-11 CONSENT CALENDAR**

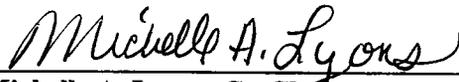
RESOLUTION

State Project No. 15-358

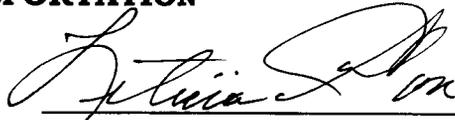
Federal Aid Project No. 1015(124)

RESOLVED, that Bill Finch, Mayor of the City of Bridgeport, be, and hereby is authorized to sign the attached "Letter of Commitment, Iranistan Avenue - Installation of Sidewalks From State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program" and any and all other documents and agreements necessary to complete the project.

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**



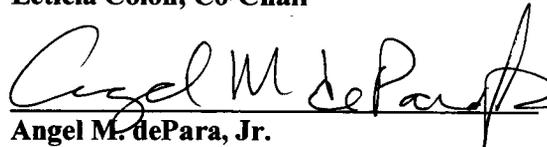
Michelle A. Lyons, Co-Chair



Leticia Colon, Co-Chair



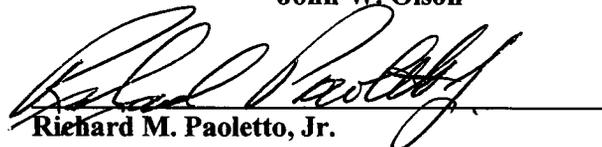
Denese Taylor-Moye



Angel M. dePara, Jr.

Andre F. Baker, Jr.

John W. Olson



Richard M. Paoletto, Jr.

Date

Hugh Hayward, PE
Division of Highway Design – Local Roads
CT Department of Transportation
P. O. Box 327546
Newington, CT 06131-7546

Re: **State Project 15-358** **Federal Aid Project 1015(124)**
Letter of Commitment
Iranistan Avenue – Installation of Sidewalks from State Street to Railroad Avenue Utilizing
Funding from the STP-Urban Program

Dear Mr. Hayward:

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

The City will notice the subject project in the Connecticut Post. A display ad has been placed in the Connecticut Post and will be posted in Bridgeport City Hall.

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

Thank you for your assistance in this matter.

Sincerely,

Bill Finch
Mayor

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

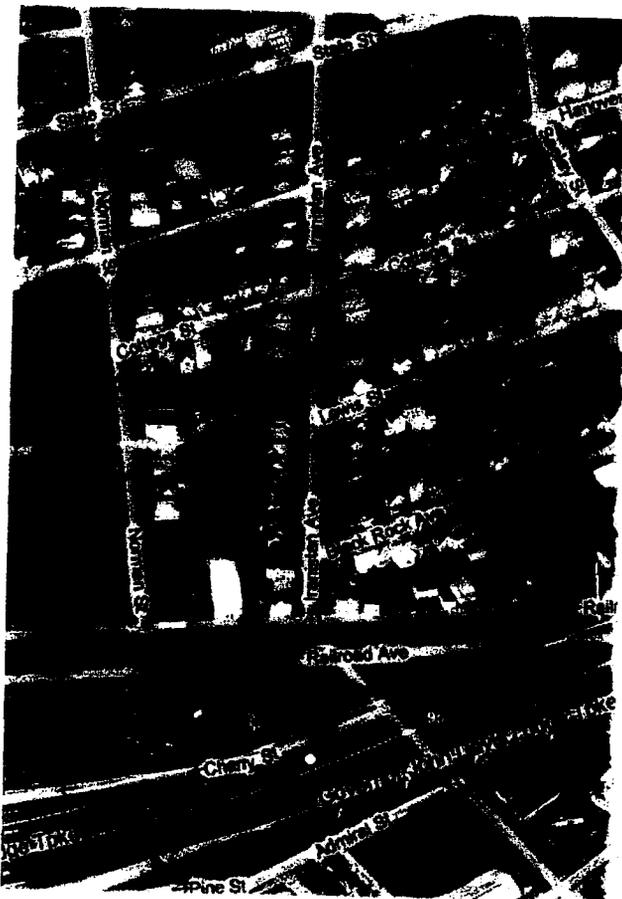
Robert Kennedy, Public Facilities Deputy Director
Andrew Nunn, CAO
Dave Cote, Engineering

**City of Bridgeport
OFFICE OF ENGINEERING**

PROJECT SUMMARY REPORT

**STATE PROJECT NO. 15-358
FEDERAL AID PROJECT NO. 1015(124)
IRANISTAN AVENUE - INSTALLATION OF SIDEWALKS
FROM STATE STREET TO RAILROAD AVENUE
CITY OF BRIDGEPORT**

PURPOSE & NEED: The proposed project will improve pedestrian mobility and pedestrian safety on Iranistan Avenue from State Street to Railroad Avenue (approximately 1,420 feet) which provides direct access to Seaside Park.



