

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 19, 2021

7:00 p.m.

This meeting will be conducted by teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

Dial-In Number: (929) 436-2866

Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

- 46-20** Public Hearing re: Proposed Resolution seeking Approval of a Lease of City Property on the Site of the Former Pequonnock Apartments to allow the installation of a Digital Billboard to support the Harbor Yard Amphitheater Project.

PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

- 58-20** Request from OPED to Order a Public Hearing for May 17, 2021 at 7:00 p.m. re: Proposed Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery.
- 59-20** Request from OPED to Order a Public Hearing for May 17, 2021 at 7:00 p.m. re: Proposed Resolution Authorizing Disposition of Four (4) City-Owned Properties.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 15, 2021

ITEMS FOR IMMEDIATE CONSIDERATION:

- 54-20** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Vaccine Equity Partnership Funding (VEPF), **FOR IMMEDIATE CONSIDERATION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 48-20** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Marcus Stewart, et al, referred to Miscellaneous Matters Committee.
- 49-20** Communication from Library re: Appointment of Marcie J. Patton, PH.D. (D) to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 55-20** Communication from Mayor re: Appointment of Rachel Rockwell (D) to the Historic District Commission as an alternate, referred to Miscellaneous Matters Committee.
- 56-20** Communication from Mayor re: Appointment of LaShea Hall (D) to the Civil Service Commission, referred to Miscellaneous Matters Committee.
- 58-20** Communication from OPED re: Proposed Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery, referred to Joint Committee on Economic and Community Development and Environment and Contracts.
- 59-20** Communication from OPED re: Proposed Resolution Authorizing Disposition of Four (4) City-Owned Properties, referred to Economic and Community Development and Environment Committee.

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

- 50-20** Resolution presented by Council Member Cruz & Co-sponsor Taylor-Moye re: Proposed resolution requesting that a Speed Hump Pilot Program Study be conducted for the Installation of speed humps located on Black Rock Avenue and Lewis Street, referred to Board of Police Commissioners.
- 51-20** Resolution presented by Council Member Cruz & Co-sponsor Taylor-Moye re: Proposed resolution requesting that Cottage Street from Iranistan Avenue and Park Avenue be designated as a “One-Way” with the placement of appropriate signage, referred to Board of Police Commissioners.
- 52-20** Resolution presented by Council Member(s) Newton & Martinez re: Proposed Resolution for a Policy to Prevent the Water Pollution Control Authority (WPCA) Foreclosure Crisis as State and Federal COVID-19 Pandemic Foreclosure Moratoriums Expire, referred to Ordinance Committee.
- 53-20** Resolution presented by Council Member Cruz & Co-sponsor Castillo re: Proposed resolution for the Education and Social Services Committee to create a task force to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport, referred to Education and Social Services.
- 57-20** Resolution presented by Council Member(s) Burns & Nieves re: Proposed submission of the Bridgeport Task Force on Public Safety regarding recommendations and summary, referred to Joint Committee on Budget and Appropriations and Public Safety and Transportation.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *35-20** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Mental Health and Addiction Services – State Opioid Response Grant Program (#21258).

MATTERS TO BE ACTED UPON:

- 36-20** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Transportation Federal Aviation Administration (FAA) – Airport Coronavirus Response Grant Program (ACRGP).
- 37-20** Public Safety and Transportation Committee Report re: Grant Submission: The Justice Center – Project Safe Neighborhoods (#21485).
- 44-20** Public Safety and Transportation Committee Report re: The Sikorsky Memorial Airport Environmental Assessment Acceptance of Federal Aviation Administration (FAA) Grants.
- 39-20** Contracts Committee Report re: Partial Release Agreement with Connecticut Green Bank regarding the Commercial Property Assessed Clean Energy (C-PACE) Program from 2012.
- 40-20** Contracts Committee Report re: Tentative Agreement with American Federation of State, County, and Municipal Employees (AFSCME) Local 1522, Council 4 regarding their Collective Bargaining Agreement, **DENIED**.
- 23-20** Special Committee on CDBG Report re: Program Year 47 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership and Housing Opportunities for Persons with AIDS (HOPWA).

(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2020-2021; Full/Minutes/Size; 2021-04-19 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 19, 2021 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

DIAL-IN NUMBER#: (929) 436-2866
MEETING ID#: 381 083 245

NAME	SUBJECT
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Employment/Finance.
Maria Pereira 206 Bradley Street Bridgeport, CT 06610	WPCA.
Lynn Cora 40 East Pasadena Place Bridgeport, CT 06610	WPCA.
Jessica Ortiz-Michaca 98 Emerald Street Bridgeport, CT 06610	WPCA.
Kate Rivera 129 Alsace Street Bridgeport, CT 06604	WPCA.
Helen Olga Losak 306 Bradley Street Bridgeport, CT 06610	WPCA.
Kelvin Ayala 333 State Street, Apt. 702 Bridgeport, CT 06604	WPCA.
Michele Smalls 10 Mencil Circle Bridgeport, CT 06610	WPCA.
Chris Caruso 208 Beechmont Avenue Bridgeport, CT 06606	WPCA.

CITY COUNCIL MEETING

PUBLIC SPEAKING FORUM

MONDAY, APRIL 19, 2021

6:30 P.M.

This meeting was conducted by Zoom/Teleconference.

CALL TO ORDER

Council President Nieves called the Public Speaking portion of the meeting to order at 6:33 p.m.

ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: *Denese Taylor-Moye*, Jorge Cruz
- 132nd District: Marcus Brown, M. Evette Brantley
- 133rd District: *Michael DeFilippo*, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: *Rosalina Roman-Christy*, Mary McBride-Lee
- 136th District: *Alfredo Castillo*, *Avelino Silva*
- 137th District: *Maria Valle*, Aidee Nieves
- 138th District: Maria Pereira, Samia Suliman
- 139th District: Eneida Martinez, *Ernest Newton*

RECEIVED
 CITY CLERKS OFFICE
 21 APR 29 PM 12:38
 ATTEST
 CITY CLERK

A quorum was present. During the roll call, there appeared to be no response from the individuals whose names are listed in italics.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 19, 2021 AT 6:30 P.M.

<u>NAME</u>	<u>SUBJECT</u>
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Employment/Finance.

Mr. Lee read the following statement into the record:

How many of the members of the City Council have been closely following the excitement caused by Federal investigators in town for months, the convening of a Grand Jury that provided widespread speculation as to what they were looking into, what they

would find, and the potential for a pathway from behavior of the accused Chief of Police, and Acting Personnel Director to the one man who supposedly is in charge of everything?

How many of you read the CT Post coverage of comments by sentencing Judge Dooley after former Chief Perez received his "year and one day" sentence, when she addressed former Director Dunn after a slight pause, saying: "Mr. Dunn, I still don't know why you are here." His response to the Judge: "I don't know either."

Seriously Mr. Dunn? Let's see, you have been up to your yellow pad in investigators looking for law breaking, and you have availed yourself of legal representation provided by you personally, and likely some from taxpayers as well. You have not told us this story.

But you did not appear in a court of law for a public trial by a judge or jury? And you have been talking with those Federal lawyers for months now to fashion a plea that is acceptable to them and to you. There's more consideration for you in those dynamics than for any of us mere taxpayers who wait for truth, justice, and consequences for those who practice power supremacy on the rest of us. Was it ethical of you to fashion a slick and sure way to provide a way around the City testing procedure for Chief of Police? (And continue for a decade your own test avoidance for gain appointment to personnel leadership?)

But that is history, and you have current hijinks ongoing in the City with no official word. And this has to do with School Building Committee decisions, City land purchases with no comments about climate issues and cost increases made necessary, and a variety of elected officials who are showing up wearing other interests that may cause the appearance, at least, of serious interest conflicts?

Three minutes tonight does not provide adequate time to question you, obviously, and when I regularly ask questions, you rarely respond. Perhaps it is time? Ethics phone calls have gone unanswered for months while their site's latest info is about items in 2018. Perhaps communication with Accountability and Integrity Tsar will draw us closer to understanding a fuller narrative? Time will tell.

Council Member Newton joined the meeting at 6:35 p.m.

Maria Pereira
206 Bradley Street
Bridgeport, CT 06610

WPCA.

Council Member Pereira said that she would like to welcome Mayor Ganim to the party late. They are going to fight for Federal dollars. This is disappointing. She said that they had handed out 1,000 flyers notifying businesses, homeowners and tenants as to what was done regarding the City Council voting to approve a \$395 million dollar loan. The rate payers are facing an increase between 50 to 66%. The taxpayers were outraged and Senator Blumenthal and Senator Himes had been receiving calls. The residents are not opposed to protecting Long Island Sound or public housing, but that is not the issue. The issue is protecting the people that the Council serves and ensuring the City does not see massive foreclosures. This should be tabled for 90 days so

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that the Congressional delegates have the opportunity to try for Federal funding. She said that if the money comes through, it is not because of the majority of the City Council, the administration or the WPCA. If this money comes through, it will be because of the Congressional delegation. This is sad.

The Council members are the front line before the Connecticut State legislature or the Congressional level or anyone at the Constitutional level. The vote that was taken was a real disservice to the Council's constituents.

For the record, the following Council members announced they had joined the meeting:

Council Member D. Taylor-Moye at 6:40 p.m.,

Council Member A. Castillo at 6:42 p.m.,

Council Member A. Silva at 6:42 p.m. and

Council Member Roman-Christy at 6:45 p.m.

Lynn Cora

WPCA.

40 East Pasadena Place
Bridgeport, CT 06610

Ms. Cora said she was upset that the Council were taking Bridgeport down a road that would end up with far reaching consequences for the residents with the WPCA bonding. The undertaking of procuring only State bonding for the development of sewer treatment without seeking additional grants to lower the cost for constituents is reprehensible. She stated that 50% of Bridgeport residents are minorities who are currently experiencing the highest unemployment and foreclosure rates in the State and the highest eviction rates in New England. Everyone is further impacted by the current increase in food and gasoline prices. Now the Council wants to increase the WPCA bill to exorbitant heights.

The residents know that there are more taxes headed their way from both the State and Federal government. Soon, those contributing to food banks and other charities will no longer be able to do so because of the high taxes in the country, the state and the City. Back in the 90's, it was noted that many long time politicians were quietly selling their rental properties and moving out of the City. Residents knew something was happening and they soon found out. The Mayor was planning to take Bridgeport down bankruptcy road. While no one denies anyone's right to sell property or move to another community, one wonders why this was suddenly happening at the same time. It showed a lack of faith in Bridgeport and possibly many may have helped take Bridgeport on that bankruptcy path due to their agendas. The Council are hurting the very people that they pledged and promised to help and the people showed everyone they believed in the Council Members by voting for them. Residents will be watching to see if history repeats itself. God bless America and God bless Bridgeport.

Jessica Ortiz-Michaca

WPCA.

98 Emerald Street
Bridgeport, CT 06610

Council President Nieves announced that Ms. Ortiz-Michaca was the next speaker. There was no response.

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Kate Rivera
129 Alsace Street
Bridgeport, CT 06604

WPCA.

Ms. Rivera said it was crazy to think that there wasn't Federal and State funds available. The residents don't have the money and they can't pass the cost of the sewer updates. They pay the highest taxes in the State. They simply must look for other funding.

She said that there was an agenda item regarding the land at UB. It is amazing to think that the City can't educate their K-12 students and the City has no business interfering with what is going on at UB.

The City needs to fill the Health Director, the Chief of Police and the Personnel Director.

Jessica Ortiz-Michaca
98 Emerald Street
Bridgeport, CT 06610

WPCA.

Ms. Ortiz-Michaca said that she has a family of seven with five children. Currently two of her children are enrolled in the schools. She is concerned about the \$395 million dollar loan to the WPCA. Her average yearly sewer bill is \$550. Now with the increase, it will be \$929.50 by 2027 and \$1,215.00 by 2023. What does this mean for her household and most homeowners? With 7 people using the bathroom, brushing teeth, taking showers, washing dishes and doing laundry, her bill will almost triple. She will not only have to worry about the WPCA, but also received a letter from her mortgage lender informing her that her mortgage would be increasing by \$169 per month due to escrow. She asked how the average family would hope to survive without facing foreclosure without these increases.

With five children going through the Bridgeport school system, she is aware of the resources available. With the amount of children per school and the number of times they go to the bathroom, it would work out to about 20,000 flushes per day. Bridgeport is the second largest school system in Connecticut. How are the schools supposed to make up this increase in utilities? They will have to limit programs and resources and staff.

At the end of the day, these increases are just hurting the average, struggling family trying to provide a safe, healthy and stable home for their children. This will force long term residents that make up the community to relocate because they can no longer afford to live in Bridgeport.

Helen Olga Losak
306 Bradley Street
Bridgeport, CT 06610

WPCA.

Ms. Losak greeted the Council members and said that she was a Bridgeport homeowner. She said that Council Member Pereira had alerted her and her neighbors about the upcoming sewer upgrades. While she is not objecting to the upgrades, she does object to way it is being financed. They could have waited a few months for Congress to approve the infrastructure funding.

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The increases will be a hardship on the homeowners. Bridgeport currently has the highest foreclosures and eviction in the State. This vote shows their concern for their fellow constituents.

Kelvin Ayala
333 State Street, Apt. 702
Bridgeport, CT 06604

WPCA.

Mr. Ayala said that he agreed with the previous speakers. He said that the Council Members were aware of the American Rescue Plan funding that could be used for sewer repairs and the upcoming American Jobs Plan. Yet they voted to approve it. They should be ashamed. The Council is in charge. The Mayor, the City Attorney's Office and Ms. Mappa are not the ones that are in charge. The Council is. It shouldn't cost anything to wait a few months.

Mr. Ayala then spoke about the streets that have combined sewer and storm water pipes and said that there would be funding released in 2021. He said that they should be aware what has already been bonded and mentioned alternative methods like bioswales, permeable sidewalks, vegetation and other methods to mitigate storm water. The developers in town know about it because they are required by OPED to give a water run off plan. Their reluctance to provide alternative mitigation plans is a red flag.

He also mentioned a Resiliency Project on the South End. The impact of that project when completed will mitigate a major portion of storm water run-off. He asked what the percentage it would diverse from the West End plant.

The Council has been led down the wrong road and are not asking the proper questions from the professionals in the room. They need their own legal counsel.

Mr. Ayala said that the Mayor should be ashamed of himself for leading the Council and the elected officials of the City of Bridgeport by chiming in on this issue.

Michele Smalls
10 Mencil Circle
Bridgeport, CT 06610

WPCA.

Ms. Smalls said that she would like to thank Council Member DeFilippo, Council Member Brown, and Council Member Castillo for voting against the WPCA loan. The rest of the Council should be ashamed of themselves. By 2027, there will be a 50% increase in the WPCA charges. This is ridiculous for the Council to put the residents in this situation. Have they exhausted every State and Federal grant before putting this on the resident. Bridgeport has the highest crime rate, the highest taxes and the highest evictions.

Chris Caruso
208 Beechmont Avenue
Bridgeport, CT 06606

WPCA.

Council Member Pereira stated that Mr. Caruso had informed her that he had withdrawn his request to speak.

ADJOURNMENT

Council President Nieves adjourned the public speaking at 7:05 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, APRIL 19, 2021

7:00 P.M.

This meeting was conducted by teleconference.

The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:10 p.m.

PRAYER

Mayor Ganim asked Council Member McBride-Lee to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council Member Newton to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Denese Taylor-Moye, Jorge Cruz
132nd District: Marcus Brown, M. Evette Brantley
133rd District: Michael DeFilippo, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Alfredo Castillo, Avelino Silva
137th District: Maria Valle, Aidee Nieves
138th District: Maria Pereira, Samia Suliman
139th District: Eneida Martinez, Ernest Newton

A quorum was present.

46-20 Public Hearing re: Proposed Resolution seeking Approval of a Lease of City Property on the Site of the Former Pequonnock Apartments to allow the installation of a Digital Billboard to support the Harbor Yard Amphitheater Project.

Mayor Ganim announced that he was opening a hearing on the Proposed Resolution seeking Approval of a Lease of City Property on the Site of the Former Pequonnock Apartments to allow the installation of a Digital Billboard to support the Harbor Yard Amphitheater Project at 7:14 p.m.

Council Member Newton said that they had just concluded a Joint Meeting with ECD&E and Contracts. He explained that Atty. Pacacha was present to speak about the item and that the item has to go for additional approvals.

Mr. Kelvin Ayala addressed the Council regarding the parcel. He said that the City had taken two decades to gain control over the parcel and he wished to know why they would allow a private lessee to use it for advertisement. This goes against the Master Plan. It is a prime parcel. The OPED staff should be ashamed of themselves and it is not the best use of the land. CT DOT has plans and the plans have to be approved by the State. OPED should know better. Mr. Saffan is a tenant on City property. Doing anything that would jeopardize an RFP is wrong.

Council Member Newton said that the sign was not on the property where they want to put the future development.

Council Member Pereira said that she agreed with Mr. Ayala 100%. She said that she did not know how they were having a hearing on an amended lease that was amended five minutes before this meeting started and had not been made public. It is a violation of the law and Governor's Executive Order 7B. She said that this was a lawless administration and she would be contacting Hartford about this.

Council Member Brantley stated that the concerns that Council Member Pereira had expressed had been addressed in the prior meeting.

Mayor Ganim asked if there was anyone else who wished to speak. Hearing none, he closed the meeting at 7:24 p.m.

PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

58-20 Request from OPED to Order a Public Hearing for May 17, 2021 at 7:00 p.m. re: Proposed Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED AGENDA ITEM 58-20 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR MAY 17, 2021 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING A LEASE AGREEMENT FOR A PORTION OF 80 HASTINGS STREET TO ALLOW FOR AN OUTDOOR TASTING AND PICNIC AREA FOR FIFTH STATE DISTILLERY.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that she did not know how the Council could have a hearing before they have sent it to the Committee. This is not transparent and is dishonest.

**** THE MOTION TO APPROVE AGENDA ITEM 58-20 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR MAY 17, 2021 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING A LEASE AGREEMENT FOR A PORTION OF 80 HASTINGS STREET TO ALLOW FOR AN OUTDOOR TASTING AND PICNIC AREA FOR FIFTH STATE DISTILLERY PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

59-20 Request from OPED to Order a Public Hearing for May 17, 2021 at 7:00 p.m. re: Proposed Resolution Authorizing Disposition of Four (4) City-Owned Properties.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 59-20 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR MAY 17, 2021 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING DISPOSITION OF FOUR (4) CITY-OWNED PROPERTIES.**

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

Council Member Pereira repeated her earlier statement that she did not know how the Council could have a hearing before they have sent it to the Committee. This is not transparent and is dishonest.

**** THE MOTION TO APPROVE AGENDA ITEM 59-20 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR MAY 17, 2021 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING DISPOSITION OF FOUR (4) CITY-OWNED PROPERTIES PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 15, 2021

**** COUNCIL PRESIDENT NIEVES MOVED THE MINUTES FOR THE COUNCIL MEETING FOR MARCH 15, 2021.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** COUNCIL PRESIDENT NIEVES MOVED TO AMEND THE MINUTES AS FOLLOWS:**

Pete Spain
280 Grovers Avenue
Bridgeport, CT 06605

WPCA Sanitation
Infrastructure.

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Mr. Spain urged everyone to vote in favor regarding Agenda Item 24-20 for upgrading the sewer processing plants. There has been a major change and progressive leadership at the WPCA along with the support of many of the City Council Members. He noted that the State representatives were also in support of the infrastructure projects. He added that there were also unprecedented amounts of Federal funding grants for infrastructure. Allowing the Harbor and shoreline of Bridgeport to become polluted is not right. He added that if the Council denied this vote, the cost will simply increase and the City could possibly lose their place in line for Federal Funding.

Mr. Spain submitted the following edits to his comments:

“Mr. Spain urged everyone to vote in favor regarding Agenda Item 24-20 for upgrading the sewer processing plants. He pointed to "3 major POSITIVES" that we have going for us today:

1. First -- Technical leadership at the WPCA.
2. Second -- Excellent Political leadership.
3. Third -- Likely the largest pool of funding sources available to do this project in a generation.

Allowing the Harbor and shoreline of Bridgeport to become polluted is not right. He added that if the Council denied this vote, the cost would simply increase and the City could possibly lose their place in line for Federal Funding.”

It was noted that the minutes that were being considered for approval were from the March 15, 2021 Council meeting. Mr. Spain’s comments occurred at the **April 5, 2021** Council Meeting.

**** COUNCIL PRESIDENT NIEVES MOVED TO WITHDREW HER MOTION TO AMEND THE MINUTES.**

**** THE MOTION TO APPROVE THE MINUTES FOR THE COUNCIL MEETING FOR MARCH 15, 2021 AS SUBMITTED PASSED UNANIMOUSLY.**

ITEMS FOR IMMEDIATE CONSIDERATION:

54-20 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health – Vaccine Equity Partnership Funding (VEPF), FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BRANTLEY MOVED CONSIDER 54-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – VACCINE EQUITY PARTNERSHIP FUNDING (VEPF), FOR IMMEDIATE CONSIDERATION FOR IMMEDIATE CONSIDERATION**

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE 54-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – VACCINE EQUITY PARTNERSHIP FUNDING (VEPF), FOR IMMEDIATE CONSIDERATION
** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

Council Member Pereira said that she never approves of these items because the contract the Mayor and his staff are authorized to sign the documents without Council approval, however she would make an exception this time.

Council Member Burns asked if they had any details about how this would be done. Ms. DeJesus said Ms. Jackson-Shaheed said that they did not know how much they would be receiving in terms of the allocation. It is set up to close the gaps in vaccination and includes partnership with community providing. There will be door to door canvassing and setting up clinics in various zip code areas.

**** THE MOTION PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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49-20 Communication from Library re: Appointment of Marcie J. Patton, PH.D. (D) to the Public Library Board of Directors and Reading Room, referred to Miscellaneous Matters Committee.

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57-20 Resolution presented by Council Member(s) Burns & Nieves re: Proposed submission of the Bridgeport Task Force on Public Safety regarding recommendations and summary, referred to Joint Committee on Budget and Appropriations and Public Safety and Transportation.