Location Map

ORIGIN: In 2009, the City of Bridgeport, through the Greater Bridgeport Regional Council (GBRC), had submitted an application for funding under the ARRA Program to rehabilitate Iranistan Avenue, Project No. 15-343. Although not initially anticipated, the full-depth reconstruction of Iranistan Avenue from State Street to Railroad Avenue was required and was incorporated into Project No. 15-343.

The existing granite and concrete curbs on this section of roadway were in fair to good condition but were replaced during the project due to the excessive crown of the roadway and lack of sufficient curb reveal. As a result, the elevation of the curb was raised. The replacement of the existing sidewalks was not included in the project due to the potential delay in the project's schedule. Consequently, the top of curb elevation is higher than the adjacent sidewalk elevation which has resulted in the ponding of water and the creation of a tripping hazard. As a result, city officials have submitted an application for funding under the STP-Urban Program to replace the sidewalks on the subject section of Iranistan Avenue.

ELIGIBILITY: This section of roadway was indirectly adversely impacted by Project No. 15-343, the proposed sidewalk replacement was determined to be eligible under the STP-Urban Program.

EXISTING CONDITIONS: Iranistan Avenue is functionally classified as an urban collector roadway and provides access to the city's Seaside Park. The roadway is 40 feet wide which accommodates two travel lanes and parking lanes on both sides. The subject section of Iranistan Avenue, which has been recently reconstructed, is tangent and has uniform grades varying from 1 to 2 percent.

The 2010 ADT on this section of Iranistan Avenue was counted at 3,600 vpd. The posted speed limit within the project limits is 25 mph. On this section of Iranistan Avenue, the intersections at Railroad Avenue and State Street are signal controlled. All other intersections are side street stop controlled.

As was previously noted, the elevation of the new curbing was set higher than the adjacent sidewalks, which has created ponding and a tripping hazard. The existing sidewalks consist of a mix of concrete and bituminous concrete and are in poor overall condition although short sections are in fair to good condition. Large mature deciduous trees (approximately 50) line both sides of the roadway between the curb and the sidewalk. The root system of many of these trees have undermined and broken up sections of the sidewalk system. In several areas, there are excessive concrete and bituminous concrete material between the sidewalk and curb.

Approximately six pedestrian ramps do not meet ADA requirements and will require modification. In three of these locations, short retaining walls (approximately 3 feet high and 10 feet long) will also require replacement.

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

PROPOSED IMPROVEMENTS: In its application, the city of Bridgeport has proposed the replacement of approximately 1,900 feet of existing sidewalk with a 5-foot wide concrete sidewalk.

After discussions with State DOT officials, it was determined that the following additional work would be included in the project:

- Six pedestrian ramps will be modified to meet the latest ADA requirements, which will require replacement of approximately 150 feet of concrete curbing and the replacement of three small retaining walls (100 SF).
- The existing trees (approximately 50) that are located between the curb and sidewalk will be removed. To avoid disruption to the recently installed curbing, the tree stumps will be ground down to below finish grade. The trees will be replaced with more suitable plantings.
- In the area between the curb and sidewalk, the existing debris will be removed, topsoil will be placed and grass established.

Roadway Classifications: Iranistan Avenue – urban collector

Posted Speed Limit: 25 mph

Impacts

- Environmental compliance – We do not anticipate any contamination issues due to the nature of the work.
- Environmental Permits – A Coastal Area Management (CAM) consistency and a Flood Plain Management permits are anticipated under this project.
- Utilities – No impacts to overhead or underground utilities are anticipated.
- R.O.W. – None anticipated.

Funding: The funding ratio for sidewalk projects, under the STP-Urban Program, matches 80% federal funds with 20% municipal funds for the Construction Phase. Since the STP-Urban Program is a reimbursement program, the city will have to bond 100% of the cost of the project and will be reimbursed by the Department as the contractor submits his bills.

The city will be responsible for 100% for the cost of the Design Phase. However, a separate PE phase will be initiated for the Department's review and oversight of the city's design, which will be funded with 80% federal funds (STP-Bridgeport) and 20% state urban bonds. The City of Bridgeport will administer the construction phase and will be responsible for the advertizing, award and inspection of the project.

Preliminary Cost Estimate

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

	<u>Federal</u>	<u>State</u>	<u>Municipal</u>	<u>Total</u>
PE Phase				
PE Phase (DOT oversight)	\$ 20,000	\$ 5,000		\$ 25,000
Design	<u>\$ 0</u>	<u>\$ 0</u>	100% (city)*	<u>\$ 0</u>
PE Phase Total	\$ 20,000	\$ 5,000		\$ 25,000
 Construction Phase				
Construction Items	\$ 505,600	\$ 0	\$ 126,400	\$ 632,000
Contingencies	\$ 50,400	\$ 0	\$ 12,600	\$ 63,000
Incidentals to Construction	<u>\$ 76,000</u>	<u>\$ 0</u>	<u>\$ 19,000</u>	<u>\$ 95,000</u>
Total Construction Phase	\$ 632,000	\$ 0	\$ 158,000	\$ 790,000
 Total Project Costs	\$ 652,000	\$ 5,000	\$ 158,000	\$ 815,000

***08-11 Consent Calendar**

Refund of Excess Payments.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: February 06, 2012

Adopted: _____

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***08-11 Consent Calendar**

BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
PPTS Lockbox PO Box 5822 New York, NY 10087-5822	12-129	\$12,602.58
Corelogic 1 Corelogic Dr. Westlake, TX 76262	12-129	\$14,247.28
Foundation Realty Group LLC 4 Daniels Farm Road Trumbull, CT 06611	12-129	\$16,489.26
Kenwood Bridgeport LLC 1705 Lands End Road Manalapan, FL 33462	12-129	\$39,045.24
North Main Bridge LLC C/O the Milford Group LLC Plymouth, MA 02360	12-129	\$91,209.30



Report of Committee on Miscellaneous Matters
***08-11 Consent Calendar**

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS



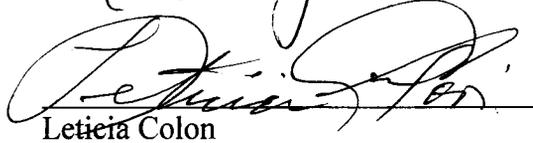
Amy Marie Vizzo-Paniccia, Co-Chair



Denese Taylor-Moye



Manuel Ayala

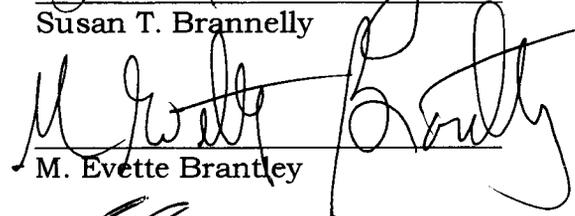


Leticia Colon

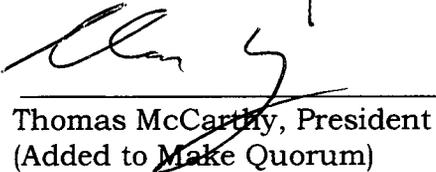
Andre Baker, Co-Chair



Susan T. Brannelly



M. Evette Brantley



Thomas McCarthy, President
(Added to Make Quorum)

***34-11 Consent Calendar**

Appointment of Ashley Jade Wacker (D) to the Planning & Zoning Commission as an alternate.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted: February 6, 2012

Adopted: _____

Fleeta C. Sullivan

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***34-11 Consent Calendar**

RESOLVED, That the following named individual be, and hereby is, Appointed to the Planning & Zoning Commission in the City of Bridgeport as an alternate and that said Appointment, be and hereby is, approved, ratified and confirmed.

NAME

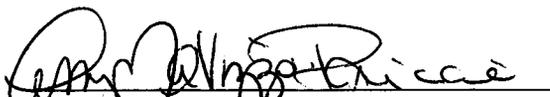
TERM EXPIRES

Ashley Jade Wacker (D)
323 Fairfield Avenue; Apt. 409
Bridgeport, CT 06604

December 31, 2012

*This appointment fills a vacancy.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

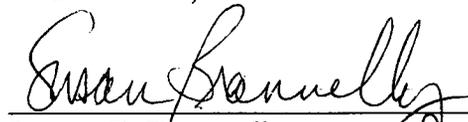


Amy Marie Vizzo-Paniccia, Co-Chair

Andre Baker, Co-Chair



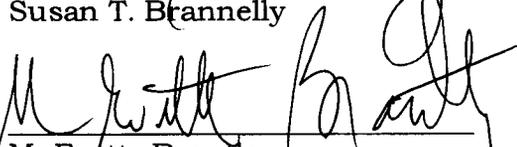
Denese Taylor-Moye



Susan T. Brannelly



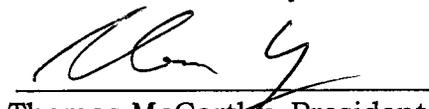
Manuel Ayala



M. Evette Brantley



Leticia Colon



Thomas McCarthy, President
(Added to Make Quorum)

RESOLUTION

City of Bridgeport, CT's Resolution to Commit Tangible Assistance to the Peoples and Governments of the Island of Hispaniola in their Time of Extreme Need.