**** COUNCIL MEMBER BRANTLEY MOVED TO CONSOLIDATE AND REFER THE FOLLOWING ITEMS:**

48-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH MARCUS STEWART, ET AL, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

49-20 COMMUNICATION FROM LIBRARY RE: APPOINTMENT OF MARCIE J. PATTON, PH.D. (D) TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

55-20 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF RACHEL ROCKWELL (D) TO THE HISTORIC DISTRICT COMMISSION AS AN ALTERNATE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

56-20 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF LASHEA HALL (D) TO THE CIVIL SERVICE COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

58-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A LEASE AGREEMENT FOR A PORTION OF 80 HASTINGS STREET TO ALLOW FOR AN OUTDOOR TASTING AND PICNIC AREA FOR FIFTH STATE DISTILLERY, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

59-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING DISPOSITION OF FOUR (4) CITY-OWNED PROPERTIES, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

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

50-20 RESOLUTION PRESENTED BY COUNCIL MEMBER CRUZ & CO-SPONSOR TAYLOR-MOYE RE: PROPOSED RESOLUTION REQUESTING THAT A SPEED HUMP PILOT PROGRAM STUDY BE CONDUCTED FOR THE INSTALLATION OF SPEED HUMPS LOCATED ON BLACK ROCK AVENUE AND LEWIS STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.

51-20 RESOLUTION PRESENTED BY COUNCIL MEMBER CRUZ & CO-SPONSOR TAYLOR-MOYE RE: PROPOSED RESOLUTION REQUESTING THAT COTTAGE STREET FROM IRANISTAN AVENUE AND PARK AVENUE BE DESIGNATED AS A "ONE-WAY" WITH THE PLACEMENT OF APPROPRIATE SIGNAGE, REFERRED TO BOARD OF POLICE COMMISSIONERS.

52-20 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NEWTON & MARTINEZ RE: PROPOSED RESOLUTION FOR A POLICY TO PREVENT THE WATER POLLUTION CONTROL AUTHORITY (WPCA) FORECLOSURE CRISIS AS STATE AND FEDERAL COVID-19 PANDEMIC FORECLOSURE MORATORIUMS EXPIRE, REFERRED TO ORDINANCE COMMITTEE.

57-20 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) BURNS & NIEVES RE: PROPOSED SUBMISSION OF THE BRIDGEPORT TASK FORCE ON PUBLIC SAFETY REGARDING RECOMMENDATIONS AND SUMMARY, REFERRED TO JOINT COMMITTEE ON BUDGET AND APPROPRIATIONS AND PUBLIC SAFETY AND TRANSPORTATION.

**** COUNCIL MEMBER TAYLOR-MOYE SECONDED.**

**** THE MOTION TO APPROVE PASSED UNANIMOUSLY.**

53-20 Resolution presented by Council Member Cruz & Co-sponsor Castillo re: Proposed resolution for the Education and Social Services Committee to create a task force

to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport, referred to Education and Social Services.

**** COUNCIL PRESIDENT NIEVES MOVED FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 53-20 RESOLUTION PRESENTED BY COUNCIL MEMBER CRUZ & CO-SPONSOR CASTILLO RE: PROPOSED RESOLUTION FOR THE EDUCATION AND SOCIAL SERVICES COMMITTEE TO CREATE A TASK FORCE TO REVIEW AND RECOMMEND SPECIFIC STRATEGIES TO ACQUIRE THE CHARTER AND ASSETS OF THE UNIVERSITY OF BRIDGEPORT, REFERRED TO EDUCATION AND SOCIAL SERVICES.**

**** THERE WAS A SECOND.**

Council Member Taylor-Moye said that she had spoken to her fellow co-Council Member about this. She said that she was not in agreement with other Council Members coming into her District and putting proposals on the table without speaking to her. UB has been a private entity and the City should not be interfering with UB. She attended three meetings and expressed her concerns.

Council Member Castillo said that the reason that this resolution was created to discuss possibly taking over UB after the Moonies. He said that he had a letter from Bertram stating that the University was in good standing but later it came out that UB was going to merge with SHU. He said that they should have a task force in order to understand what is going on at the campus. Goodwin is a two year university and UB is a four year college. Housatonic is a two year college. As elected officials, they simply want to know what is going on. He claimed that Council Member Cruz and Council Member Taylor-Moye had not been told about it. He was not trying to take over anything.

Council Member Cruz said it was not surprising how quick everyone was to shoot this down. There are people who are spreading conspiracy theories because they want a casino. He is against casinos because they create addictions.

Council Member Cruz said that Goodwin College and SHU went behind everyone's back to merge. He asked them to come to a meeting, but they would not come because they had already signed an agreement. If the loan to Goodwin college is not approved, UB will be in trouble. Shame on his colleagues who aren't supporting this. Why couldn't the City bond \$30 million for UB. He said that they were deceived and were still being deceived. He asked why they couldn't have this conversation. If Goodwin doesn't get the loan, the students and professors will be left behind.

Council Member Newton said that in all his years both in the City and State, UB has been a private institution. He said that the resolution had a much wider focus than just a task force. He has never seen the City buy a private institution. There is more to it than setting up a task force. Maybe UB didn't notify the City, it's a private institution. The City has no jurisdiction as to what UB does with its property. For people to think the City Council has that kind of power is wrong. The City Attorney gave opinions and made a ruling that the Council should withdraw this resolution. The resolution makes it sound like the City would purchase UB.

Council Member Pereira said that the motion was for immediate consideration, not to debate the substance of the resolution. There had been a request for a roll call vote.

Council Member Vizzo-Paniccia said that Council Member Newton has mentioned many of her points about private entities, businesses and property. Resolution needs to be in letter form because it doesn't appear that everyone is in support.

Council Member Vizzo-Paniccia said that she did not support this because it is a private institution and the City should not be involved. It should not be on the agenda. UB was not obligated to inform the City of their actions.

Council Member McCarthy said that Goodwin offers graduate programs and therefore is a four year college.

The resolution states that they want to acquire the charter and the assets. The City had no business running UB. People need to be careful because they can get into trouble.

Council Member Brown said that he did not want anyone to think his lack of support was due to what someone said. The resolution said that the City would acquire the charter and the assets. He said that when a business next to him was sold, it was a private deal. He will support any negative action that Goodwin and UB may do, but to assume that there is deceitful actions going on before it happens.

Council Member Taylor-Moye said that she had expressed her feelings to Council Member Cruz. Goodwin did not come to her or to Council Member Cruz about what they were doing. She wasn't told about the meetings that were going on and it was totally unfair. She was not respected by others.

**** THE MOTION FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 53-20 RESOLUTION PRESENTED BY COUNCIL MEMBER CRUZ & CO-SPONSOR CASTILLO RE: PROPOSED RESOLUTION FOR THE EDUCATION AND SOCIAL SERVICES COMMITTEE TO CREATE A TASK FORCE TO REVIEW AND RECOMMEND SPECIFIC STRATEGIES TO ACQUIRE THE CHARTER AND ASSETS OF THE UNIVERSITY OF BRIDGEPORT, REFERRED TO EDUCATION AND SOCIAL SERVICES PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, NIEVES, VALLE, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (CRUZ, CASTILLO, PEREIRA, SULIMAN AND DEFILIPPO).**

**** COUNCIL MEMBER BRANTLEY MOVED TO DENY THE RESOLUTION FOR THE REASONS STATED IN THE OPINION LETTER ISSUED BY THE CITY ATTORNEY'S OFFICE.**

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**** THE MOTION TO DENY AGENDA ITEM 53-20 RESOLUTION PRESENTED BY COUNCIL MEMBER CRUZ & CO-SPONSOR CASTILLO RE: PROPOSED RESOLUTION FOR THE EDUCATION AND SOCIAL SERVICES COMMITTEE TO**

CREATE A TASK FORCE TO REVIEW AND RECOMMEND SPECIFIC STRATEGIES TO ACQUIRE THE CHARTER AND ASSETS OF THE UNIVERSITY OF BRIDGEPORT, REFERRED TO EDUCATION AND SOCIAL SERVICES PASSED WITH PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND TWO (2) OPPOSED (CRUZ, PEREIRA).

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***35-20 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Mental Health and Addiction Services – State Opioid Response Grant Program (#21258).**

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM 35-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES – STATE OPIOID RESPONSE GRANT PROGRAM (#21258).**

**** COUNCIL MEMBER VALLE SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 35-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES – STATE OPIOID RESPONSE GRANT PROGRAM (#21258) WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON); ONE (1) ABSTENTION (CRUZ) AND ONE (1) OPPOSED (PEREIRA).**

MATTERS TO BE ACTED UPON:

36-20 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Transportation Federal Aviation Administration (FAA) – Airport Coronavirus Response Grant Program (ACRGP).

**** COUNCIL MEMBER VALLE MOVED AGENDA ITEM 36-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) – AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP).**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira stated that she was opposed to the last paragraph of the contract which give the Mayor and his staff authority to sign agreements without Council approval.

**** THE MOTION TO APPROVE AGENDA ITEM 36-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: U.S.**

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) – AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

37-20 Public Safety and Transportation Committee Report re: Grant Submission: The Justice Center – Project Safe Neighborhoods (#21485).

**** COUNCIL MEMBER VALLE MOVED AGENDA ITEM 37-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: THE JUSTICE CENTER – PROJECT SAFE NEIGHBORHOODS (#21485).**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira stated that she was opposed to the last paragraph of the contract which give the Mayor and his staff authority to sign agreements without Council approval.

**** THE MOTION TO APPROVE AGENDA ITEM 37-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: THE JUSTICE CENTER – PROJECT SAFE NEIGHBORHOODS (#21485) PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

44-20 Public Safety and Transportation Committee Report re: The Sikorsky Memorial Airport Environmental Assessment Acceptance of Federal Aviation Administration (FAA) Grants.

**** COUNCIL MEMBER VALLE MOVED AGENDA ITEM 44-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: THE SIKORSKY MEMORIAL AIRPORT ENVIRONMENTAL ASSESSMENT ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) GRANTS.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira stated that she was opposed to the last paragraph of the contract which give the Mayor and his staff authority to sign agreements without Council approval.

**** THE MOTION TO APPROVE AGENDA ITEM 44-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: THE SIKORSKY MEMORIAL AIRPORT ENVIRONMENTAL ASSESSMENT ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) GRANTS PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

39-20 Contracts Committee Report re: Partial Release Agreement with Connecticut Green Bank regarding the Commercial Property Assessed Clean Energy (C-PACE) Program from 2012.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 39-20 CONTRACTS COMMITTEE REPORT RE: PARTIAL RELEASE AGREEMENT WITH CONNECTICUT GREEN BANK REGARDING THE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM FROM 2012.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

40-20 Contracts Committee Report re: Tentative Agreement with American Federation of State, County, and Municipal Employees (AFSCME) Local 1522, Council 4 regarding their Collective Bargaining Agreement, DENIED.

**** COUNCIL MEMBER MCCARTHY MOVED TO REJECT THE NEGATIVE REPORT AND APPROVE THE TENTATIVE AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1522, COUNCIL 4 REGARDING THEIR COLLECTIVE BARGAINING AGREEMENT.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member McCarthy said that there had been an issue about the figures. The OPM Director was on the call to clarify the questions.

Mr. Nkwo said that OPM submits the financial analysis to the Council. The spreadsheet indicates the increase percentage for the contract.

Council Member Pereira said that it wasn't a minor discrepancy. The report said that it was \$4.6 million but Mr. Nkwo said that it was \$2.1 million. People are paid a lot of money to do their job and having a mistake of this magnitude is not acceptable.

Council Member Newton said that Mr. Nkwo has said at the budget meeting that he knows what the contracts were and he budgets for the increases. Those who have been on Contracts know that the money is already allocated.

**** THE MOTION TO REJECT AGENDA ITEM 40-20 CONTRACTS COMMITTEE REPORT RE: TENTATIVE AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1522, COUNCIL 4 REGARDING THEIR COLLECTIVE BARGAINING AGREEMENT, DENIED PASSED WITH EIGHTEEN (18) IN FAVOR ((BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) AND TWO (2) ABSTENTIONS (LYONS AND HERRON).**

Council Member Newton explained that the Council had just voted to reject the Committee's denial.

**** COUNCIL MEMBER NEWTON MOVED TO ACCEPT AGENDA ITEM 40-20 CONTRACTS COMMITTEE REPORT RE: TENTATIVE AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1522, COUNCIL 4 REGARDING THEIR COLLECTIVE BARGAINING AGREEMENT FOR APPROVAL.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO ACCEPT AGENDA ITEM 40-20 CONTRACTS COMMITTEE REPORT RE: TENTATIVE AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1522, COUNCIL 4 REGARDING THEIR COLLECTIVE BARGAINING AGREEMENT PASSED WITH EIGHTEEN (18) IN FAVOR ((BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) AND TWO (2) ABSTENTIONS (LYONS AND HERRON).**

**** COUNCIL MEMBER MCCARTHY TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA REGARDING A REFERRAL OF AN AMENDMENT REGARDING AN SHU SCORE BOARD.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MCCARTHY MOVED TO REFER AN AMENDMENT ITEM INVOLVING A SHU SCORE BOARD TO THE PARKS COMMISSION.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY. (ITEM #60-20 Ref. #119-13)**

(OFF THE FLOOR)

Council Member McBride-Lee said that during the Budget Committee the Co-chairs had laid down some ground rules regarding the Council Members' conduct. She said that she was sad in church because the people who are coming before the Commission should not be disrespected by the Council Members. Asking a question is one thing, but putting people down is wrong and saying the staff aren't doing their job is wrong. She said that Mr. Nkwo was doing a great job and his job is very challenging. There are some that can't count to 20 but think they can do his job better than Mr. Nkwo can. It is important to be respectful. Being disrespectful is uncalled for, and unnecessary.

Mayor Ganim said that the Department Heads have to provide information but they should not be abused. The best way to move things forward is to have respectful dialogue.

The Council then moved to consider the CDBG funding. Due to conflicts of interest, the following Council Members left the meeting: Council Member Burns, Council Member Brantley, Council Member Lyons, Council Member Suliman and Council Member Newton.

23-20 Special Committee on CDBG Report re: Program Year 47 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership and Housing Opportunities for Persons with AIDS (HOPWA).

**** COUNCIL MEMBER VALLE MOVED TO APPROVE AGENDA ITEM 23-20 SPECIAL COMMITTEE ON CDBG REPORT RE: PROGRAM YEAR 47 ANNUAL ACTION PLAN: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); HOMELESS EMERGENCY SOLUTIONS GRANT (HESG); HOME INVESTMENT PARTNERSHIP AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA).**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that the Federal law requires that the manual states that it goes to ECD&E to hold two hearings, followed by meetings. She listed the remaining process required under Federal Law and would like clarification.

Council President Nieves said that there were public hearings, and deliberations were held along with opportunity for the public to give input.

Council Member Pereira added that ESG and HOPWA decisions were made by a group that was not lawful.

Council Member Pereira asked when ECD&E complied with the regulations in the Policy and Procedures.

Ms. Miller said that the items were brought before the ECD&E Committee but there were too many conflicts.

Council Member Pereira said that under Federal Law, it must be followed to the letter of the law.

Council Member Pereira said that the applications were to be filed by February 12th. The Orcutt Boys and Girls Club were informed that his application was not eligible because he only had two bids. St. Mark's Daycare was also disqualified for the same reason. The McGiveney Center only submitted two bids.

Ms. Miller said that when the McGiveney staff had sent their application they realized they had sent it in with a duplicate form. They immediately contacted her They tried to upload the third one, but were unable to. They delivered the form to Ms. Miller and she tried to upload it. It did upload, but only the staff was able to see the corrected form.

Council President Nieves said that Ms. Miller had explained this issue adequately during the meetings.

Council Member Pereira said that she would be filing with the State Attorney General about this.

**** COUNCIL MEMBER BROWN MOVED TO MAKE A MINOR ALLOCATION ADJUSTMENT AS FOLLOWS:**

**DECREASE MAYOR'S CONSERVATION CORPS BY \$5,000
INCREASE ACCESS EDUCATION BY \$5,000**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Valle asked Council Member Brown to explain. Council Member Brown said that they had spoken about STEM education and these were keys to success for black and brown communities. Students often go on to pursue degrees in the STEM areas. He said that he felt \$20,000 was an appropriate amount.

Council Member Taylor-Moye said that the STEM program has worked well in her community and in the PT community. She said that the students in the public housing were benefiting through this type of program. They were engaged with the curriculum and happy. She support this change.

Council Member DeFilippo said that he would hope people would reconsider giving a basketball program some money. Things got blurred when they started taking kids to Derby, but that was because of COVID.

Council Member DeFilippo asked the Committee to reconsider Orcutt funding.

Council Member McBride-Lee asked if the Conservation Corps was geared for young people. Ms. Miller said that they hire low income youth in the City during the spring and summer. Council Member McBride-Lee said that she did not see how they should cut jobs for low income youth.

Council Member Pereira said that the program that Council Member DeFilippo spoke about was given \$10,000. She said for the record that the STEM program is run by a family member of Council Member Brantley and Council Member Pereira wanted to place that on the record.

Council Member Vizzo-Paniccia said that the changes that were being recommended to the Committee or given to Council President Nieves and the co-chairs.

Council Member Vizzo-Paniccia said that Orcutt Boys and Girls Club had a recent sale. She wished to know where the funding from that sale went.

Council Member Brown said that he wished to address Council Member Pereira's comments about his Co-council Member whose family member runs the program. Council Members are often friends. However, what they are pushing for economic freedom and education for Bridgeport's students.

Regarding Council Member McBride-Lee said that she was not married to the idea of reducing the Mayor's Conservation Corps, and would welcome another suggestion.

Council Member Cruz asked if they could help the two disqualified applicants. Ms. Miller said that they could not approve funding for the disqualified applications.

Ms. Miller said that the Orcutt did not get Public Service funding, because they did not submit some documentation. The Public Facilities was for an elevator but it was a historic building. They needed architectural plans and these had been requested.

Council Member Valle said that she understood the STEM program. She said that the Committee had voted on certain amounts to allocate to the applicants. She asked why these things were being changed now. The ECD&E co-chairs were not contacted. This is not fair.

Council President Nieves said that she understood and explained that the Senior Centers did not apply this year.

Council Member Martinez said that this question was for Ms. Miller. She asked to see a copy of the requirement for three bids. She said that she believes that it was implemented to make sure that some projects were not overbid or underbid. However, she did not think it was a requirement for disqualification. Council Member Martinez said that she believed the Daycare should have received some funding.

Ms. Miller said that St. Mark's missed the original deadline for technical assistance. She said that she had made herself available for a second assistance. The three quotes were not a Federal requirement. This was put into place because some agencies had not been asking for enough money for the project. Ms. Miller said that she had spoken with the head of the agency and she had not received the quotes.

Council Member Castillo said that he would like to help the Orcutt Boys Club and his focus is on the kids. He asked about following up on the process regarding last year's CDBG funding for the elevator. He needs approval from the Historical Association. He spoke about how the pool was not functional and one of the contractors were going to bid on it.

Ms. Miller said that the conversation with Mr. Keeley and Mr. Nelson was that they were focused on the cameras and repairing front steps. She said that she had spoken with Charles about the bid which was over \$900,000 and it would be easier to get approval from SHPO (Connecticut's State Historic Preservation Office). The Orcutt staff were asked to put together a project management plan and it was never done. Ms. Miller said that there was another project that SHPO had denied a project because it did not meet their requirements. The staff had to redesign the project.

Ms. Miller said that the last three applications were for the same thing. Council Member Castillo said that Ms. Miller was insulting his intelligence. The application was for the pool pump. He said that he would like to see how they could move the project forward.

Council President Nieves said that Ms. Miller had spoken to Mr. Keeley and Mr. Nelson had stated that they wanted to fix the steps and the security cameras. They are the operators of the facility.

Council Member Herron said that when she was first on the Council, there was a bidding process and then another department director eliminated. Ms. Miller brought the process back.

Council Member Herron said that she had some concerns about all these changes and objections that were not brought up during the meetings.

Council Member Pereira said that she would like to know when the McGivney Center received the document. Council President Nieves said that Ms. Miller had received the document. Council Member Pereira had several questions about how the document was delivered and when it was dated. She said that she would be making a comprehensive complaint and this would be part of it.

Council Member McCarthy said that he did not know what to say and requested not to be included on this again due to the bickering. They should leave it up to Citizen's Union and not be involved.

**** THE MOTION TO MAKE A MINOR ALLOCATION ADJUSTMENT AS FOLLOWS:**

**DECREASE MAYOR'S CONSERVATION CORPS BY \$5,000
INCREASE ACCESS EDUCATION BY \$5,000**

PASSED WITH TWELVE (12) IN FAVOR (NIEVES, CRUZ, HERRON, TAYLOR-MOYE, CASTILLO, VIZZO-PANICCIA, VALLE, SILVA, MCCARTHY, MARTINEZ, BROWN AND DEFILIPPO) AND THREE (3) OPPOSED (MCBRIDE-LEE, PEREIRA AND ROMAN-CHRISTY).

**** COUNCIL MEMBER CRUZ MOTION TO APPROVE AGENDA ITEM 23-20 SPECIAL COMMITTEE ON CDBG REPORT RE: PROGRAM YEAR 47 ANNUAL ACTION PLAN: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); HOMELESS EMERGENCY SOLUTIONS GRANT (HESG); HOME INVESTMENT PARTNERSHIP AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) AS AMENDED.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 23-20 SPECIAL COMMITTEE ON CDBG REPORT RE: PROGRAM YEAR 47 ANNUAL ACTION PLAN: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); HOMELESS EMERGENCY SOLUTIONS GRANT (HESG); HOME INVESTMENT PARTNERSHIP AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) AS AMENDED PASSED WITH THIRTEEN (13) IN FAVOR (NIEVES, CRUZ, HERRON, TAYLOR-MOYE, CASTILLO, VIZZO-PANICCIA, VALLE, ROMAN-CHRISTY SILVA, MCCARTHY, MARTINEZ, BROWN AND DEFILIPPO) AND TWO(2) OPPOSED (MCBRIDE-LEE, AND PEREIRA).**

ADJOURNMENT

- ** COUNCIL MEMBER CRUZ MOVED TO ADJOURN.**
- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:32 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday evening, April 19, 2021** beginning at **7:00 p.m.**, relative to the following item listed below. The Public Hearing will be conducted by Zoom/Teleconference. The public may dial in to this meeting by calling the following conference line and then entering the conference code:

Dial In Number: (929) 436 2866
Meeting ID: 381 083 245

Proposed Resolution Seeking Approval of a Lease of City Property on the Site of the former Pequonnock Apartments to allow the installation of a digital Billboard to support the Harbor Yard Amphitheater Project. [46-20]

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

1 Edition, Connecticut Post:

PLEASE PUBLISH ON (Thursday, April 8, 2021)

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

Account #: 111171

PO: 21000449-00

Dated: April 6, 2021

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members

Mayor Joseph P. Ganim

J. Hawkins, CAO

J. Gomes, Assistant CAO

D. Shamas, Chief of Staff

T. Gaudett, Mayor's Aide

R. Christopher Meyer, City Attorney

M. Anastasi, Esquire,

E. Adams, Dir., Government Accountability & Integrity

T. Gill, Director, OPED

B. Coleman, Deputy Director, OPED

R. Pacacha, Esq. of Counsel to the City Attorney's Office



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 54-20
Submitting Department / Contact Name: Central Grants Office / Isolina DeJesus, Director
Subject: Grant Submission: re Resolution – State of Connecticut Department of Public Health – Vaccine Equity Partnership Funding (VEPF).
Referred to Committee: Immediate Consideration
City Council Date: April 19, 2021

Attest:

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

4/29/21

Date

COMM.. #54-20 Ref'd for IMMEDIATE CONSIDERATION on 04/19/2021

April 13, 2021

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

RE: Resolution – State of Connecticut Department of Public Health – Vaccine Equity Partnership Funding (VEPF)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Public Health – Vaccine Equity Partnership Funding (VEPF)**. Execution of the agreement must occur immediately to implement the program in response to the current public health crisis. We respectfully request that this be added as an item to the City Council’s meeting agenda on Monday, April 19, 2021 for **IMMEDIATE CONSIDERATION** to immediately execute the grant award upon receipt.

The Health Department was notified on Monday, April 5, 2021 of funding made available through the Department of Public Health for vaccine equity work. Funding will be made available to municipalities who apply, and applications are due April 15th. DPH expects to provide awards the week of 4/26/21, with the expectation that work will begin by May 1st.

If you have any questions or require additional information, please contact me at 203-576-7484 or isolina.dejesus@Bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Public Health-Vaccine Equity Partnership Funding

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Isolina DeJesus**

PHONE NUMBER: **203-576-7134**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Department of Health and Social Services is seeking funding made available through the Department of Public Health Vaccine Equity Partnership Funding (VEPF) program. This program is designed to address the inequities in the deployment of the vaccine in communities of color and vulnerable populations across Connecticut. The State budget for VEPF program is \$33.3 million. The grant amounts to be received by each eligible local health department is based on the detailed level of programming, High SVI (Social Vulnerability Index), and demographic. The VEPF program is non-competitive and locally directed. The funding will be made available to all local health departments/districts who apply and who have formed a partnership with a minimum of 1 provider partner and 1 community group partner.

As required, the Health Department intends to enhance/develop Equity Partnerships for COVID-19 vaccination with community organizations and providers with connections to communities of color and vulnerable populations. Activities include conducting door to door canvassing, promoting and hosting mobile vaccination clinics, and expanding the City's vaccination media campaign. Efforts will be targeted in the 06607, 06608 and Hollow neighborhoods.

CONTRACT PERIOD: 5/1/2021-8/30/2021 (4-month grant)

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 510,243.00 (approximation)
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED YEAR 1	
Salaries/Benefits:	\$ 0
Contractual:	\$
Technology:	\$
Communications:	\$

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health
Vaccine Equity Partnership Funding (VEPF)**

WHEREAS, the State of Connecticut Department of Public Health has set aside \$33.3 million to support local public health efforts in response to COVID-19 in Connecticut; and

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Public Health Vaccine Equity Partnership Funding**; and

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

WHEREAS, funds under this agreement are allocated based on the detailed level of programming, and High SVI (Social Vulnerability Index), and demographic; and

WHEREAS, the intended use of funds is to enhance/develop Equity Partnerships for COVID-19 vaccination with community organizations and providers with connections to communities of color and vulnerable populations. Activities include conducting door to door canvassing, promoting and hosting mobile vaccination clinics, and expanding the City's vaccination media campaign. Efforts will be targeted in the 06607, 06608 and Hollow neighborhoods.; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to address COVID-19 vaccination equities by a grassroots movement of community engagement.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of the **Vaccine Equity Partnership Funding (VEPF)**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Public Health- Vaccine Equity Partnership Funding (VEPF)** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Ortiz, Frances

From: Valle, Maria
Sent: Tuesday, April 13, 2021 4:52 PM
To: Gaudett, Thomas
Cc: DeJesus, Isolina; Nieves, Aidee; Ortiz, Frances; Brantley, Mary E.; Jackson-Shaheed, Ebony; Papa, Tammy
Subject: Re: COVID-19 Vaccine Equity Rapid Grant Funding For Local Health Departments/districts and Community Organizations

It will be introduced for immediate consideration

Sent from my iPhone

On Apr 13, 2021, at 4:27 PM, Gaudett, Thomas <Thomas.Gaudett@bridgeportct.gov> wrote:

I'm good on my end. Aidee?

-Tom

From: DeJesus, Isolina <Isolina.DeJesus@Bridgeportct.gov>
Sent: Tuesday, April 13, 2021 4:25 PM
To: Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>; Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>; Valle, Maria <Maria.Valle@Bridgeportct.gov>; Brantley, Mary E. <Mary.Brantley@bridgeportct.gov>
Cc: Jackson-Shaheed, Ebony <Ebony.Jackson-Shaheed@Bridgeportct.gov>; Papa, Tammy <Tammy.Papa@Bridgeportct.gov>
Subject: FW: COVID-19 Vaccine Equity Rapid Grant Funding For Local Health Departments/districts and Community Organizations

Good afternoon,

You may recall me providing a heads up on the attached item requiring immediate consideration at the 4/19/2021 City Council meeting (please refer to my email below).

Please advise if you approve of the item being placed on the agenda for immediate consideration. Thank you.

Isolina DeJesus
City of Bridgeport
Office of Central Grants
Phone: (203) 576-7134
isolina.dejesus@bridgeportct.gov

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From: Oliveira, Melissa <Melissa.Oliveira@Bridgeportct.gov>
Sent: Tuesday, April 13, 2021 4:20 PM
To: Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>
Cc: DeJesus, Isolina <Isolina.DeJesus@Bridgeportct.gov>; Agenda, Council <Council.Agenda@Bridgeportct.gov>
Subject: FW: COVID-19 Vaccine Equity Rapid Grant Funding For Local Health Departments/districts and Community Organizations

Hi Tom,

As you may recall, Isolina sent you an email regarding immediate consideration (please see below). Please see attached resolution.

Thank you,

Melissa Oliveira
OPM Analyst
Central Grants Office
999 Broad St. Bridgeport, CT 06604
Phone- 203-332-5665

From: DeJesus, Isolina <Isolina.DeJesus@Bridgeportct.gov>
Sent: Tuesday, April 13, 2021 4:00 PM
To: Oliveira, Melissa <Melissa.Oliveira@Bridgeportct.gov>
Subject: FW: COVID-19 Vaccine Equity Rapid Grant Funding For Local Health Departments/districts and Community Organizations

Isolina DeJesus
City of Bridgeport
Office of Central Grants
Phone: (203) 576-7134
isolina.dejesus@bridgeportct.gov

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From: DeJesus, Isolina
Sent: Thursday, April 8, 2021 4:54 PM
To: Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>; Nieves, Aidee

<Aidee.Nieves@bridgeportct.gov>; Valle, Maria <Maria.Valle@Bridgeportct.gov>; Brantley, Mary E. <mary.brantley@bridgeportct.gov>; Trachtenburg, Lisa <Lisa.Trachtenburg@Bridgeportct.gov>; Toms, Tyisha <Tyisha.Toms@Bridgeportct.gov>

Cc: Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>; Meyer, RChristopher <RChristopher.Meyer@Bridgeportct.gov>; Jackson-Shaheed, Ebony <Ebony.Jackson-Shaheed@Bridgeportct.gov>; Papa, Tammy <Tammy.Papa@Bridgeportct.gov>; Shamas, Daniel <Daniel.Shamas@Bridgeportct.gov>; Hawkins, Janene <Janene.Hawkins@Bridgeportct.gov>; Gomes, John <John.Gomes@Bridgeportct.gov>; Nkwo, Nestor <Nestor.Nkwo@Bridgeportct.gov>
Subject: FYI: COVID-19 Vaccine Equity Rapid Grant Funding For Local Health Departments/districts and Community Organizations

Good afternoon,

Per attached, last week the Health Department was notified of funding available through the Department of Public Health for vaccine equity work. We attended the informational session on this past Monday and are working on application which is due April 15th. DPH expects to send award documents the week of 4/26, with the expectation that work will begin by May 1st. This is going to be about \$500K to be expended in four months May – August. We are expanding our existing partnerships to carry out the work.

City Council/City Clerk: this is going to require immediate consideration at the 4/19 meeting. We will submit to the Clerk by next Wednesday's deadline

Legal: We will need immediate review of the contract documents and subcontracts with our providers drafted and executed.

Please let me if you have any questions or concerns.

Isolina DeJesus
City of Bridgeport
Office of Central Grants
Phone: (203) 576-7134
isolina.dejesus@bridgeportct.gov

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From: Papa, Tammy <Tammy.Papa@Bridgeportct.gov>
Sent: Wednesday, March 31, 2021 1:01 PM
To: Jackson-Shaheed, Ebony <Ebony.Jackson-Shaheed@Bridgeportct.gov>
Cc: DeJesus, Isolina <Isolina.DeJesus@Bridgeportct.gov>
Subject: FW: COVID-19 Vaccine Equity Rapid Grant Funding For Local Health Departments/districts and Community Organizations

Please take a look. This is a non competitive grant opportunity to address inequities among vaccine recipients. It will require an application process with

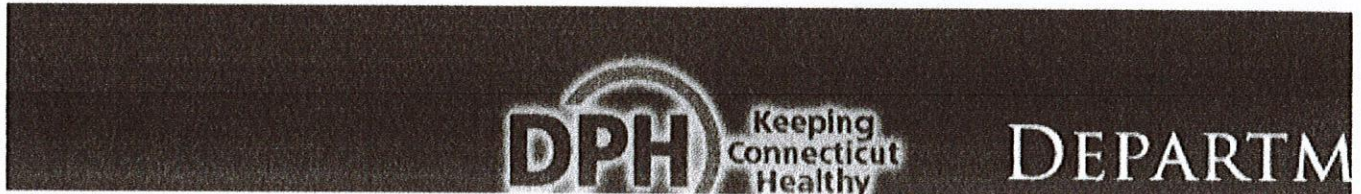
partnerships. I don't think we can let this one escape us as the state is looking closely at major cities.

From: OLHA.DPH@ct.gov <noreply@everbridge.net>

Sent: Wednesday, March 31, 2021 12:15 PM

To: Papa, Tammy <Tammy.Papa@Bridgeportct.gov>

Subject: COVID-19 Vaccine Equity Rapid Grant Funding For Local Health Departments/districts and Community Organizations



To: All Local Director and Acting Directors of Health
From: Commissioner Gifford

Please see the attached important memo from the Department of Public Health.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola

Lawrence A. Ouellette, Jr.

Dina A. Scalo
Eroll V. Skyers
Tyisha S. Toms
Lisa R. Trachtenburg

April 1, 2021



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

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE
Proposed Settlement of Pending Litigation in the Matter of
Marcus Stewart, et al. v. Leonard Altiero, et al - 3:19cv1266 (RNC)

Dear Councilpersons:

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Richard G. Kascak, Jr. – contact info. above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** The plaintiff is claiming the defendant officer negligently and intentionally used unreasonable force in an incident occurring on October 22, 2017 at 980 Railroad Avenue, Bridgeport, CT.
- f. **Council Action Requested:** Approval of request for settlement.
- g. **Financial Impact Analysis:** Total cost to the City will be a total of \$21,500.00 to be paid to Attorney Robert Berke of 640 Clinton Avenue, Bridgeport in his capacity as Trustee for Luis Nunez.
- h. **Funding Budget-Line:** The settlement payment will be made from the City Attorney Office Operating Budget Line-Item “*Personal Property Claims Atty. #01-01-006-060-000-53010*”.

ATTEST
CITY CLERK

21 APR -5 AM 10:14

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Page Two

i. Proposed Motion: Motion to authorize and approve payment of \$21,500.00 in full and final settlement of Marcus Stewart, et al. v. Leonard Altierio, et al - 3:19cv1266 (RNC).

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Christopher Meyer".

R. Christopher Meyer
City Attorney

cc: Lydia Martinez, City Clerk
Richard G. Kascak, Jr., Esq.

BRIDGEPORT LIBRARY

925 Broad Street ♦ Bridgeport, CT 06604 ♦ (203) 576-7400

Board of Directors

James E. O'Donnell
President
Kenya Osborne-Gant
Vice President
Thomas R. Errichetti
Secretary / Treasurer
Anne Cunningham
Assistant Secretary
Jeanette Muñoz Allam
Denise Clemons
Donald W. Greenberg
Hon. William Holden
Marcie J. Patton*

(* appointed pending
City Council approval)

Directors Emeriti

John A. Arcudi*
Adele Jacobson*
Edward L. Kelley*
Helen Liskov*
John Phelan
Hon. George A. Saden*
Zane Yost*

(* deceased)

April 7, 2021

The Honorable City Council
c/o The Office of the City Clerk
ATTN: Frances Ortiz
45 Lyon Terrace, Room
Bridgeport, CT 06604

Re: Appointment of Marcie J. Patton, Ph.D. to Board of Directors of
The Bridgeport Public Library and Reading Room

Dear Council Members:

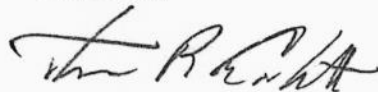
As previously reported by letter dated February 3, 2021, please be advised that, in accordance with state law as incorporated in Chapter 16, Section 1(c) of the Bridgeport City Charter, Dr. Marcie J. Patton was appointed by unanimous vote of the Library Directors at its regular meeting of the Board of Directors of the Bridgeport Public Library and Reading Room on January 20, 2021 to serve as a Director for the remainder of the term vacated by former Director Sauda Efia Baraka ending June 30, 2021 and until her successor has been appointed and qualified. Dr. Patton is a Democrat elector of Bridgeport and her contact information is:

Marcie J. Patton, Ph.D.
309 Courtland Ave
Bridgeport, CT 06605
Telephone: (207) 380-2234
Email: mpatton@fairfield.edu

Her Personal History Form, Nominee Disclosure Form and a copy of her driver's license have been submitted and we are informed that her appointment will be reviewed by the Ethics Commission at its April 14th meeting.

As you know the Trust of Judge George A. Saden imposes restrictions that place the income from his bequest in jeopardy if City Council approval of Library Board appointments is not made within two months. For that reason, your prompt review and approval of this appointment to avoid loss of the needed Saden Trust funds is much appreciated.

Sincerely,



Thomas R. Errichetti
Secretary / Treasurer

Copy via Email to:

Council President, Aidee Nieves
(Aidee.Nieves@bridgeportct.gov)
Council Library Liaison, Rosalina Roman-Christy
(Rosalina.Roman-Christy@bridgeportct.gov)
Director of Legislative Affairs, Constance Vickers
(Constance.Vickers@Bridgeportct.gov)

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM
Mayor

Comm. #55-20 Ref'd to Miscellaneous Matters Committee on 4/19/2021

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim
DATE: April 7, 2021
RE: Boards & Commissions

Please place the following name on the April 19, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Historic District Commission**: *As an alternate*

Rachel Rockwell (D)
137 Fayerweather Terr
Bridgeport, CT 06605

This term shall expire on 10/1/2024.

JPG/cv

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OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM
Mayor

Comm. #56-20 Ref'd to Miscellaneous Matters Committee on 4/19/2021

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim 
DATE: April 7, 2021
RE: Boards & Commissions

Please place the following name on the April 19, 2021 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Civil Service Commission**:

LaShea Hall (D)
141 Thorne St
Bridgeport, CT 06606

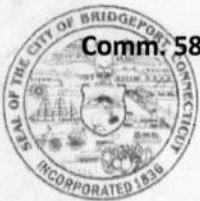
This term shall expire on 10/1/2024.

JPG/cv

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CITY CLERK

21 APR 14 AM 11:45

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Comm. 58-20 Referred to Joint Committee on Contracts and ECDE on 4/19/2021.

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

April 14, 2021

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

**Re: Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street
To Allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery**

Request for Referral to Joint Contracts/ECDE Committee for Tuesday, May 11, 2021

Request for a Public Hearing Before the Full Council on Monday, May 17, 2021

Dear City Clerk and Honorable Members of the City Council:

For the Council's consideration and placement on its agenda of Monday, April 19, 2021, the attached resolution would authorize the attached lease agreement with Fifth State Distillery.

This item is for referral to the Joint Contracts and ECDE Committee, which we respectfully request be convened for Tuesday, May 11, 2021.

This item will require a public hearing, which we respectfully request be ordered for the full City Council meeting of Monday, May 17, 2021.

Should the item be approved by the Joint Committee, we would ask that it then be placed before the full Council for a final vote on Monday, June 7, 2021.

A favorable Ch. 8-24 report is being requested contemporaneously herewith from the Planning & Zoning Commission and is expected to be received on Tuesday, June 1, 2021, prior to the Council's final vote.

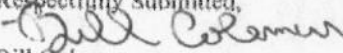
This item must be publicly noticed per the provisions of the Governor's Executive Order 71, as follows:

First publication – On the City's website and posted in the City Clerk's Office no more than 15 days and no fewer than 10 days before the public hearing;

Second publication – On the City's website and posted in the City Clerk's Office no fewer than 2 days before the public hearing;

Such notice must remain until the City Council has acted on the matter.

Respectfully Submitted,


Bill Coleman
Deputy Director

C: Thomas Gill, Director
Associate City Attorney Tyisha Toms, Esq.

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**RESOLUTION AUTHORIZING A LEASE OF CITY-OWNED PROPERTY
AT 80 HASTINGS STREET TO FIFTH STREET DISTILLERY**

WHEREAS, the City of Bridgeport (“City”) acquired a 37,000 sq. ft. abandoned copper-plating industrial plant located at 80 Hastings Street (the “Property”) through a tax lien foreclosure on or about October 16, 2007 and retained AECOM in July 2008 to commence three phases of Environmental Site Assessments, which were completed in January 2009;

WHEREAS, the City completed the demolition of the blighted factory building in April of 2020;

WHEREAS, Southampton Partners LLC dba Fifth Street Distillery, formerly dba Asylum Distillery (“Fifth State”), whose name refers to Connecticut which was the fifth state to join the Union in 1778, is located at 259 Asylum Street where it produces small-batch gins, whiskies and unique flavored vodka made with local non-GMO grains and is stated to be the first distillery to open in Bridgeport since January 1920 (around the start of Prohibition and the ratification of the 18th Amendment); it has been open to the public since May 2016;

WHEREAS, Fifth State, initially expressed an interested in leasing the Property in the Summer of 2020 for a proposed seasonal outdoor tasting area similar to a beer garden; however, the City’s Office of Planning and Economic Development (“OPED”) was still in the process of receiving close-out documentation related to demolition and clean-up;

WHEREAS, the proposed Lease, a copy of which is attached hereto Exhibit A provides the terms and conditions for the use of 3,000 sq. ft. of the Property (referred to therein and herein as the “Leased Parcel”) as a Seasonal Outdoor Tasting Room including the consideration to be received by the City and the City retaining the responsibility for preparing the Leased Parcel for the proposed use – specifically, pouring the concrete slab to encapsulate the patio and fencing, which will separate the Leased Parcel from the rest of the Property; and

WHEREAS, the proposed Seasonal Outdoor Tasting Room will operate April 1st through November 30th at the following times:

Thursdays:	5pm – 9pm
Fridays:	4pm – 9pm
Saturdays:	1pm – 8pm
Sundays:	1pm – 6pm

WHEREAS, the parties believe that the Lease will support: (1) the growth and continuation of Fifth State’s business and (2) the creation of an attraction to Bridgeport; both of which will be financially beneficial to the City, and is in the best interests of the citizens of the City of Bridgeport.

NOW, THEREFORE, BE IT:

RESOLVED, that the use of the Leased Premises pursuant to the terms and conditions of the Lease is hereby approved; and

FURTHER RESOLVED, that the Mayor or the Director of the Office of Planning and Economic Development are hereby authorized to enter into the Lease in substantially the form attached hereto, and, upon consultation with the City Attorney’s Office, are further authorized to take all other actions and do all other things necessary in furtherance of the purposes of and consistent with this resolution and in the best interests of the City of Bridgeport and its citizens.

GROUND LEASE

by and between

CITY OF BRIDGEPORT

and

FIFTH STATE DISTILLERY

Relating to Lease of

Portions of 80 Hastings Street, Bridgeport

Dated as of April __, 2021

LEASE

THIS AGREEMENT made as of the ____ day of _____, 2021, by and between the **CITY OF BRIDGEPORT**, a municipal corporation with a principal place of business at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**Landlord**") and **SOUTHAMPTON PARTNERS LLC, dba FIFTH STATE DISTILLERY**, a Connecticut limited liability company, having an office and principal place of business at 105 Waterville Road, Southport, Connecticut 06890 and an operational address at 259 Asylum Street, Bridgeport, CT 06608 (the "**Tenant**"), and

RECITALS:

WHEREAS, Landlord is the owner of 80 Hastings Street, Bridgeport, CT and agrees to lease approximately 3,000 sq. ft. thereof immediately adjacent to the Tenant's neighboring property more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Leased Parcel**");

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to rent the Leased Parcel solely for use as an outdoor tasting area and picnic area (the "Permitted Use") and for no other purpose (the "Project") on the terms and conditions set forth herein;

WHEREAS, pursuant to a resolution of Bridgeport City Council approved on _____, attached hereto as **Exhibit 1**, the Landlord, acting through the Office of Planning and Economic Development, is authorized to enter into this lease of the Leased Parcel; and

WHEREAS, Tenant has agreed to lease the Leased Parcel from the Landlord under the terms, covenants, and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the parties mutually agree as follows:

ARTICLES

ARTICLE 1

DEFINED TERMS

Section 1.1. Definitions. For the purpose of this Lease, unless otherwise provided, the terms listed below have, and shall be construed and interpreted to have, the following meanings:

"Approval" means the Landlord's approval of the Tenant's request to take any action or do anything consistent with this Lease that requires prior notice to the Landlord

and the Landlord's granting of written approval by action of the Office of Planning and Economic Development in the manner set forth in this Lease.