(See Attached)

By Council Member Michelle A. Lyons, D-134th

Introduced at a meeting
of the City Council, held:

February 6, 2012 (OFF THE FLOOR)

Referred for IMMEDIATE CONSIDERATION

Attest: *Florence Hudson*
City Clerk

Approved: _____
Mayor

Referrals Made:

**CITY OF BRIDGEPORT, CT'S RESOLUTION TO COMMIT TANGIBLE ASSISTANCE
TO THE PEOPLES AND GOVERNMENTS OF THE ISLAND OF HISPANIOLA
IN THEIR TIME OF EXTREME NEED**

WHEREAS, the Island of Hispaniola (hosting the sovereign states, the Republic of Haiti and the Dominican Republic) and its people sustained tremendous devastation due to a major earthquake on January 12, 2010 and other subsequent associated natural disasters;

WHEREAS, Hispaniola is in large part a relatively impoverished island with much of its populace living in substandard housing, and challenged by minimal health care, and poor nutritional standards;

WHEREAS, the federal government of the United States has seen fit to provide significant financial and other immediate aid and assistance to Hispaniola and its citizenry, and has encouraged other parties, agencies, and governments to similarly donate whatever they can reasonably spare to this vital and on-going humanitarian assistance project;

WHEREAS, the City of Bridgeport ("Bridgeport"), the largest City in the State of Connecticut, is a proud representative of America's rich melting pot of diverse cultures and populations, including vibrant and growing Haitian and Dominican communities which greatly contribute to the character, strength, and wealth of Bridgeport's diversity;

WHEREAS, Bridgeport's local government and peoples are anxious to do their part to aid the residents of Hispaniola in this, their time of extreme need;

WHEREAS, the Bridgeport City Council, on or about February 16, 2010, adopted a certain Resolution to commit general assistance through the adoption of Haitian city(ies);

WHEREAS, the Bridgeport Fire Department ("BFD") currently has three (3) surplus fire pumper trucks manufactured in the early and mid 1980s, which are out of commission and no longer a part of the BFD's active fleet due to their aged condition and the unsustainable costs of maintaining them in such operational status as is necessary to meet the requirements and standards of the BFD and the State of Connecticut, and which are of limited effectiveness and de minimis current value;

WHEREAS, the BFD intends to dispose of these three (3) fire suppression vehicles from its inventory;

WHEREAS, the Republic of Haiti and the Dominican Republic, due to their dire financial circumstances and public safety demands, are extremely interested and willing to accept a donation of these retired BFD vehicles in their "as is" condition;

WHEREAS, Bridgeport Mayor Bill Finch in his capacity as Chief Elected Official has express Charter authority to exercise ultimate operational control of the BFD;

RECEIVED
CITY CLERK
2012 FEB 7 A 9:26

WHEREAS, Bridgeport Mayor Bill Finch joins the BFD in the decision to permanently retire these three (3) vehicles from service, and to donate them to the Republics and peoples of Hispaniola;

WHEREAS, the Bridgeport City Council wishes to publically express its support for Mayor Bill Finch's decision to assist the Republic of Haiti and the Dominican Republic through the donation of these three (3) vehicles;

NOW THEREFORE, BE IT HEREBY RESOLVED, that through this Resolution the Bridgeport City Council ratifies the executive decision by Bridgeport Mayor Bill Finch to bring to fruition the previously resolved intent to provide some tangible measure of humanitarian assistance to our brothers and sisters of Hispaniola, through donation of the aforementioned three (3) surplus fire suppression vehicles to the Republics and peoples of Hispaniola;

BE IT FURTHER RESOLVED, that Mayor Bill Finch and the management of the BFD, along with their respective designees, are hereby authorized and empowered to take any and all actions reasonable and necessary to effectuate the transfer of possession of, and title to, the aforementioned three (3) vehicles to the Republics and peoples of Hispaniola.

For immediate consideration on Monday, February 6, 2012