"Improvements" shall mean all improvements constructed on the Leased Parcel by the Tenant with the prior written approval of the Landlord, which may be withheld in the exercise of its commercial business judgment.

"Initial Improvements" shall mean all improvements and other work, at the Landlord's sole cost and expense, to be performed by a third party contractor, selected by the Landlord, to prepare the Leased Parcel for its Permitted Uses, as defined in Section 6.1 below, and pursuant to the proposal attached hereto as **Exhibit 2**.

"Landlord" means the **City of Bridgeport**, and any person or entity acquiring all right, title, and interest of Landlord in and to the Leased Parcel at any time during the Term, whether by affirmative act of Landlord or by operation of law.

"Lease" means this instrument, together with any renewals, extensions, exhibits, amendments, or modifications thereof executed by Landlord and Tenant.

"Leased Parcel" shall have the meaning ascribed to it in the Recitals.

"Project" shall mean the outdoor tasting area and all improvements and other work thereon, performed by the Tenant, at the its sole cost and expense, or a contractor retained by the Tenant, upon the completion of the Initial Improvements and pursuant to the proposal attached hereto as **Exhibit 3**.

"Tenant" means the **Southampton Partners LLC dba Fifth Street Distillery**, and any person or entity acquiring all right, title, and interest of Tenant in and to the Leased Parcel permitted by this Lease at any time during the Term, whether by affirmative act of Tenant or by operation of law.

ARTICLE 2

GRANT OF LEASE

Section 2.1. Grant of Lease. Landlord hereby leases and demises to Tenant, and Tenant hereby rents and takes from Landlord the Leased Parcel.

Section 2.2. "AS IS" Lease.

(a) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LANDLORD MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER TO TENANT, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES REGARDING THE ENVIRONMENTAL

CONDITION AND/OR PHYSICAL CONDITION OF THE LEASED PARCEL AND/OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE.

(b) Tenant agrees that, during the course of its use of the Leased Parcel, it shall obtain written approval from the Landlord, which shall not be unreasonably withheld, prior to making any and all Improvements to the Leased Parcel. Tenant shall not undertake any environmental investigation of any kind or otherwise disturb the slab or soils or any aspect of the Leased Parcel.

(c) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, liens, damages, penalties, fines, costs, liabilities, expenses, or losses (including attorney's fees) as a result of Tenant's: (i) breach of any of the covenants contained in this Agreement, and/or (ii) release or threatened release of hazardous substances or hazardous waste on, under, in, or from the Leased Parcel during the Term, or the exacerbation of existing environmental conditions on the Leased Parcel caused by Tenant or its contractors, consultants, agents, successors, or assigns, and/or (iii) third party claims for bodily injury or property damage for which Tenant is alleged to be responsible resulting from the environmental conditions on the Leased Parcel, and/or (iv) failure to comport with any and all state and local reporting requirements of certain chemicals stored in the Lease Premises.

(d) The rights and obligations of the parties in this Section 2.2 shall survive the termination of this Lease.

Section 2.3. Leased Parcel: Permitted Encumbrances. The Leased Parcel is leased together with the appurtenances and all the estate and rights of Landlord in and to the Leased Parcel, subject, however, to such agreements, liens, encumbrances, taxes, governmental regulations, and other matters as may appear of record against the Leased Parcel.

Section 2.4. [Intentionally Omitted].

Section 2.5. Mutual Obligations. Each of the parties herein expressly covenants and agrees to timely, fully, and diligently keep, perform, and observe all the terms and conditions of this Lease on its part to be kept, performed, and observed.

Section 2.6. Construction of Project. Landlord has a significant interest in the construction and improvement of the Project on the Leased Parcel. Landlord hereby agrees to allow Tenant to create the Project on the Leased Parcel.

ARTICLE 3

TERM, TERMINATION and POSSESSION

Section 3.1. Term. The term of this Lease (the "Term") shall be for period ending 12/31/2021, or until such time as the Lease is earlier terminated, whichever first occurs,

the Term commencing as of the date that a fully-executed original of this Lease is delivered to the Tenant (the "**Commencement Date**"). Provided Tenant is not otherwise in default of any of the terms of this Lease, upon sixty (60) days advance written notice by Tenant to Landlord, Tenant shall have the option to extend the term for a period of one year ("Extended Term"). During the terms of this Lease the Tenant shall have exclusive use, control and full access to the Leased Parcel.

Section 3.2. Termination. Upon the occurrence of a Default (defined below) that continues beyond the expiration of any grace or cure period provided for herein, the leasehold estate granted to Tenant herein shall terminate, except for those provisions that are specifically stated to survive expiration of the Term or the earlier termination of this Lease.

Section 3.2. Tenant's Possession of Premises. Landlord and Tenant presently anticipate that possession of the Premises will be tendered to Tenant on or about the July 15, 2021 (the "Estimated Delivery Date"). If Landlord is unable to tender possession of the Premises in such condition to Tenant by the Estimated Delivery Date, then (1) Landlord shall not be in default under this Lease or be liable for damages for such inability to tender possession, and (2) Tenant shall accept possession of the Premises when Landlord tenders possession of the Premises to Tenant. Notwithstanding the foregoing, if Landlord fails to tender possession of the Premises to Tenant within 45 days of the Estimated Delivery Date, then Tenant may, as its exclusive remedy for such failure, terminate this Lease by delivering written notice of termination before Landlord tenders possession of the Premises to Tenant.

ARTICLE 4

RENT

Section 4.1. Rent. During the Term, the Tenant shall pay the Landlord base rent at the rate of \$4,500 per year for the first Term payable upon execution of this Lease. During the Extended Term, the Tenant shall pay base rent at the rate of \$4,635 per year, due at the renewal date.

ARTICLE 5

TYPE OF DEMISE

Section 5.1. Net Lease. It is the purpose and intent of Landlord and Tenant that this Lease shall be on a triple net basis, meaning that Tenant shall pay all applicable personal property taxes, insurance and maintenance costs and that the Rent specified herein shall, except as herein otherwise provided, be absolutely triple net to Landlord. Accordingly, all costs, expenses, and obligations of every kind and nature whatsoever relating to the Leased Parcel, which may arise or become due during the Term, shall be paid by Tenant.

Section 5.2. Any Other Sums to be Paid Unconditionally. Any and all Rent and other sums payable hereunder by Tenant to, or on behalf of, Landlord, shall be fully and timely paid without notice, demand, setoff, counterclaim, abatement, suspension, deduction, or defense.

Section 5.3. Title to Leased Parcel and the Project. Fee title to the Leased Parcel shall continue to vest in Landlord, its successors, and assigns at all times during the Term, subject to the leasehold interest and any additional rights expressly and specifically granted in this Lease to Tenant. During the Term and upon its expiration, all personal property installed or located therein by the Tenant shall, at all times, vest in and remain the property of Tenant.

ARTICLE 6

USE AND MAINTENANCE OF LEASED PARCEL

Section 6.1. Permitted Uses. Tenant shall use the Leased Parcel only for the Permitted Uses, and any other use or uses, whether permitted by local zoning regulations or not, shall require notice to and the receipt of the Landlord's prior written consent, which may be withheld in the exercise of its commercial business judgment and only from **April 1st to November 30th** during the following hours:

Thursdays: 5pm – 9pm
Fridays: 4pm – 9pm
Saturdays: 1pm – 8pm
Sundays: 1pm – 6pm

Section 6.2. Maintenance of Improvements and Alterations. Tenant shall obtain written approval from the Landlord, which shall not be unreasonably withheld, prior to making any and all repairs and/or alterations to the Leased Parcel. Notwithstanding the foregoing, throughout the Term, Tenant shall maintain the Project in reasonably good and stable condition making any and all necessary ordinary and capital improvements thereto, or replacements thereof, at its sole cost and expense. Specifically, Tenant shall keep the entire length of sidewalk, along Asylum Street, free from litter and debris. In the event that any or all of the Project shall be partially or totally destroyed, Tenant shall repair or reconstruct same to render them substantially equivalent to the form of the improvements prior to said destruction, or construct a replacement improvement of equivalent or greater value, all at its sole cost and expense, within a reasonable time following said destruction; provided, however, such reasonable time shall not exceed one (1) year from the date of such damage or destruction. The provisions of this Section 6.2 shall survive the expiration of the Term or earlier termination of this Lease. Notwithstanding the foregoing, in the event that any of the Initial Improvements are partially or totally destroyed, Tenant shall immediately notify the Landlord and Landlord shall repair the Initial Improvements at the Tenant's sole cost and expense.

Section 6.3. Compliance with Laws. Tenant shall comply with all federal, state, and local laws applicable to the Leased Parcel and the use thereof, and shall not use or allow the Leased Parcel to be used for any unlawful purpose or purpose that may make void or voidable any insurance then in force with respect thereto, or violate any of the terms and conditions of this Lease.

ARTICLE 7

QUIET ENJOYMENT

Section 7.1. Right to Quiet Enjoyment. In consideration of the lease of the Leased Parcel and Tenant's full and timely payment of all sums that may become due hereunder and Tenant's full, timely and diligent performance of all terms and conditions of this Lease, Tenant shall quietly hold, occupy, and enjoy the Leased Parcel during the Term of this Lease without hindrance by any party claiming by, through, or under Landlord, subject, however, to the terms and conditions of this Lease.

ARTICLE 8

RELATIONSHIP OF THE PARTIES

Section 8.1. No Partnership, Joint Venture, Etc. Nothing in this Lease shall create or be construed to create a partnership between Tenant and Landlord, or make them joint venturers, or bind or make Landlord in any way liable or responsible for any debts, obligations, liabilities, or losses of Tenant.

ARTICLE 9

TENANT INDEMNIFICATION AND INSURANCE

Section 9.1. Indemnification. (a) Tenant shall defend, hold harmless, and indemnify Landlord against any and all claims, causes of action, damages, judgments, liability costs, expenses, including attorneys' and consultants' fees, and penalties in connection with loss of life, personal injury, and destruction or damage to property arising from or out of any occurrence in, at, or about the Leased Parcel, or the occupancy or use by Tenant or its sublessees of the Leased Parcel, or any part thereof, or occasioned wholly or in part by any act, omission or negligence of Tenant, its sublessees, agents, contractors, employees, servants, subtenants, licensees, or others under its direction or control.

(b) In addition, Tenant covenants and agrees that it shall defend and indemnify Landlord and hold it harmless from and against any claims, judgments, liens,

damages, penalties, fines, costs, liabilities, losses, or other expense, including, without limitation, all reasonable attorneys' fees, incurred or paid by Landlord arising out of: (i) Tenant's failure to perform and comply with any of its covenants, representations, agreements, and obligations arising under this Agreement, or (ii) the material inaccuracy of any representations, warranty, covenant, or agreement made by Tenant to Landlord or any other governmental agency, commission, board, or other entity related to the Leased Parcel or pursuant to the terms of this Agreement.

(c) Within thirty (30) days after an event giving rise to a claim for indemnification of Landlord by Tenant becomes known to Landlord, it shall promptly notify Tenant in writing of its claim for indemnification hereunder. Such notice shall contain a brief written description of the facts relating to the alleged claim, suit, proceeding, or loss, and copies of all relevant documents, pleadings, or other instruments relating thereto.

Section 9.2. Insurance requirements: The following insurance coverage is required of the Tenant, and the Tenant shall ensure that the Landlord is named **by policy endorsement** as additional insured with 30-day notice of cancellation. The Tenant shall procure, present to the Landlord, and maintain in effect for the Term, without interruption, the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut, and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the Landlord.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Lease Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence/\$2,000,000 per accident and \$300,000 property damage and **Umbrella Policy** with minimum limits of \$2,000,000.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with the Shared Mobility Pilot Program. Coverage shall have limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

General requirements. All policies shall include the following provisions:

General provisions—No policy shall have a deductible of more than \$25,000.00 without the prior consent of Landlord. Each policy shall provide that it shall not be invalidated as to Landlord by reason of any act or omission by Tenant or if Tenant has made any misrepresentations in its application for said insurance. All policies shall be written as primary and not contributing with or in excess of the coverage which Landlord may carry. All policies of insurance required pursuant to this Article 9 shall be issued by insurers licensed to do business in the State of Connecticut.

Cancellation notice—The Landlord shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal, or reduction in coverage to be given to the Landlord at: **Office of Planning and Economic Development, City of Bridgeport, City Hall, 999 Broad Street, Bridgeport, Connecticut 06604.**

Certificates of Insurance and Endorsement—All policies will be evidenced by an original certificate of insurance and policy endorsement delivered to the Landlord and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the Landlord prior to Tenant's entry upon the Leased Parcel and prior to any work or other activity.

Additional Insured—The Tenant shall name the Landlord, its elected officials, officers, department heads, employees, and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the Landlord, as its interest may appear. The undersigned shall submit to the Landlord, prior to Tenant's entry upon the Leased Parcel and upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut, and having a policy endorsement naming the Landlord as additional insured party in the following form and manner:

**“The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
45 Lyon Terrace
Bridgeport, Connecticut 06604”**

Section 9.3. Tenant Responsible. Landlord shall not be liable for any theft or damage to the Leased Parcel, nor for any damage caused by any persons in or about the Leased Parcel, or caused during construction of any private, public, or quasi-public work. All property of Tenant at or about the Leased Parcel shall be installed, used, or enjoyed at the risk of Tenant only, and Tenant shall defend, indemnify, and hold Landlord harmless

from any and all claims and/or causes of action pertaining to, or arising out of, damage to the same, including, but not limited to, subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the sole, proximate negligence of Landlord.

Section 9.4. No Abatement of Rent. Tenant shall not be entitled to any abatement of Rent, nor shall its obligations under this Lease be terminated during the Term hereof, notwithstanding any destruction or damage to the Leased Parcel by any cause whatsoever.

ARTICLE 10

CONDEMNATION

Section 10.1. Entire Taking. In the event of the taking or condemnation by any competent authority for any public or quasi-public use or purpose of the whole or materially all of the Leased Parcel at any time during the Term, the rights of Landlord and Tenant to share in the net proceeds of any award for land, buildings, improvements, and damages upon any such taking, shall be as follows, and in the following order of priority:

(a) Landlord, at all times, regardless of when the taking occurs, shall be entitled to receive that portion of the award as shall represent compensation for the value of Landlord's fee simple interest in the Leased Parcel, considered as vacant and unimproved land, such value being hereinafter referred to as the "Land Value." Landlord shall also be entitled to costs and any interest awarded in the condemnation proceeding proportionately attributable to such Land Value.

(b) During all the Term herein demised, Tenant shall be entitled to the entire balance of the award, which balance is hereinafter referred to as "Award Balance."

(c) If the values of the respective interest of Landlord and Tenant shall be determined according to the provision of subdivisions (a) and (b) of this Section in the proceeding, pursuant to which the Leased Parcel shall have been taken or condemned, the values so determined shall be conclusive and enforceable upon Landlord and Tenant. If such values shall not have been thus separately determined, such values shall be fixed by agreement between Landlord and Tenant, or, if they are unable to agree, then the controversy shall be resolved by arbitration under the procedures set forth in Article 27, or, at the Landlord's election, made within sixty (60) days after the Tenant's commencement of an arbitration proceeding, or at the Landlord's election, made within ninety (90) days after the Land Value and the Award Balance have been determined by a court. Any dispute over valuation shall be submitted to a court in Fairfield County, Connecticut having jurisdiction over the parties.

Section 10.2. Definition of Entire Taking. If title to the whole or materially all of the Leased Parcel shall be taken or condemned, this Lease shall cease and terminate, and all Rent, additional rent, and other charges hereunder shall be apportioned as of the date of vesting of title in such taking or condemnation proceeding. For the purposes of this Article, a taking or condemnation of materially all of the Leased Parcel, as

distinguished from a taking or condemnation of the whole of the premises of which the Leased Parcel is a portion, means a taking of such scope that the untaken portion of the Leased Parcel is insufficient to permit the restoration of the then-existing improvements thereon so as to constitute a complete rentable building capable of producing a proportionately fair and reasonable net annual income, taking into consideration the payment of all operating expenses thereof, including, but not limited to, the net rent, additional rent, and all other charges herein reserved, and, after the performance of all covenants, agreements, and provisions herein provided to be performed by Tenant. The determination of what constitutes a fair and reasonable net annual income shall be governed by reference to the average net annual income produced by the Leased Parcel during the five-year period immediately preceding the taking. As used above, the term "operating expenses" does not include depreciation, income taxes, or franchise taxes.

Section 10.3. Partial Taking. In the event of a partial taking or condemnation, i.e., a taking or condemnation of less than materially all of the Leased Parcel, this Lease (except as hereinafter provided) shall, nevertheless, continue, but the annual net Rent to be paid by Tenant shall thereafter be reduced in the ratio that the rental value of the portion of the Leased Parcel taken or condemned bears to the rental value of the entire Leased Parcel at the time of the taking or condemnation, and Tenant shall promptly restore the building, as below provided.

That portion of the award as shall represent compensation for the Land Value shall belong to Landlord. The Award Balance shall belong to Tenant.

Should such partial taking or condemnation (a) result in rendering the part of the Leased Parcel remaining, unsuitable for the purposes for which the Project was designed or (b) occur during the last five (5) years of the Term, then Tenant in either event, at its option, upon thirty (30) days' prior notice to Landlord, given at any time within sixty (60) days after the vesting of title in the condemnor, may cancel and terminate this Lease, and Tenant shall be discharged from responsibility to restore the Leased Parcel. In the circumstances of such termination, the entire Award Balance shall belong to Landlord, free of any claim thereto, or any part thereof by Tenant, anything above set forth to the contrary notwithstanding.

Section 10.4. Resolution of Taking Disputes. Subject to the provisions of Section 12.1(c), in the event that there be any controversy as to whether the remainder of the Leased Parcel is suitable for the purposes for which the Project was designed, or if there be any controversy under this Article as to whether there has been a taking of materially all of the Leased Parcel, the controversy shall be resolved by a court having competent jurisdiction over the parties located in Fairfield County, Connecticut.

Section 10.5. Temporary Taking. If the whole or any part of the Leased Parcel or of Tenant's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy, this Lease shall not terminate by reason thereof, and Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of other charges payable by Tenant hereunder, and, except only to the extent that Tenant may be prevented from so doing pursuant to the terms of

the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions, and obligations hereof upon the part of Tenant to be performed and observed, as though such taking or condemnation had not occurred. In the event of any such temporary taking, or condemnation, Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid or by way of damages, rent, or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the expiration date of the term of this Lease, in which case such award shall be apportioned between Landlord and Tenant as of such date of expiration of the Term, but Landlord shall in that circumstance receive the entire portion of the award that is attributable to physical damage to the Leased Parcel, and the restoration thereof to the condition immediately prior to the taking or condemnation. Tenant covenants that, upon the termination of any such period of temporary use or occupancy, prior to the expiration of the Term, it will, at its sole cost and expense, restore the Leased Parcel, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such taking.

ARTICLE 11

DEFAULT BY TENANT

Section 11.1. Landlord's Rights Upon Tenant's Default. In the event Tenant defaults in the full and timely payment of any or all sums payable under this Lease, whether as utilities or service charges, insurance premium costs, Real Estate Taxes, other taxes, charges, or assessments, or any other charges whatsoever, and said default continues for ten (10) days after written notice from Landlord to Tenant specifying the items in default, or in the event Tenant defaults in the full and timely performance of any and all material terms and conditions of this Lease and said default continues for (30) days after written notice from Landlord to Tenant specifying the items in defaults, or in the case of a default which cannot with due diligence be cured within said 30-day period, Tenant fails to proceed promptly to cure the same and thereafter to prosecute the curing of such default with due diligence, or if Tenant does anything constituting a default under the section of this Lease relating to Tenant's bankruptcy, then in any or all such events, Landlord shall be entitled to exercise any and all remedies under this Lease and/or those available at law and/or equity with respect to such default or defaults, and those remedies shall include, but not be limited to, the following:

(a) Landlord shall be entitled to terminate this Lease and Tenant's occupancy by written notice to that effect sent to Tenant, and the term of this Lease shall expire and come to an end on the date said notice is issued (or on the expiration of the shortest notice period otherwise required by applicable governmental authority and notwithstanding any written agreement of the parties to the contrary), and Tenant shall forthwith quit, vacate, and surrender the Leased Parcel to Landlord, and Tenant shall be liable for and thereupon pay to Landlord any and all sums described in this Lease to the expiration date thereof on Tenant's part to be paid, all of which amounts shall be immediately due and payable from Tenant to Landlord. Landlord or its designees shall

also be entitled with prior written notice to enter the Leased Parcel whether by force, peaceable repossession, summary proceedings, or action or proceedings at law or equity, and remove Tenant and anyone seeking to claim rights or interest in the Leased Parcel, together with all the portable personal property of said persons or entities, and Landlord shall be entitled to place and store the same in a public or private warehouse at Tenant's expense, all without liability to Landlord or its designees and without being liable, or subject to prosecution therefor.

(b) Landlord shall also be entitled to take, hold, and use all, but only all, of the Leased Parcel for its own account, in which event Tenant shall forthwith pay to Landlord any and all costs, expenses, fees, attorneys' fees, and losses incurred by Landlord in recovering the Leased Parcel and such property, restoring the same to good repair and good working order, removing property of Tenant or others, curing any and all defaults of Tenant up to the date of Landlord's taking of the Leased Parcel for which purposes Landlord shall be entitled to recover said sums from Tenant by any or all remedies available at law and equity.

(c) Landlord shall also be entitled, without terminating this Lease, to re-let all, but only all, of the Leased Parcel for the account of Tenant for the balance of the Term described in this Lease, or any longer or shorter period, on the same or other terms and conditions in whole or in part, and alter, decorate, repair, or restore the Leased Parcel and any such personalty in any way appropriate or necessary in Landlord's discretion to re-let the same, without releasing Tenant from any liability to Landlord, and apply the proceeds of such re-letting first to reimbursement or payment, as the case may be, of the cost and expenses of removing Tenant and any others from the said Leased Parcel, then to restoring and repairing the Leased Parcel, then to the costs and expense of preparing the same for any new tenant or tenants, then to the costs and expenses of re-letting the same, then to its attorneys' fees in the matter, and then applied to the extent thereof in full or part payment as the case may be to any and all sums described in this Lease as Rent, whether due or to become due, and Tenant shall be and remain liable for any deficiency in the full payment and satisfaction of the foregoing, and shall pay such deficiency to Landlord forthwith upon Landlord's demand, failing which Landlord shall be entitled to collect the same by remedies available at law and equity, and Tenant shall be entitled to any surplus after such full payment and satisfaction for all of the foregoing.

Section 11.2. Tenant Liable for Landlord's Attorneys' Fees. In case suit shall be brought for recovery of possession of the Leased Parcel and/or for the recovery of Rent or any other amounts due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and such breach shall be established, Tenant shall pay to Landlord all reasonable expenses incurred therefor, including out-of-pocket expenses, court costs, and attorneys' fees.

Section 11.3. Landlord's Remedies Cumulative. The remedies set forth in this Lease are cumulative and not exclusive, and are in addition to, and not in substitution for, any remedies available at law or equity.

Section 11.4. Landlord's Right to Cure Tenant's Defaults. If Tenant shall default in the performance or observance of any covenant or condition herein contained on Tenant's part to be performed or observed, Landlord may, on at least (10) days' prior written notice to Tenant, or without notice if in Landlord's opinion an emergency shall exist, perform the same for the account and at the expense of Tenant, and the expense of so doing, together with interest thereon at the maximum annual rate permitted by law, from the date of the advance therefor, shall be additional rent hereunder, and due and payable upon Landlord's demand therefor. If Landlord shall incur any costs, including reasonable attorneys' fees, instituting, prosecuting, or defending any action or proceedings instituted by reason of a default by Tenant, Tenant shall promptly reimburse Landlord for the amount of such expense.

Section 11.5. No Waiver of Performance Except in Writing. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant, and condition hereof shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

Section 11.6. Landlord's Right of Injunction. In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants, or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach, and shall have the right to invoke any right and remedy allowed by law or in equity, or by statute or otherwise, as though right of re-entry, summary proceedings, and other remedies were not provided for in this Lease.

Section 11.7. Trustee's Right to Cure Tenant Default. Landlord agrees to give to Trustee in bankruptcy copies of all notices of Tenant default(s) under this Lease in the same manner as, and whenever, Landlord shall give any such notice of default to Tenant. Trustee shall have the right to remedy any Tenant default under this Lease, or to cause any default of Tenant under this Lease to be remedied, and for such purpose, Landlord hereby grants Trustee such period of time given to Tenant for remedying, or causing to be remedied, any such default, plus thirty (30) days. Landlord shall accept performance by Trustee of any term, covenant, condition, or agreement to be performed by Tenant under this Lease with the same force and effect as though performed by Tenant.

ARTICLE 12

SURRENDER

Section 12.1. Tenant's Duty to Surrender. On the expiration or earlier termination of this Lease or any extension thereof, Tenant shall deliver the Project and the Leased Parcel, in such order and state of repair as provided herein.

ARTICLE 13

HOLDOVER

Section 13.1. Landlord's Rights If Tenant Holds Over. If Tenant remains in possession after the described date of expiration of the Term or after the earlier termination of the Lease, at the option of Landlord, Tenant shall be deemed to be in occupation as a month-to-month tenant at a rental rate of \$5,000 per month, and subject to the other terms and conditions of this Lease, apart from the length of Term, and the terms and conditions of this Lease provision shall be enforceable by Landlord, notwithstanding expiration or other termination of this Lease, but nothing in this Lease provision shall be deemed to extend the Term beyond the expiration date thereof or the date of its earlier termination, nor grant any right to Tenant or any other person to use, occupy, or remain in possession of all or any part of the Leased Parcel beyond the date of expiration of this Lease or any earlier termination of this Lease.

ARTICLE 14

NO LANDLORD LIABILITY

Section 14.1. No Landlord Liability. Landlord shall not be liable for any loss or damage to the Leased Parcel, the Project, or to any property of Tenant, or any other person thereon, anything in this Lease to the contrary notwithstanding. Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease if the same shall be due to a strike, lock-out, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemic, governmental regulations or controls, inability to obtain any material or service, or though acts of God.

ARTICLE 15

RIGHT OF ENTRY

Section 15.1. Landlord's Right of Entry. Landlord expressly reserves and shall have the right by its agents and servants to enter into and upon the Leased Parcel during normal business hours for the purpose of inspecting same, including the access rights identified in Section 32.1(b) herein.

ARTICLE 16

SUBORDINATION, ATTORNMENT AND ESTOPPEL

Section 16.1. Subordination to Easements and Restrictions. This Lease shall be subject to any and all easements and restrictions now of record, and to any and all utility easements hereafter affecting the Leased Parcel after the Commencement Date.

Section 16.2. Attornment. Tenant hereby agrees that, in the event of sale or assignment of Landlord's interest in the Leased Parcel, whether by act of Landlord, by operation of law, or otherwise, Tenant shall attorn to Landlord or any new owner upon any such event and recognize such person, firm, or entity as the owner of the Leased Parcel as the "Landlord" under this Lease.

Section 16.3 Estoppel. At any time, and from time to time upon not less than fifteen (15) days' prior written notice by Tenant to Landlord, Landlord shall execute, acknowledge, and deliver to Tenant a statement, in writing, in form satisfactory to Tenant, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), and stating whether or not to the best knowledge of the signer of such certificate (who shall be a duly authorized officer or signatory of Landlord), Tenant is in default in performance of any term, covenant, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, and containing such other information as shall reasonably be required by Tenant, it being intended that any such statement delivered pursuant hereto may be relied upon by any party dealing with Tenant.

ARTICLE 17

NOTICES

Section 17.1. Form and Manner of Notice. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications, or documents required or desired to be given, delivered, or served, or

which may be given, delivered, or served under, or by the terms and provisions of this Lease, pursuant to law or otherwise, shall be in writing, and shall be deemed to have been duly given, delivered, or served, if and when either personally delivered, or two (2) days after mailing by certified mail, return receipt requested, postage prepaid, addressed if to the other party, at the respective addresses of each indicated below or to such other address as a party may from time to time designate by written notice to the other party:

- (a) To Landlord: City of Bridgeport
Office of Planning and Economic Development
999 Broad Street
Bridgeport, CT 06604

With copy to: Office of City Attorney
999 Broad Street
Bridgeport, CT 06604

- (b) To Tenant: Bridget Schulten
Southampton Partners LLC dba
Fifth State Distillery
259 Asylum Street
Bridgeport, CT 06610

With copy to: _____

ARTICLE 18

WAIVER

Section 18.1. Waiver Effective Only If In Writing. No waiver by either party to this Lease of any condition or term of this Lease shall be effective unless it is in writing and signed by the waiving party, nor shall any such waiver constitute a further waiver by such party of the same or any other condition or term hereunder.

ARTICLE 19

PAYMENTS UNDER PROTEST

Section 19.1. Tenant's Right to Make Payments Under Protest. In case of any dispute between Landlord and Tenant with respect to the amount of money payable by Tenant to Landlord under the provisions of this Lease, Tenant shall have the right to make payment under protest, and, in such event, shall be permitted to assert and

prosecute a claim or claims for the recovery of the sum, or any part thereof, that shall have been so paid by Tenant under protest.

ARTICLE 20

ENTIRE AGREEMENT: NO ORAL MODIFICATION

Section 20.1. All Prior Understandings and Writings Merged. All prior understandings and agreements between the parties are merged into this Lease, which alone fully and completely sets forth the understanding of the parties, and this Lease may not be changed orally or in any manner, other than by an agreement in writing and signed by the party against whom enforcement of the change or termination is sought.

ARTICLE 21

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

Section 21.1. Covenants Binding on Heirs, Successors, and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors, and assigns, and Tenant, its permitted successors, and assigns, except as may be otherwise provided herein.

ARTICLE 22

CONSTRUCTION OF LEASE

Section 22.1. Connecticut Law Applies. This Lease shall be governed and construed in accordance with the laws of the State of Connecticut.

ARTICLE 23

CAPTIONS AND TABLE OF CONTENTS

Section 23.1. Captions. The captions of this Lease are for convenience and reference only, and neither define, limit, nor describe the scope or intent of this Lease, nor in any way affect this Lease.

Section 23.2. Table of Contents. The Table of Contents, if applicable, preceding this Lease, but under the same cover, is for the purpose of convenience and

reference only, and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto, or amendatory thereof.

ARTICLE 24

DISPUTE RESOLUTION

Section 24.1. Disputes. All disputes shall be resolved by a court having jurisdiction over the parties located in Fairfield County, Connecticut.

ARTICLE 25

NO MERGER

Section 25.1. No Merger. There shall be no merger of the leasehold estate with the fee estate in the real property comprising the Project because one party or such party's transferee may acquire, or shall hold directly or indirectly, any interest in the estate created by or granted by this Lease, and no such merger shall occur unless all entities shall join in a written instrument effecting such merger, and shall duly record same on the land records of the City of Bridgeport.

ARTICLE 26

COUNTERPARTS

Section 26.1. Counterparts. This Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original.

ARTICLE 27

NON-DISCRIMINATION

Section 27.1 Non-Discrimination. Tenant shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease or rental, or in the use or occupancy of the Leased Parcel or any improvements to be erected thereon, and shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the Leased Parcel or any part thereof is restricted on the basis of race, color, religious creed, age, sexual orientation, marital status, national origin, sex,

mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease, or occupancy thereof. Tenant shall comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease, or occupancy of the Leased Parcel.

ARTICLE 28

RESTRICTIONS AND EASEMENTS

Section 28.1. Restrictions.

(a) Tenant shall not sell, lease, or otherwise convey any interest in, or permit use or occupancy of, the Leased Parcel, without the Landlord's prior written consent.

(b) The City retains the right of access to the Leased Parcel for purposes of conducting environmental testing, monitoring, maintenance of wells, and the like, none of which may be disturbed or moved or covered over, without the Landlord's express prior written consent.

(c) Landlord reserves the right to enter the Leased Parcel for purposes of inspecting the Initial Improvements to ensure they remain in good repair.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the year and date first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

CITY OF BRIDGEPORT

Witness

By: _____
Thomas Gill
Director, Office of Planning and
Economic Development,
Duly-authorized

Witness

TENANT:

**SOUTHAMPTON PARTNERS LLC dba
FIFTH STATE DISTILLERY**

Witness

By: _____
Name: Bridget Schulten
Title: Managing Member
Duly-authorized

Witness

SCHEDULE A
DESCRIPTION OF LEASED PARCEL



Exhibit 1

Council Resolution

Exhibit 2

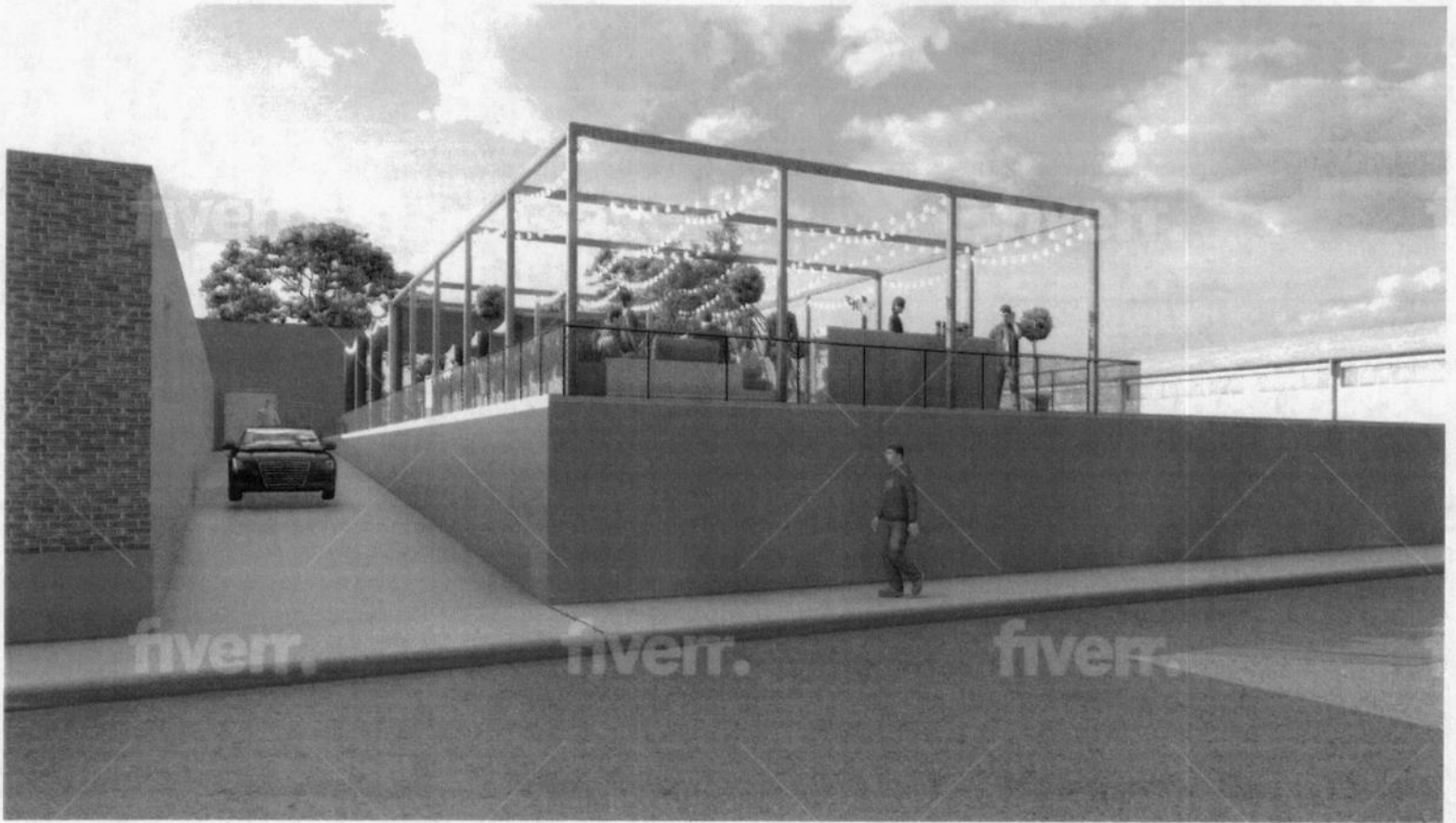
Initial Improvements

The Initial Improvements shall consist of a poured concrete-like sealant material applied to the approximately 3,000 sf leased area of concrete slab, and shall further consist of black page fence to be anchored into the perimeter of the slab.

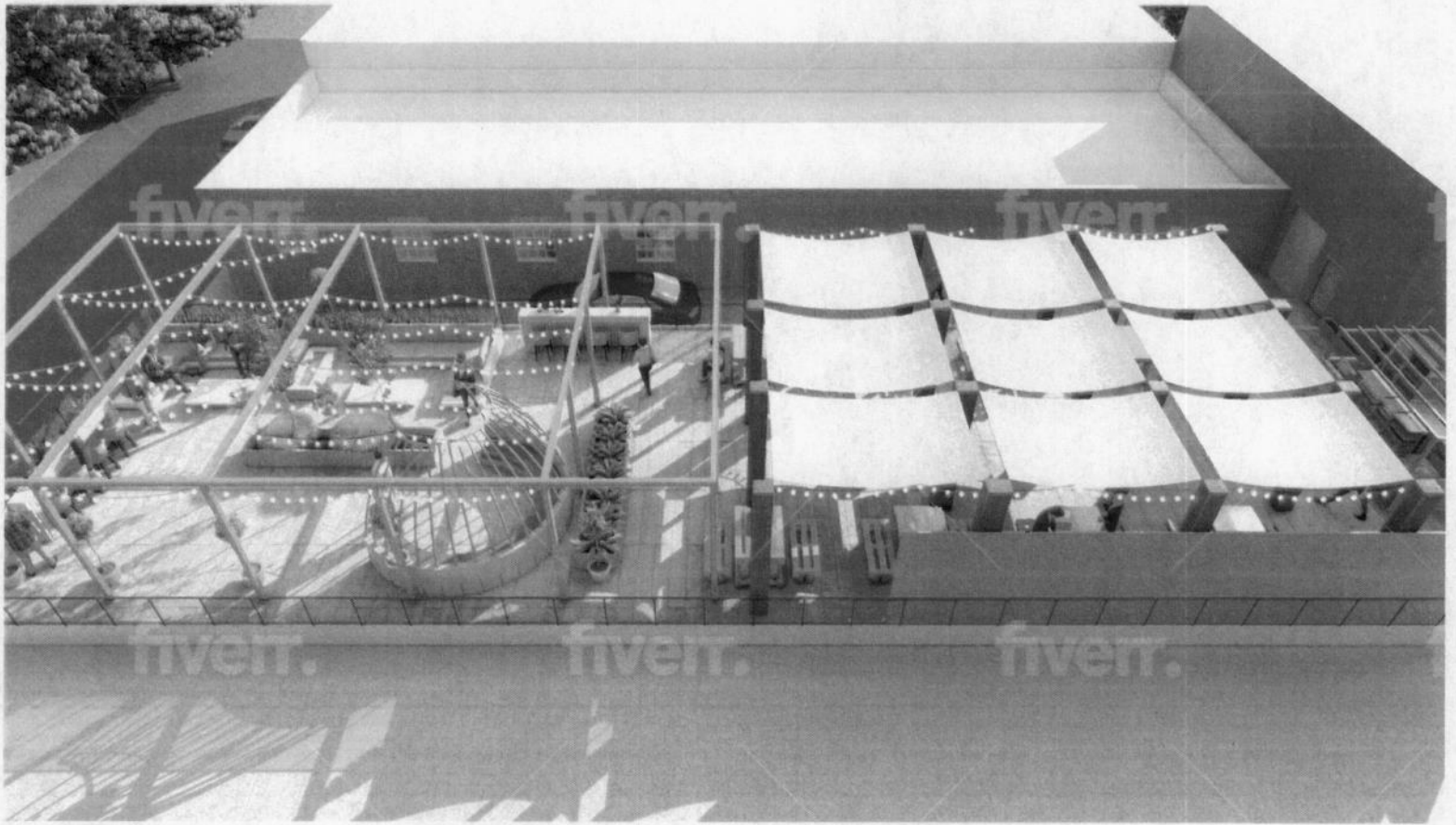
Exhibit 3

The Project



















Comm. 59-20 Referred to ~~Joint~~ Committee on Contracts and ECDE on 4/19/2021.

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

April 14, 2021

City Clerk
45 Lyon Terrace
Bridgeport CT 06604

Re: Resolution Authorizing Disposition of Four (4) City-Owned Properties
Request for Referral to ~~Joint Contracts &~~ ECDE Committee for Tuesday, May 11, 2021
Request for a Public Hearing Before the Full Council on Monday, May 17, 2021

Dear City Clerk and Honorable Members of the City Council:

For the Council's consideration and placement on its agenda of Monday, April 19, 2021, the attached resolution would authorize the disposition of four (4) City-owned properties.

This item is for referral to the ~~Joint Contracts~~ and ECDE Committee, which we respectfully request be convened for Tuesday, May 11, 2021.

This item will require a public hearing, which we respectfully request be ordered for the full City Council meeting of Monday, May 17, 2021.

Should the item be approved by the ~~Joint Committee~~, we would ask that it then be placed before the full Council for a final vote on Monday, June 7, 2021.

Truly yours,

Bill Coleman

Bill Coleman
Deputy Director

C: Thomas Gill, Director
Max Perez, OPED
Thomas Gaudett, Aide to the Mayor

RECEIVED
CITY CLERKS OFFICE
21 APR 14 PM 4:19
ATTEST
CITY CLERK

A Resolution Authorizing the Disposition of Four (4) City-Owned Properties

WHEREAS, in order to increase the City's grand list and to address blighted conditions and to advance economic development and neighborhood stabilization, the Office of Planning and Economic Development ("**OPED**") seeks authority to dispose of the following four (4) City-owned properties:

166-168 Fourth Street (MBLU# 37/738/07);
1503 State Street #Rear (MBLU # 19/1233/20/A);
33-35 Lee Avenue (MBLU# 20/1151/31);
1564 Seaview Avenue (MBLU# 43/749/01);

(hereinafter referred to collectively as the "**Properties**")

WHEREAS, OPED seeks authority to dispose of the Properties per the following specific terms:

166-168 Fourth Street

- to sell this occupied two-family via public auction to the highest bidder;

1503 State Street #Rear:

- to transfer this West End Redevelopment site via long term ground lease with 100% upfront payment to abutting owner (of 1501 State Street) for \$90,000 as per appraisal;

33-35 Lee Avenue

- to sell this vacant parcel to abutting owner (of 29 Lee Avenue) for \$8,000 as per appraisal

1564 Seaview Avenue

- to sell or ground lease this abandoned factory via public RFP process;

(hereinafter referred to as the "**Disposition Terms**")

NOW, THEREFORE BE IT RESOLVED, that the City Council authorizes the disposition and transfer of the Properties as per the Disposition Terms, and authorizes the Director of OPED to execute any contracts or agreements and/or to take any other such necessary actions consistent with, and to effectuate the purposes of, this resolution.

166 FOURTH ST #168

Location 166 FOURTH ST #168

Mblu 371 738/ 711

Acct# RP-0174000

Owner BRIDGEPORT CITY OF

Assessment \$72,010

Appraisal \$102,860

PID 5133

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2019	\$78,310	\$24,550	\$102,860

Assessment			
Valuation Year	Improvements	Land	Total
2019	\$54,820	\$17,190	\$72,010

Owner of Record

Owner BRIDGEPORT CITY OF
 Co-Owner
 Address 45 LYON TERRACE
 BRIDGEPORT, CT 06604

Sale Price \$0
 Certificate
 Book & Page 8890/0084
 Sale Date 08/01/2013
 Instrument 14

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		8890/0084	14	08/01/2013
SMITH MARION & (ETAL)	\$0		4371/0241		06/28/2000

Building Information

Building 1 : Section 1

Year Built: 1907
 Living Area: 1,800
 Replacement Cost: \$134,994
 Building Percent Good: 57
 Replacement Cost
 Less Depreciation: \$76,950

Building Photo

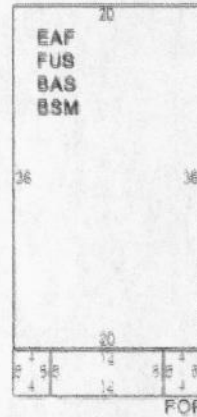
Building Attributes	
Field	Description

Style	Two Family
Model	Residential
Grade:	C
Stories:	2.25
Occupancy:	2
Exterior Wall 1:	Asbest Shingle
Exterior Wall 2:	
Roof Structure:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Plaster
Interior Wall 2:	
Interior Fir 1:	Carpet
Interior Fir 2:	
Heat Fuel:	Oil
Heat Type:	Forced Air
AC Type:	None
Total Bedrooms	4 Bedrooms
Total Full Baths	2
Total Half Baths	0
Total Xtra Fixtrs:	0
Total Rooms	8
Bath Style:	Average
Kitchen Style:	Average
Num Kitchens	
Fireplaces	0
Usrflid 103	
Usrflid 104	Yes
Usrflid 105	
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	0
Usrflid 108	
Usrflid 101	
Usrflid 102	
	NBHD 10-2 Fam
Usrflid 300	
Usrflid 301	



(http://images.vgsi.com/photos2/BridgeportCTPhotos/A0010946150.JPG)

Building Layout



(ParcelSketch.aspx?)

FOP
pid=5133&bid=5133)

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	720	720	
FUS	Finished Upper Story	720	720	
EAF	Fin Expansion Attic	720	360	
BSM	Basement	720	0	
FOP	Open Porch	100	0	
FSP	Screen Porch	60	0	
		3,040	1,800	

Extra Features

Extra Features

Legend

No Data for Extra Features

Land

Land Use

Use Code 924
 Description Mun Res Bldg Mdl 01
 Zone RC
 Neighborhood 1040
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 0.09
 Frontage 0
 Depth 0
 Assessed Value \$17,190
 Appraised Value \$24,550

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
GAR1	Garage	FR	Frame	378.00 SF	\$1,360	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$78,310	\$24,550	\$102,860
2017	\$78,310	\$24,550	\$102,860
2016	\$78,310	\$24,550	\$102,860

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$54,820	\$17,190	\$72,010
2017	\$54,820	\$17,190	\$72,010
2016	\$54,820	\$17,190	\$72,010

Property Location 166 FOURTH ST #168
 Vision ID 5133
 Account # RP-0174000
 Map ID 371 738/ 71/
 Bldg # 1
 Bldg Name Sec # 1 of 1
 Card # 1 of 1
 State Use 924
 Print Date 7/9/2020 5:24:20 PM

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT	
BRIDGEPORT CITY OF										6015	
45 LYON TERRACE		All Prcl ID 0738-07		SUPPLEMENTAL DATA						BRIDGEPORT, CT	
BRIDGEPORT CT 06604		Census Tr CEN743		Special Dis						VISION	
		Heart Abstract Freeze		(Assoc Pld#)							
		GIS ID 738-7									

RECORD OF OWNERSHIP					PREVIOUS ASSESSMENTS (HISTORY)						
Year	Code	Description	Amount	Year	Code	Year	Code	Assessed	Year	Code	Assessed
2015	BAAX		72010.00	2019	11	2018	11	17,190	2017	11	17,190
				2019	13	2018	13	53,870	2017	13	53,870
				2019	14	2018	14	950	2017	14	950
Total				Total				Total			
72,010.00				72,010				72,010			

EXEMPTIONS					OTHER ASSESSMENTS						
Year	Code	Description	Amount	Year	Code	Description	Number	Amount	Year	Code	Amount
2015	BAAX		72010.00								
Total				Total				Total			
72,010.00				72,010				72,010			

ASSESSING NEIGHBORHOOD				
Nbhd	010	Nbhd Name	B	Tracing
NOTES				
APPRAISED VALUE SUMMARY				
Appraised Bldg. Value (Card)				
Appraised Xt (B) Value (Bldg)				
Appraised Ob (B) Value (Bldg)				
Appraised Land Value (Bldg)				
Special Land Value				
Total Appraised Parcel Value				
Valuation Method				
Total Appraised Parcel Value				
76,950				
0				
1,360				
24,550				
0				
102,860				
C				

BUILDING PERMIT RECORD					VISIT / CHANGE HISTORY									
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result
									10-14-2008	TH			90	Res Field Review
									08-21-2008	TSE	01	4	07	Measur/Info @ Door, Int R
									11-13-1991	CM			A	Inside Inspection

LAND LINE VALUATION SECTION										
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj
1	924 Mun Res Bldg M	RC		4,000 SF	12.79	1.00000	5	1.00	1040	0.480
Total Card Land Units				4,000 SF	Parcel Total Land Area		0.0918			
Notes										
Location Adjustment										
Adj Unit P										
Land Value										
24,550										
Total Land Value										
24,550										

This signature acknowledges a visit by a Data Collector or Assessor

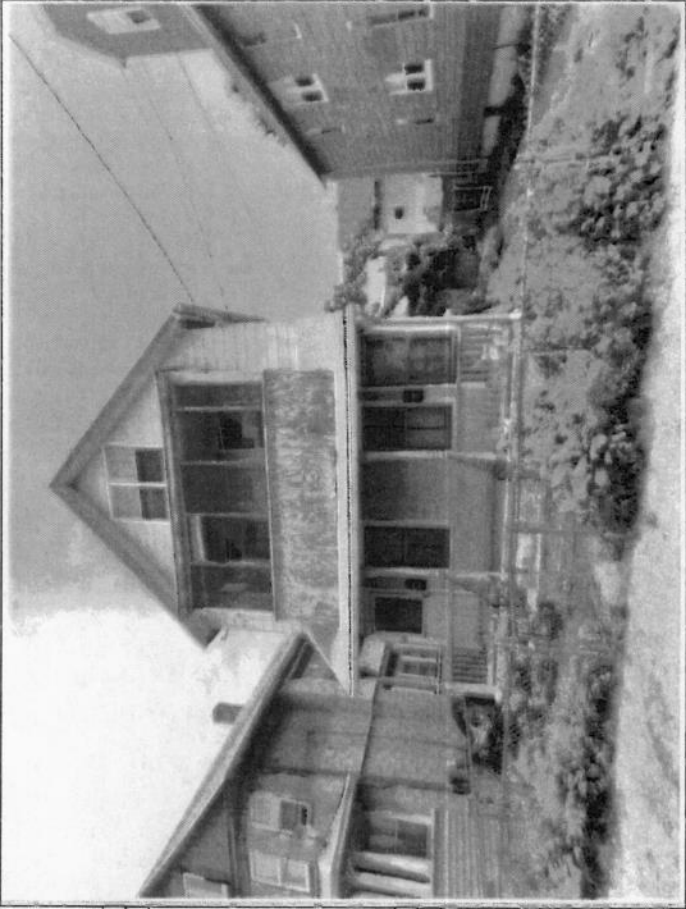
EAF	20	36
FUS		
BAS		
BSM		

Element	Cd	Description	Element	Cd	Description
Style:	05	Two Family			
Model:	101	Residential			
Grade:	108	C			
Stories:	2.25				
Occupancy:	2	Asbest Shingle			
Exterior Wall 1:	07				
Exterior Wall 2:	03	Gable			
Roof Structure:	03	Asphalt Shingl			
Roof Cover:	03	Plaster			
Interior Wall 1:	14	Carpet			
Interior Wall 2:	03	Oil			
Interior Fir 1:	04	Forced Air			
Interior Fir 2:	01	None			
Heat Fuel:	4	4 Bedrooms			
AC Type:	2				
Total Bedrooms:	0	Average			
Total Full Baths:	2	Average			
Total Half Baths:	0				
Total Xtra Fixtrs:	8				
Total Rooms:	02				
Bath Style:	02				
Kitchen Style:	0				
Fireplaces:					
Fin Bsmt Area:					
Fin Bsmt Qualit:					
Bsmt Garages:	0102	NBHD 10-2 Fam			

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
GAR1	Garage	L	378	24.00	1907	P	20	2	0.75	1,360

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Elf Area	Unit Cost	Undeprec Value	
BAS	First Floor	720	720	720	68.21	49,114	
BSM	Basement	0	720	144	13.64	9,823	
EAF	Fin Expansion Attic	360	720	360	34.11	24,557	
FOP	Open Porch	0	100	20	13.64	1,364	
FSP	Screen Porch	0	60	15	17.05	1,023	
FUS	Finished Upper Story	720	720	720	68.21	49,114	
Ttl Gross Liv / Lease Area					3,040	1,979	134,995

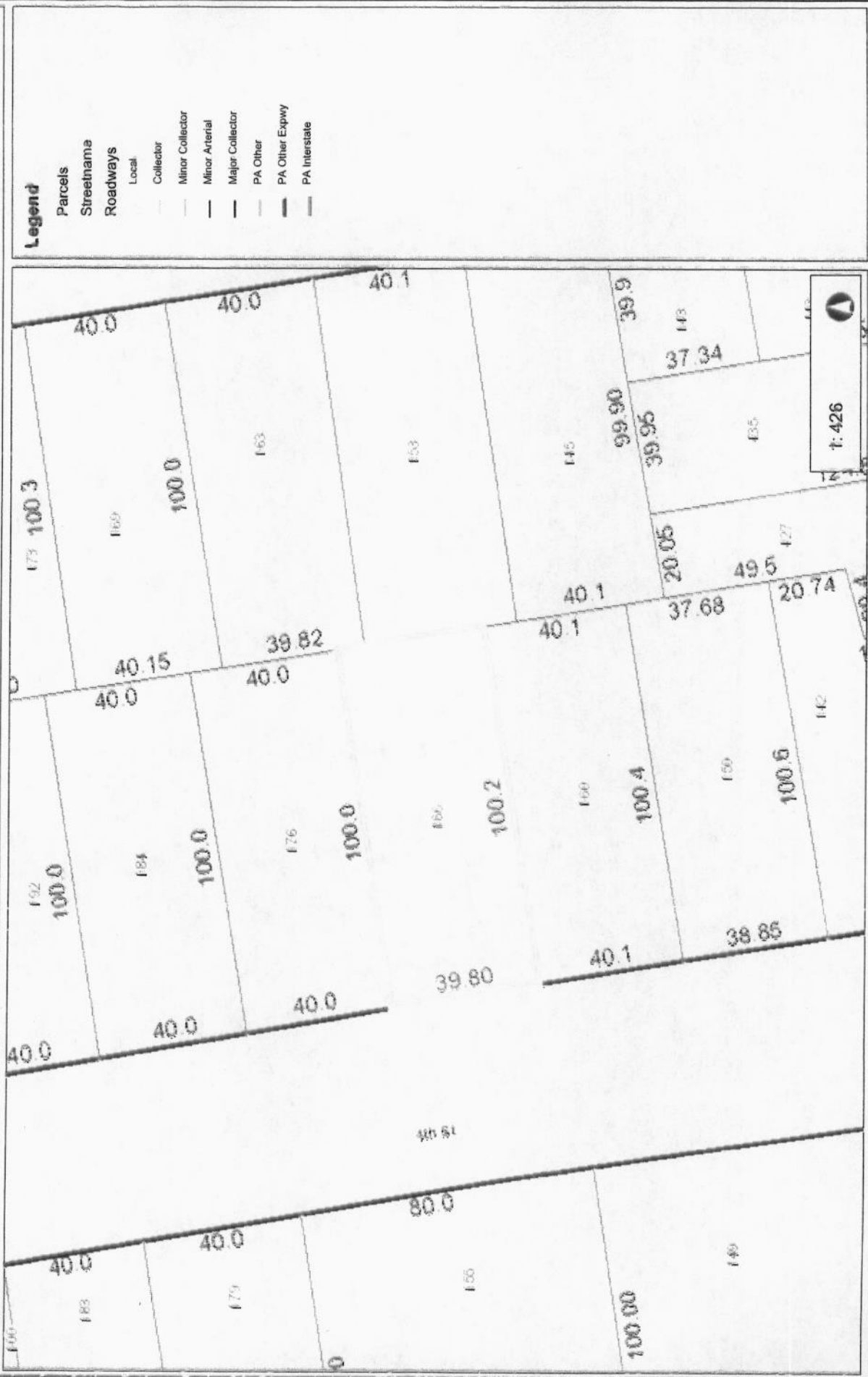
FOP





City of Bridgeport

My Map



- Legend**
- Parcels
 - Streethname
 - Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate

1:426



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION



WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Connecticut Metropolitan Council of Governments



APPRAISAL OF REAL PROPERTY

LOCATED AT:

166 4th Street # 166
V:8890 P:0084
Bridgeport, CT 06607

FOR:

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

AS OF:

October 8, 2020

BY:

Daniel Conte
Bakwin Pearson & Company Inc.
10 Middle Street, 7th Floor
Bridgeport, CT

Baldwin Pearson & Company Inc.
10 Middle Street, 7th Floor
Bridgeport, CT 06604
203-335-5117

October 20, 2020

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Re: Property: 166 4th Street # 168
Bridgeport, CT 06607

Opinion of Value: \$ 95,000
Effective Date: October 8, 2020

In accordance with your request, we have performed an interior and exterior observation the above referenced property. The Appraisal Report is attached.

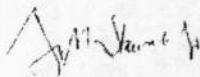
The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact us at 203-335-5117 if we can be of additional service to you.

Sincerely,



George Shawah Jr. MAI
License or Certification #: Certified General Appraiser RCG 557
State: CT Expires: April 30, 2021

THIS SUMMARY APPRAISAL REPORT IS INTENDED FOR USE BY THE LENDER/CLIENT FOR A MORTGAGE FINANCE TRANSACTION ONLY.

PROPERTY ADDRESS 166 4th St # 168 **CITY** Bridgeport **STATE** CT **ZIP CODE** 06607
LEGAL DESCRIPTION V:8890 P:0084 **COUNTY** Fairfield
ASSESSOR'S PARCEL NO. RP-0174000 **TAX YEAR** 2019 **R.E. TAXES \$** Exempt **SPECIAL ASSESSMENTS \$** N/A
BORROWER N/A **CURRENT OWNER** City of Bridgeport **OCCUPANT** Owner Tenant Vacant
NEIGHBORHOOD OR PROJECT NAME East End **PROJECT TYPE** PUD Condominium **HOA \$** Unk /Mo.
SALES PRICE \$ N/A **DATE OF SALE** 10/8/20 **INT OBS** Description / \$ amount of loan charges/concessions to be paid by seller **None Noted**
PROPERTY RIGHTS APPRAISED Fee Simple Leasehold **MAP REFERENCE** 37/738/7 **CENSUS TRACT** 0743.00

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	Single family housing	Condominium housing	
Built up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/supply	<input checked="" type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input type="checkbox"/> Under supply	PRICE \$(000)	AGE (yrs)	
Growth rate	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing time	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.	N/A	N/A	
Neighborhood boundaries	Long Island Sound to the South; Seaview Avenue to the West; Bridgeport/Stratford Line to the East; Metro North Tracks to the North. The subject is convenient to all required services.							N/A	N/A	N/A

Dimensions See GIS Map **Site area** 0.09 Acres **Shape** Mostly Rectangular
Specific zoning classification and description RC 2,700 SF per Dwelling Unit
Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal, attach description No zoning
Highest and best use of subject property as improved (or as proposed per plans and specifications): Present use Other use, attach description.
Utilities Public Other Public Other **Off-site improvements** Yes No **Type** Public Private
Electricity Water Street **Asphalt**
Gas Sanitary sewer Alley **None**

Are there any apparent adverse site conditions (basements, encroachments, special assessments, slide areas, etc.)? Yes No **If Yes, attach description.**
Source(s) used for physical characteristics of property: Interior and exterior inspection Exterior inspection from street Previous appraisal files
 MLS Assessment and tax records Prior inspection Property owner Other (Describe):
No. of Stories 2+ **Type (Det/Alt.)** Det **Exterior Walls** Asbestos Shingle **Roof Surface** Asphalt **Manufactured Housing** Yes No
Does the property generally conform to the neighborhood in terms of style, condition and construction materials? Yes No **If No, attach description.**
Are there any apparent physical deficiencies or conditions that would affect the soundness or structural integrity of the improvements or the livability of the property? Yes No **If Yes, attach description.**
Are there any apparent adverse environmental conditions (hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property? Yes No **If Yes, attach description.**

I researched the subject market area for comparable listings and sales that are the most similar and proximate to the subject property.
 My research revealed a total of **8** sales ranging in sales price from \$ **110,000** to \$ **150,000**.
 My research revealed a total of **N/A** listings ranging in list price from \$ **N/A** to \$ **N/A**.
 The analysis of the comparable sales below reflects market reaction to significant variations between the sales and the subject property.

FEATURE	SUBJECT	SALE 1	SALE 2	SALE 3
Address	166 4th St # 168 Bridgeport, CT 06607	108 Cowles St Bridgeport	342 Carroll Ave Bridgeport	238 Hewitt St Bridgeport
Proximity to Subject		0.68 miles E	0.37 miles SE	0.52 miles E
Sales Price	\$ N/A	\$ 110,000	\$ 120,100	\$ 132,600
Price/Gross Living Area	\$ 0	\$ 38.58 /sq ft	\$ 40.03 /sq ft	\$ 66.97 /sq ft
Data & Verification Sources		Pub Rec/MLS V:10262 P:144	Pub Rec/MLS V:10153 P:302	Pub Rec/MLS V:10078 P:97
VALUE ADJUSTMENTS		DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		None Noted	None Noted	None Noted Concession -2,600
Date of Sale/Time		8/6/2020	12/19/2019	8/13/19
Location	Average	Average	Average	Average
Site	0.09 Acres	0.09 Acres	0.08 Acres	0.08 Acres
View	Average	Average	Average	Average
Design (Style)	2 Family	2 Family	2 Family	2 Family
Actual Age (Yrs.)	113 Years	107 Years	108 Years	105 Years
Condition	Fair/Poor	Fair	Fair/Poor	Average
Above Grade	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths
Room Count	10 : 6 : 2	13 : 6 : 3	10 : 4 : 2	10 : 4 : 2
Gross Living Area	1,800 Sq. Ft.	2,851 Sq. Ft.	3,000 Sq. Ft.	1,980 Sq. Ft.
Basement & Finished Rooms Below Grade	Full Unfinished	Full Unfinished	Full Unfinished	Full Unfinished
Garage/Carport	3 Car Gar (NV)	Off Street	Off Street	Off Street
Amenities	Porches	Porches	Porches	Porches
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -31,800	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -18,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -31,700
Adjusted Sales Price of Comparables		\$ 78,200	\$ 102,100	\$ 100,900
Date of Prior Sale	8/1/2013	N/A	10/3/2019	N/A
Price of Prior Sale	\$ 0	\$ 0	\$ 80,500	\$ 0

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of the prior sales of subject and comparables: The subject is not listed for sale on the local MLS.
Summary of sales comparison and value conclusion: Condition and amenity adjustments based on market reaction. The quality and quantity of comparable sales data available for analysis is rated average. GLA adjusted at \$15.00/SF. All sales are closed transactions. The Sales Comparison Approach is the most reliable indicator of value. The Cost and Income Approaches to value were considered but not developed for this assignment. The final value was weighted and concluded at a mid range.

This appraisal is made "as-is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, or subject to the following repairs, alterations or conditions
BASED ON AN EXTERIOR INSPECTION FROM THE STREET OR AN INTERIOR AND EXTERIOR INSPECTION, I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT TO BE **95,000**, AS OF **October 8, 2020**

Desktop Underwriter Quantitative Analysis Appraisal Report

File No. _____

Project Information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No

Provide the following information for PUDs only if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit:

Total number of phases _____ Total number of units _____ Total number of units sold _____
 Total number of units rented _____ Total number of units for sale _____ Date Source(s) _____

Was the project created by the conversion of existing buildings into a PUD? Yes No If yes, date of conversion: _____

Does the project contain any multi-dwelling units? Yes No Date Source: _____

Are the common elements completed? Yes No If No, describe status of completion: _____

Are any common elements leased to or by the Home Owners' Association? Yes No If yes, attach addendum describing rental terms and options.

Describe common elements and recreational facilities: _____

Project Information for Condominiums (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No

Provide the following information for all Condominium Projects:

Total number of phases _____ Total number of units _____ Total number of units sold _____
 Total number of units rented _____ Total number of units for sale _____ Date Source(s) _____

Was the project created by the conversion of existing buildings into a condominium? Yes No If yes, date of conversion: _____

Project Type: Primary Residence Second Home or Recreational Row or Townhouse Garden Midrise Highrise

Condition of the project, quality of construction, unit mix, etc.: _____

Are the common elements completed? Yes No If No, describe status of completion: _____

Are any common elements leased to or by the Home Owners' Association? Yes No If yes, attach addendum describing rental terms and options.

Describe common elements and recreational facilities: _____

PURPOSE OF APPRAISAL: The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report based on a quantitative sales comparison analysis for use in a mortgage finance transaction.

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

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

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

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

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

Desktop Underwriter Quantitative Analysis Appraisal Report

File No.

APPRAISER'S CERTIFICATION:

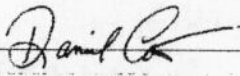
The Appraiser certifies and agrees that:

1. I performed this appraisal by (1) personally inspecting from the street the subject property and neighborhood and each of the comparable sales (unless I have otherwise indicated in this report that I also inspected the interior of the subject property); (2) collecting, confirming, and analyzing data from reliable public and/or private sources; and (3) reporting the results of my inspection and analysis in this summary appraisal report. I further certify that I have adequate information about the physical characteristics of the subject property and the comparable sales to develop this appraisal.
2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparable sales in this report that are the best available for the subject property. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.
3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
4. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
5. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
8. I estimated the market value of the real property that is the subject of this report based on the sales comparison approach to value. I further certify that I considered the cost and income approaches to value, but, through mutual agreement with the client, did not develop them, unless I have noted otherwise in this report.
9. I performed this appraisal as a limited appraisal, subject to the Departure Provision of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of the appraisal (unless I have otherwise indicated in this report that the appraisal is a complete appraisal, in which case, the Departure Provision does not apply).
10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with the estimate of market value for the subject property is consistent with the marketing time noted in the Neighborhood section of this report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the Neighborhood section.
11. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. I further certify that no one provided significant professional assistance to me in the development of this appraisal.

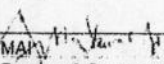
SUPERVISORY APPRAISER'S CERTIFICATION:

If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have examined the appraisal report for compliance with the Uniform Standards of Professional Appraisal Practice, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 5 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

APPRAISER:

Signature: 
 Name: Daniel Conte
 Company Name: Baldwin Pearson & Co. Inc.
 Company Address: 10 Middle Street, 7th Floor
Bridgeport, CT
 Date of Report/Signature: October 20, 2020
 State Certification #: RCR 0000131
 or State License #: _____
 State: CT
 Expiration Date of Certification or License: 04/30/2021

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: 
 Name: George Shawah Jr. MAI
 Company Name: Baldwin Pearson & Company Inc.
 Company Address: 10 Middle Street 7th Floor
Bridgeport, CT
 Date of Report/Signature: October 20, 2020
 State Certification #: RCG 557
 or State License #: _____
 State: CT
 Expiration Date of Certification or License: 04/30/2021

ADDRESS OF PROPERTY APPRAISED:

166 4th St # 168
Bridgeport, CT 06607

SUPERVISORY APPRAISER:

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street
- Did inspect interior and exterior of subject property

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street

APPRAISED VALUE OF SUBJECT PROPERTY \$ 95,000
 EFFECTIVE DATE OF APPRAISAL/INSPECTION October 8, 2020

LENDER/CLIENT:

Name: Max Diaz
 Company Name: City of Bridgeport
 Company Address: 999 Broad Street
Bridgeport, CT 06604

Supplemental Addendum

File No.

Client	City of Bridgeport/ Max Diaz						
Property Address	166 4th St # 168						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06607
Client	City of Bridgeport/ Max Diaz						

Explanatory Comments**Apparent Physical Deficiencies**

The subject is in poor condition. The interior needs to be gutted and rebuilt. It needs windows, roof, new kitchens, bathrooms, and mechanical systems need to be evaluated. The rear 3 car garage is not functional and needs to be repaired or replaced. According to the tenant, the heating system is not properly functioning. The site is overgrown, needs landscaping and a paved driveway.

Apparent Adverse Environmental Conditions

The appraiser noted significant peeling paint and asbestos siding as noted in the Tax Assessor's Field Card

Occupancy

The subject was occupied by Karen Smith.

• FIRREA/USPAP Addendum: Additional Comments

The appraiser is making an extraordinary assumption that the property being appraised is safe of any environmental/organic contamination and all information obtained in this appraisal investigation is accurate. The interior of the subject is considered to be in poor/fair condition.

In the normal course of the inspection process, the appraiser may note issues of an environmental concern which the client should address in their due diligence. Homes built before 1978 were known to contain lead based paint or other lead based materials which were used in the course of construction or maintenance of the property. Children and pregnant women are at risk if exposed to any pieces or remnants of lead based products. Many older homes are known to have asbestos, which was commonly used as insulation. The appraiser, unless otherwise noted in the report, did not observe any insulation which appeared to be asbestos. The appraiser would still recommend an inspection be performed by an expert in this field if the client so chooses. The appraiser, unless otherwise noted in the report, is not aware of any in ground oil storage tanks. Other toxins and or contaminants including mold may be present of which the appraiser has no knowledge. Specific education, testing or other regulatory requirements may be required to determine the extent, if any, of these substances. This is beyond the scope and qualifications of the appraiser. At all times, the responsibility for an absolute determination of any environmental issue is that of the client. The appraiser urges the client to obtain the services of an environmental expert for an absolute determination. This report cannot be used as an environmental assessment of the subject property.

It is assumed that all required building permits and/or certificates of occupancy have been obtained regarding any of the improvements on the subject property. Any research, historical or otherwise, required to confirm the existence of permits is considered to be beyond the scope of this appraisal assignment and the appraiser assumes no responsibility if any necessary building permits and/or certificates of occupancy have not been issued. Any workmanship in the subject property is assumed to have been done in accordance with state and local building codes and other applicable regulations and the appraiser assumes no responsibility if it has not.

The appraiser reserves the right to amend any or all of this report if inspections disclose information not visually available to the appraiser at the time of the interior observation.

FIRREA / USPAP ADDENDUM

Client: City of Bridgeport/ Max Diaz
 Property Address: 166 4th Street # 166
 City: Bridgeport County: Fairfield State: CT Zip Code: 06607
 Client: City of Bridgeport/ Max Diaz
 Purpose:

Estimate market value as of the effective date of the appraisal.

Scope

The appraiser relied on information from files maintained in the appraiser's office, knowledge of the market, Town Hall records and MLS data, which are assumed to be accurate. The appraiser analyzed not only current market conditions but also historical evidence. Sales that were considered appropriate comparables were further analyzed and the best sales were utilized in this appraisal report. All approaches to value were considered and developed if appropriate for this assignment. The subject's market area, site and improvements were analyzed. If appropriate, a highest and best use analysis was developed. The appraiser considered all factors that impact the subject either positively or negatively. The final reconciliation considers all of the data necessary to competently complete this appraisal assignment.

Intended Use / Intended User

The intended use of this appraisal report is to value the asset for possible sale. This appraisal report was prepared for the client referenced in the report and/or their assigns and is not intended for reliance by parties who as a matter of law or local custom may obtain a copy of said report. Further, the work product contained in the appraisal report is the property of the appraiser while the report is the property of the client. Any use of this report without the expressed written permission of the appraiser is prohibited.

History of Property

Current listing information: See Form

Prior 180: No Prior Sale 3 Years

Exposure Time / Marketing Time

Reasonable exposure time is estimated to be under 180 days at a use and value consistent with the findings in this report.

Personal (non-realty) Transfers

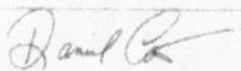
Personal property was not considered in the final value estimate for the subject.

Additional Comments

See attached agenda.

Certification Statement

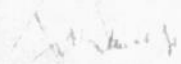
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an interest of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
3. The appraiser represents that he has the experience, education and knowledge to properly complete this assignment.
4. The appraiser has provided professional services within the last 3 years.



Appraiser(s): Daniel Conte

Effective date / Report date

October 8, 2020 / October 20, 2020



Supervising Appraiser(s):

George Shavahr Jr. MAI

Effective date / Report date

October 8, 2020 / October 20, 2020

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us any time if you have any questions about the confidentiality of the information that you provide to us.

1503 STATE ST #REAR

Location 1503 STATE ST #REAR

Mblu 19/ 1233/ 20/A/

Acct# E--0172800

Owner BRIDGEPORT CITY OF

Assessment \$101,490

Appraisal \$144,990

PID 10045

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2019	\$8,670	\$136,320	\$144,990

Assessment			
Valuation Year	Improvements	Land	Total
2019	\$6,070	\$95,420	\$101,490

Owner of Record

Owner BRIDGEPORT CITY OF
 Co-Owner PLANNING & ECONOMIC DEV
 Address 999 BROAD ST
 BRIDGEPORT, CT 06604

Sale Price \$0
 Certificate
 Book & Page 4473/0121
 Sale Date 12/11/2000
 Instrument

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		4473/0121		12/11/2000
	\$0		1327/0288		12/28/1965

Building Information

Building 1 : Section 1

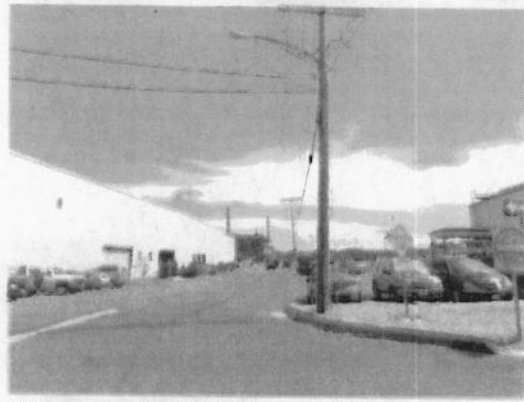
Year Built:
 Living Area: 0
 Replacement Cost: \$0
 Building Percent Good:
 Replacement Cost
 Less Depreciation: \$0

Building Photo

Building Attributes	
Field	Description



Style	Vacant Land
Model	
Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms	
Total Full Baths	
Total Half Baths	
Total Xtra Fixtrs:	
Total Rooms	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Fireplaces	
Usrflid 103	
Usrflid 104	
Usrflid 105	
Fin Bsmt Area	
Fin Bsmt Quality	
Num Park	
Bsmt Garages	
Usrflid 108	
Usrflid 101	
Usrflid 102	
Usrflid 300	
Usrflid 301	



(<http://images.vgsi.com/photos2/BridgeportCTPhotos/0007116189.JPG>)

Building Layout

(ParcelSketch.ashx?pid=10045&bid=10045)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend

No Data for Extra Features

Land

Land Use

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

Land Line Valuation

Size (Acres) 0.48
 Frontage 0
 Depth 0
 Assessed Value \$95,420
 Appraised Value \$136,320

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph			4725.00 SF	\$7,090	1
FN1	Fence, Chain	6	6 ft	226.00 LF	\$1,580	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$8,670	\$136,320	\$144,990
2017	\$8,670	\$136,320	\$144,990
2016	\$8,670	\$136,320	\$144,990

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$6,070	\$95,420	\$101,490
2017	\$6,070	\$95,420	\$101,490
2016	\$6,070	\$95,420	\$101,490

CURRENT ASSESSMENT		CURRENT ASSESSMENT		CURRENT ASSESSMENT	
Code	Assessed	Code	Assessed	Code	Assessed
21	136,320	21	136,320	21	95,420
55	8,670	55	8,670	55	6,070
Total		Total		Total	
144,990		144,990		101,490	

PREVIOUS ASSESSMENTS (HISTORY)	
Year	Assessed
2018	95,420
2017	95,420
2016	6,070
Total	
101,490	

EXEMPTIONS	
Year	Description
2015	BAAX
Total	
101,490.00	

OTHER ASSESSMENTS	
Code	Description
21	2019
55	2018
Total	
101,490	

ASSESSING NEIGHBORHOOD	
Nbhd	Tracing
IC	B
Total	
101,490.00	

THIS PARCEL WAS FORMERLY 623 HANCOCK AV
 MAP VOL 54 PAGE 249
 COMBINED 62 LESBIA ST HERE
 FOR 2011 G/L BLOCK/LOT 1233/2

BUILDING PERMIT RECORD							
Permit Id	Issue Date	Description	Amount	Insp Date	% Comp	Date Comp	Comments

LAND LINE VALUATION SECTION																	
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Location Adjustment	Adj Unit P	Land Value				
1	920	Mun Lnd Com	ILI	20,757	8.21	1.00000	1	1.00	IC	0.800	1.0000	6.57	136,320				
Total Card Land Units												20,757	SF	Parcel Total Land Area	0.4765	Total Land Value	136,320

VISIT / CHANGE HISTORY					
Date	Id	Type	Is	Cd	Purpose/Result
12-14-2011	RK	07		12	Change - Map Filed
08-26-2008	AD			91	Com Field Review
07-16-2008	JB			00	Measured & Listed
06-18-1991	AP			A	Inside Inspection

This signature acknowledges a visit by a Data Collector or Assessor

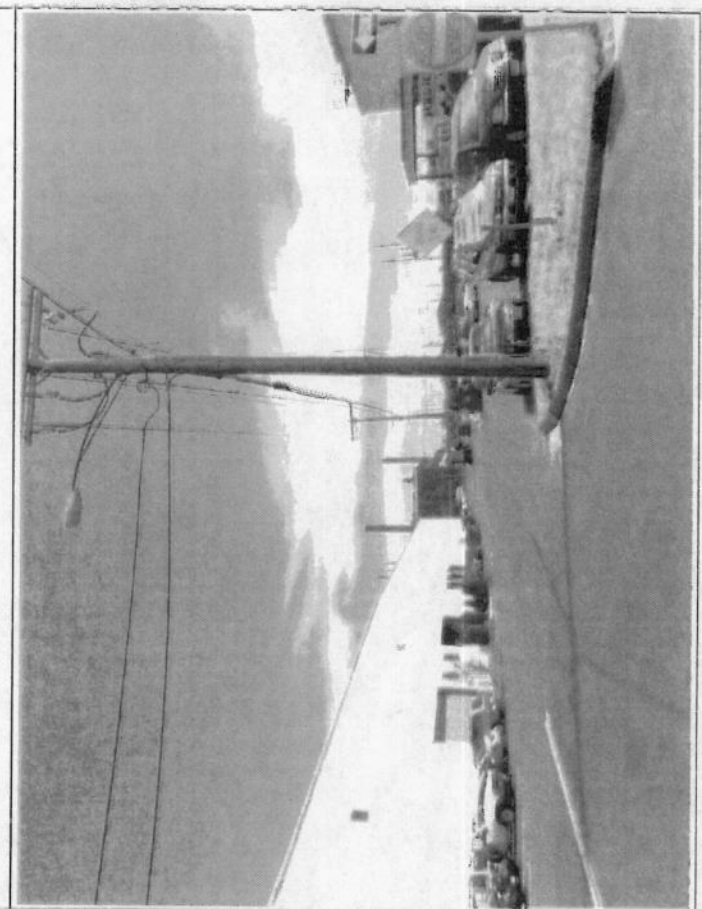
CONSTRUCTION DETAIL

Element	Cd	Description	Element	Cd	Description
Style: 99		Vacant Land			
Model: 00		Vacant			
Grade:					
Stories:					
Occupancy:					
Exterior Wall 1:					
Exterior Wall 2:					
Roof Structure:					
Roof Cover:					
Interior Wall 1:					
Interior Wall 2:					
Interior Fir 1:					
Interior Fir 2:					
Heat Fuel:					
Heat Type:					
AC Type:					
Total Bedrooms					
Total Full Baths					
Total Half Baths					
Total Xtra Fixtrs					
Total Rooms					
Bath Style:					
Kitchen Style:					
Fireplaces					
Fin Bsmt Area					
Fin Bsmt Qualit					
Bsmt Garages					

CONSTRUCTION DETAIL (CONTINUED)	
Parcel Id	Ownr
Adjust Type	Description
Condo Fir	Factor%
Condo Unit	
COST / MARKET VALUATION	
Building Value New	
Year Built	
Effective Year Built	
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	
External Obsolescence	1.000
Trend Factor	
Condition %	
Percent Good	
RCNLD	
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
PAV1	Paving Asph	L	4,725	3.00	1993		50	0.00	0.00	7,090
FN1	Fence, Chain	L	226	14.00	1991		50	0.00	0.00	1,580

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
		0	0	0	0	0
Ttl Gross Liv / Lease Area		0	0	0	0	0



No Sketch

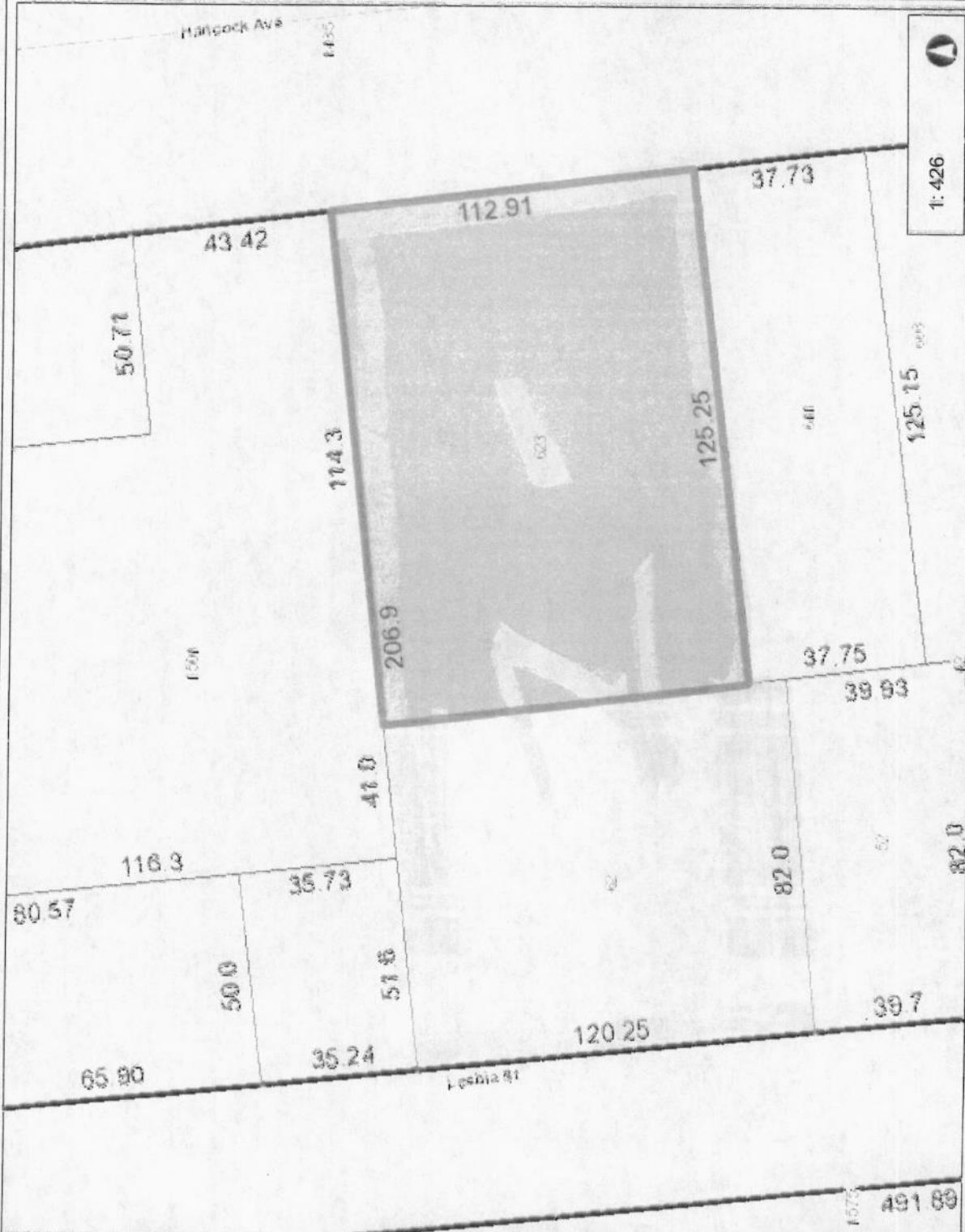


City of Bridgeport

My Map

Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate



1:426

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



71.0 0 35.49 71.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Connecticut Metropolitan Council of Governments

November 16, 2020

Mr. Max Perez
Director of Business Development
City of Bridgeport
Office of Planning & Economic Development
999 Broad Street
Bridgeport, Connecticut 06604

Re: 1503 State Street (rear)
Bridgeport, Connecticut
City of Bridgeport Planning
& Economic Development
Appraisal of Land

Dear Mr. Perez:

In accordance with your request, I have completed an appraisal of the above captioned property, for the purpose of estimating the Market Value of the Fee Simple Estate as of November 2, 2020.

The intended user of this appraisal report is The City of Bridgeport, Department of Economic Development. The appraisal will be used for the negotiation of a possible sale.

The property consists of a rectangular shaped lot, with frontage on Lesbia Street and Hancock Avenue. The total land area is estimated to be approximately 17,845 square feet or .41 Acres. It should be noted, that the Tax Assessor shows a much larger land area of 20,757 square feet which is incorrect based on a field measurement. Your appraiser suggests that a survey be performed to determine the actual square footage of the site.

The lot is vacated gravel/asphalt covered lot, with minimal site improvements. Site improvements are limited to anodized steel fencing around the perimeter.

The site is currently used for off street parking by DeYulio's Sausage Company.

The general neighborhood is dominated by large industrial companies such as DeYulio's Sausage Company, ACDO Granite, and Fuel Cell Technologies.

In estimating the Market Value of the Fee Simple Estate, I utilized the Direct Sales Comparison Approach to Value.

My estimate of Market Value assumes that the property is Environmentally Clean.

As a result of my market research and the application of acceptable appraisal procedures, it is my opinion that the Market Value of the Fee Simple interest of the subject property, as of November 2, 2020 is:

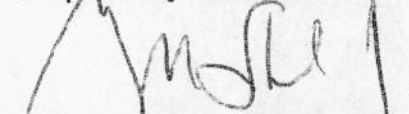
\$90,000
NINETY THOUSAND DOLLARS

This report has been prepared in accordance with regulations for Appraisal Reports as set forth under Standards Rules 2-2 (a) of the Uniform Standards of Professional Appraisal Practice, as adopted by the Appraisal Institute (USPAP) and with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

The undersigned appraiser of this report has the experience and competency to complete this report in accordance with the competency provision in the USPAP.

Your attention is invited to the appraisal report which follows and to the photographs and maps which are also made a part of this report.

Respectfully submitted,



George M. Shawah, Jr., MAI
President

RCG.0000557

Exp. Date: April 30, 2021

33 LEE AV #35

Location 33 LEE AV #35

Mblu 20/ 1151/ 31/ /

Acct# EB-0011000

Owner BRIDGEPORT CITY OF

Assessment \$14,280

Appraisal \$20,390

PID 8772

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$350	\$20,040	\$20,390
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$250	\$14,030	\$14,280

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address EXEMPT PARCEL N/A
 BRIDGEPORT, CT 0

Sale Price \$0
Certificate
Book & Page 0000/0000
Sale Date
Instrument

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		0000/0000		

Building Information

Building 1 : Section 1

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

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land
Model	

Grade:	
Stories:	
Occupancy:	
Exterior Wall 1:	
Exterior Wall 2:	
Roof Structure:	
Roof Cover:	
Interior Wall 1:	
Interior Wall 2:	
Interior Flr 1:	
Interior Flr 2:	
Heat Fuel:	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Full Baths:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens:	
Fireplaces:	
Usrflid 103:	
Usrflid 104:	
Usrflid 105:	
Fin Bsmt Area:	
Fin Bsmt Quality:	
Num Driv:	
Bsmt Garages:	
Usrflid 108:	
Usrflid 102:	



(http://images.vgsi.com/photos2/BridgeportCT/Photos/\00\09\51\61.jpg)

Building Layout

(ParcelSketch.ashx?pid=8772&bid=8772)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 921

Land Line Valuation

Size (Acres) 0.07

Description Mun Lnd Res
Zone RC
Neighborhood 0540
Alt Land Appr No
Category

Frontage 0
Depth 0
Assessed Value \$14,030
Appraised Value \$20,040

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FN1	Fence, Chain	4	4 ft	64.00 LF	\$350	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2017	\$350	\$20,040	\$20,390
2016	\$350	\$20,040	\$20,390
2015	\$350	\$20,040	\$20,390

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$250	\$14,030	\$14,280
2016	\$250	\$14,030	\$14,280
2015	\$250	\$14,030	\$14,280

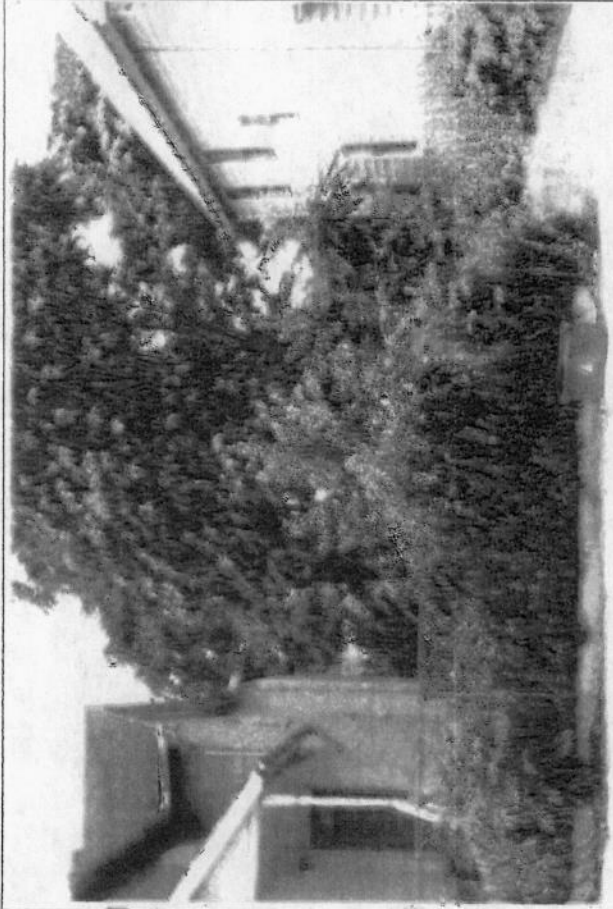
(c) 2019 Vision Government Solutions, Inc. All rights reserved.

Element	Cd	Description	Element	Cd	Description
Style:	99	Vacant Land			
Model:	00	Vacant			
Grade:					
Stories:					
Occupancy:					
Exterior Wall 1:					
Exterior Wall 2:					
Roof Structure:					
Roof Cover:					
Interior Wall 1:					
Interior Wall 2:					
Interior Fir 1:					
Interior Fir 2:					
Heat Fuel:					
Heat Type:					
AC Type:					
Total Bedrooms					
Total Full Baths					
Total Half Baths					
Total Xtra Fixtrs					
Total Rooms					
Bath Style:					
Kitchen Style:					
Fireplaces					
Fin Bsmt Area					
Fin Bsmt Qualit					
Bsmt Garages					

CONSTRUCTION DETAIL (CONTINUED)	
Parcel Id	Ownr
Adjust Type	Description
Condo Fir	Factor%
Condo Unit	
COST / MARKET VALUATION	
Building Value New	
Year Built	
Effective Year Built	
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	
External Obsolescence	
Trend Factor	1.000
Condition	
Percent Good	
RCNLD	
Dep % Ovr	
Dep Ovr Contraent	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond. Cd	% Cd	Grade	Grade Adj.	Appr. Value
FN1	Fence, Chain	L	64	11.00	1993		.50		0.00	350

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eiff Area	Unit Cost	Undeprec. Value
	Ttl Gross Liv / Lease Area	0	0	0	0	0



No Sketch

Property Location 33 LEE AV #35
 Vision ID 8772

Account # EE-0911000

Map ID 2071151A317

Bldg Name
 Sec # 1 of 1

State Use 921
 Print Date 7/19/2019 2:53

CURRENT OWNER

BRIDGEPORT CITY OF
 EXEMPT PARCEL N/A
 BRIDGEPORT CT
 BRIDGEPORT, CT

TOPO UTILITIES SORT/ROAD LOCATION
 All Pict ID 1151-31
 Census Tr CEN709
 Hearst 200-200
 Freest
 GIS ID 1151-31

Supplemental Data
 Special Dis
 Assoc Pict#

Current Assessment
 Cycle: 11
 Appraised 20,040
 Assessed 14,030
 250

VISION

RECORD OF OWNERSHIP

Year	Code	Description	Amount
2015	BAAX		14,280.00
Total			14,280.00

BUYER/PAGE SALE DATE QUANTITY SALE PRICE VALUE

Year	Code	Description	Amount
2017	11		14,030
2017	14		250
Total			14,280

PREVIOUS ASSESSMENTS HISTORY

Year	Code	Assessed	Year	Code	Assessed
2016	11	14,030	2016	11	14,030
2016	14	250	2016	14	250
Total			14,280		

EXEMPTIONS

Year	Code	Description	Amount
2015	BAAX		14,280.00
Total			14,280.00

OTHER ASSESSMENTS

Year	Code	Description	Amount
2017	11		14,030
2017	14		250
Total			14,280

ASSESSING NEIGHBORHOOD

Nbrhd Name
 Nbrhd 005
 E
 Tracing

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)
 Appraised Mf. (B) Value (Bldg)
 Appraised Ob. (B) Value (Bldg)
 Appraised Land Value (Bldg)
 Special Land Value
 Total Appraised Parcel Value
 Valuation Method

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Description	Amount	Inst Date	% Comp	Date Comp	Comments

VISIT CHANGE HISTORY

Date	Id	Type	Is	Co	Purpose/Result
05-24-2008	DWDM	01			Res Field Re view
05-14-2008	BS				Vacant Lot Insp.
07-09-1991	MC				Inside Inspection

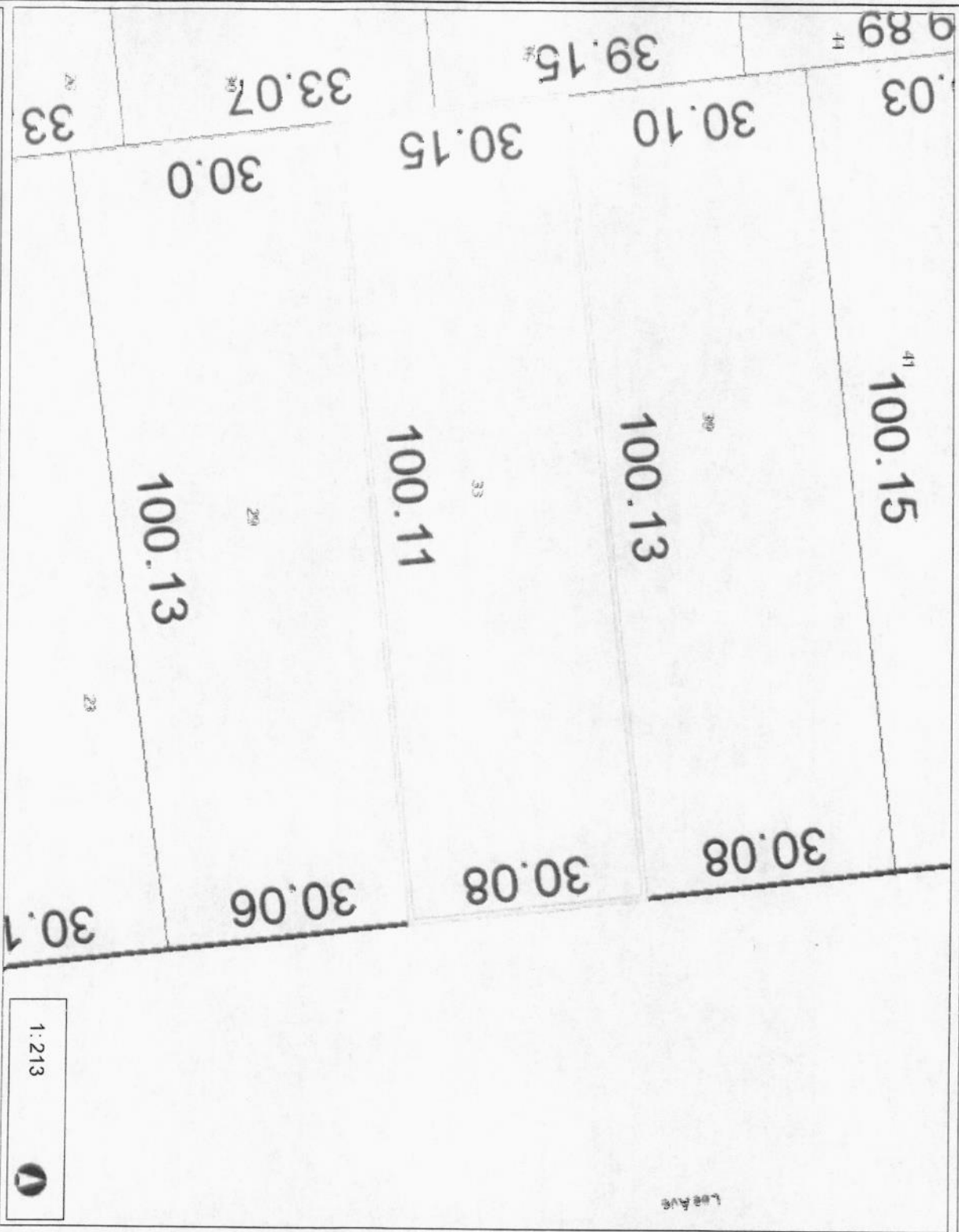
LAND LINE VALUATION SECTION

B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cont	Mthd	Nbrhd	Acq	Notes	Location Adjustment	Adj Unit P	Land Value			
1	921 Mun Lnd Res	RC		3,015 SF	15.32	1,00000	5	0.10	0540	0420	P01DEV		1,0000	6.65	20,040			
Total Card Land Units														3,015 SF	Parcel Total Land Area	0.6692	Total Land Value	20,040



City of Bridgeport

My Map

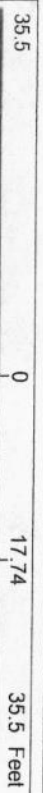


1:213



Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate



WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Connecticut Metropolitan Council of Governments

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THIS MAP IS NOT TO BE USED FOR NAVIGATION





APPRAISAL OF REAL PROPERTY

LOCATED AT:

33 Lee Ave # 35

Bridgeport, CT 06605

FOR:

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

AS OF:

March 4, 2020

BY:

Daniel Conte
Baldwin Pearson & Company Inc.
10 Middle Street
Bridgeport, CT 06604

Baldwin Pearson & Company Inc.
10 Middle Street
Bridgeport, CT 06604

March 5, 2020

City of Bridgeport
999 Broad Street
Bridgeport, CT

Re: Property: 33 Lee Ave # 35
Bridgeport, CT 06605
Client: City of Bridgeport

In accordance with your request, we have performed an exterior/curbside observation of the above referenced property. The Appraisal Report is attached. Extraordinary Assumptions were used in this assignment.

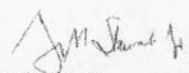
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership as of **March 4, 2020**.

This report is based on a limited analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached. Based on additional considerations as outlined in the report, we have the estimated the value to be:

EIGHT THOUSAND DOLLARS
(\$8,000.00)

Sincerely,



George M. Shawah, Jr., MAI
State of Connecticut
Certified General Appraiser RCG 557

Borrower City of Bridgeport **Census Tract** 0709.00 **File No.** N/A
Property Address 33 Lee Ave # 35 **Map Reference**
City Bridgeport **County** Fairfield **State** CT **Zip Code** 06605
Legal Description n/a
Sale Price \$ N/A **Date of Sale** N/A **Loan Term** N/A yrs. **Property Rights Appraised** Fee Leasehold De Minimis PUD
Actual Real Estate Taxes \$ Exempt (yr) **Loan charges to be paid by seller** \$ N/A **Other sales concessions** N/A
Lender/Client City of Bridgeport **Address** 999 Broad Street, Bridgeport, CT
Occupant Vacant **Appraiser** Daniel Conte **Instructions to Appraiser** Estimate Market Value

Location Urban Suburban Rural
Build Up Over 75% 25% to 75% Under 25%
Growth Rate Fully Dev. Rapid Steady Slow
Property Values Increasing Stable Declining
Demand/Supply Shortage In Balance Oversupply
Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.

Present Land Use 20% One-Unit 30% 2-4 Unit 10% Apts. 5% Condo 15% Commercial
Change in Present Land Use Not Likely Likely (*) Taking Place (*)
Predominant Occupancy Owner Tenant Vacant <10%
One-Unit Price Range \$ N/A to \$ N/A **Predominant Value** \$ N/A
One-Unit Age Range N/A yrs. to N/A yrs. **Predominant Age** N/A yrs.
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)
The subject is situated in a residential/industrial area of the City in the West End. It has average appeal in the market. It is convenient to transportation routes as well as all required services.

Dimensions See GIS Map = 0.07 Acres **Present Improvements** Do Do Not Corner Lot
Zoning Classification RC 2,700 SF/Dwelling Unit **Conform to Zoning Regulations**
Highest and Best Use Present Use Other (specify) Improve as per regulations
Public At Street **OFF SITE IMPROVEMENTS** **Topo** Level
Elec. At Street **Street Access** Public Private **Size** 0.04 Acres
Gas At Street **Surface** Asphalt **Shape** Rectangular
Water At Street **Maintenance** Public Private **View** Industrial/Residential
San. Sewer At Street Storm Sewer Curb/Gutter **Drainage** Assumed Adequate
 Underground Elect. & Tel. Sidewalk Street Lights
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)
The subject has all required services at the street. The most probable user is an adjacent property owner. The site appears level.

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

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	33 Lee Ave # 35 Bridgeport, CT 06605	41 Lee Ave Bridgeport, CT 06605	55 Bunnell St Bridgeport, CT 06607	319 Wilmot Ave Bridgeport, CT 06607
Proximity to Subject		0.01 miles N	2.11 miles E	2.33 miles E
Sales Price	\$ N/A	\$ 11,000	\$ 10,000	\$ 10,000
Price \$/SF Adj	\$	\$ 3.16/sf	\$ 3.28/sf	\$ 2.55/sf
Data Source(s)	TH/Observation	Pub Rec V:9853 P:0077	Pub Rec V:10123 P:161	Pub Rec V:10009 P:121
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale/Time Adj.	N/A	7/13/18	11/15/19	5/1/19
Location	Average	Average	Average	Average
Site/View	0.07 Acres	0.08 Ac/Res	0.07 Ac/Res	0.09 Ac/Res
Zone	RC	RC	RC	RBB
Approved Lot	No	No	No	No
Legal/Survey	Fair	Average	Average	Average
See Addenda		-2,500	-2,500	-2,500
Sales or Financing Concessions	N/A			N/A
Net Adj. (Total)		\$ -2,500	\$ -2,500	\$ -2,500
Indicated Value of Subject		\$ 8,500	\$ 7,500	\$ 7,500
Comments on Market Data	Use of older data is warranted as it is on the subject street.			

Comments and Conditions of Appraisal Refer to the addenda section which is an integral part of the report regarding the rational in developing this appraisal assignment and the use of an Extraordinary Assumptions.

Final Reconciliation All weight was assigned to the Sales Comparison Approach to value. Income Approach and the Cost Approach were considered but not developed. The weighted and rounded to the closest \$1,000 increment.

I (WE) ESTIMATE THE MARKET VALUE AS DEFINED OF THE SUBJECT PROPERTY AS OF March 4, 2020 **TO BE \$** 8,000
Appraiser Daniel Conte **Supervisory Appraiser (if applicable)** George M. Shawah, Jr., MAI
Date of Signature and Report March 5, 2020 **Date of Signature** March 5, 2020
Title MAI **Title** MAI
State Certification # RCR 0000131 **State Certification #** RCG 557
Or State License # **Or State License #**
Expiration Date of State Certification or License 04/30/2020 **Expiration Date of State Certification or License** 04/30/2020
Date of Inspection (if applicable) March 4, 2020 **Did** **Did Not** **Inspect Property** **Date of Inspection** 04/30/2020

Supplemental Addendum

File No. N/A

Client	City of Bridgeport				
Property Address	33 Lee Ave # 35				
City	Bridgeport	County	Fairfield	State	CT
Client	City of Bridgeport			Zip Code	06605

• Land : Market Data Comments

The comparable sales are non conforming lots and based on setback requirements as well as lot size and may not allow for development. The subject lot is smaller than the zone permits and based on its size and required setback issues, it is unlikely that any structure would return enough value to the land to be considered reasonable. Parcels like these are typically purchased by adjacent property owners.

EXTRAORDINARY ASSUMPTION

The appraiser is making an extraordinary assumption that the property being appraised is safe of any environmental/organic contaminants and that all information provided in this analysis is assumed to be accurate.

Adjustment for Legal/Survey

In looking at the property and the GIS Map it appears that there is an encroachment. Fencing from an adjacent property appears to encroach on the subject site. The adjustment applied reflects the cost of performing a survey and title search to determine an accurate legal description. There was no volume and page provided on the Field Card and a title search is beyond the scope of this assignment.

FIRREA / USPAP ADDENDUM

Client: City of Bridgeport
 Property Address: 33 Lee Ave # 35
 City: Bridgeport County: Fairfield State: CT Zip Code: 06605
 Client: City of Bridgeport

Purpose: _____

Estimate Market Value: _____

Scope: _____

The appraiser relied on information from files maintained in the appraisers office, knowledge of the market, Town Hall records, electronic media and MLS data, client information which are assumed to be accurate. The appraiser analyzed not only current market conditions but also historical evidence. Sales that were considered appropriate comparables were further analyzed and the best sales were utilized in this appraisal report. All approaches to value were considered and developed if appropriate for this assignment. The subject's market area, site and improvements were analyzed. If appropriate, a highest and best use analysis was developed. The appraiser considered all factors that impact the subject either positively or negatively. The final reconciliation considers all of the data necessary to competently complete this appraisal assignment.

Intended Use / Intended User: _____

The intended use of this appraisal report is to establish a value for sale. This appraisal report was prepared for Max Perez, City of Bridgeport, CT, the client referenced in the report and/or their assigns and is not intended for reliance by parties who as a matter of law or local custom may obtain a copy of said report. Further, the work product contained in the appraisal report is the property of the appraiser while the report is the property of the client. Any use of this report without the expressed written permission of the appraiser is prohibited.

History of Property: _____

Current listing information: The property is not nor has it been listed in the last 12 months.

Prior sale: No sale price was recorded.

Exposure Time / Marketing Time: _____

Reasonable exposure time is estimated to be under 180 days at a use and value consistent with the findings in this report.

Personal (non-realty) Transfers: _____

Personal property was not considered in the final value estimate for the subject.

Additional Comments: _____

By this extraordinary assumption, it is assumed that the subject being appraised is free of any environmental/organic contamination and that all information gathered in this appraisal investigation is accurate.

• FIRREA/USPAP Addendum: Additional Comments

The appraiser is making an extraordinary assumption that the property being appraised is safe of any environmental/organic contaminants and that all information provided in this analysis is assumed to be accurate. Information regarding the subject was taken from the Tax Assessor's field card as well as the appraiser's exterior inspection. Properties built before 1978 may have been built or maintained with substances that are considered toxic by today's standards. The appraiser recommends that the subject be tested if the client so chooses.

It is assumed that all required building permits and/or certificates of occupancy have been obtained regarding any of the improvements on the subject property except as noted in the report. Any research, historical or otherwise, required to confirm the existence of permits is considered to be beyond the scope of this appraisal assignment and the appraiser assumes no responsibility if any necessary building permits and/or certificates of occupancy have not been issued. Any workmanship in the subject property is assumed to have been done in accordance with state and local building codes and other applicable regulations and the appraiser assumes no responsibility if it has not.

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.
3. The appraiser represents that he has the knowledge and experience to competently complete this assignment.
4. The appraiser represents that to the best of his knowledge he has not performed professional services relative to the subject property within the last three years.

Appraiser(s): Daniel Conte Supervisory Appraiser(s): George M. Shawah, Jr., MAI

Effective date / Report date: March 4, 2020/March 5, 2020 Effective date / Report date: March 4, 2020/March 5, 2020

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

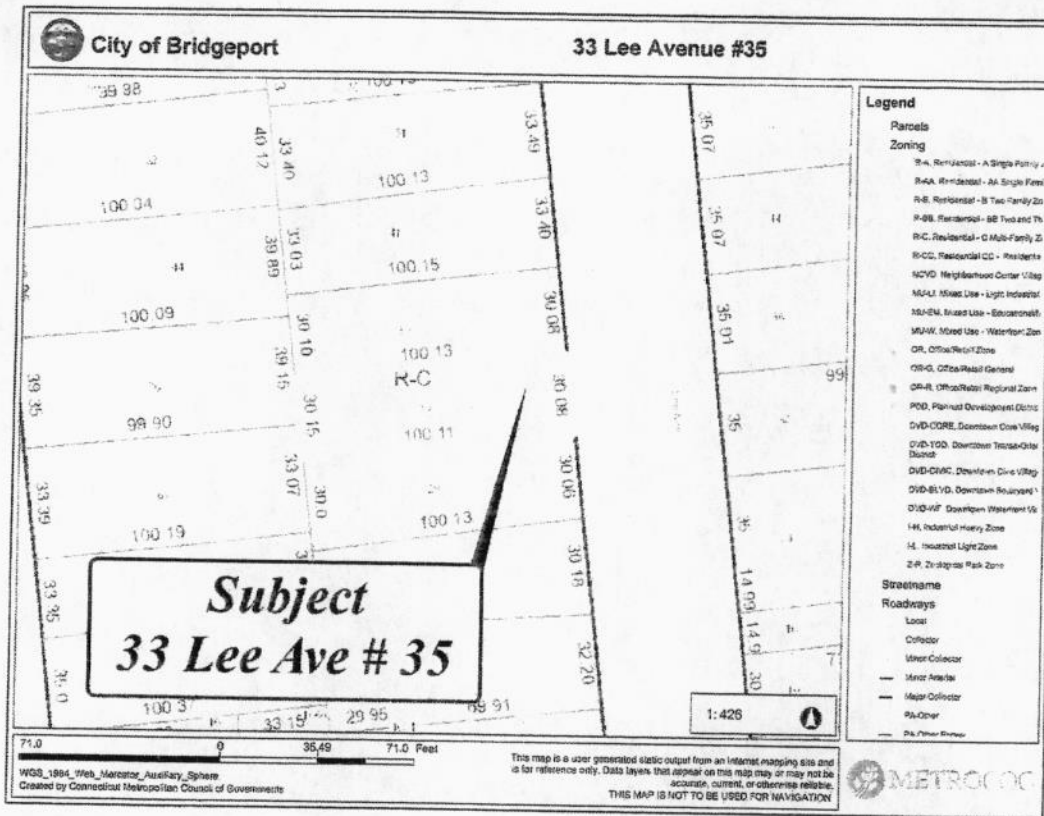
A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us an any time if you have any questions about the confidentiality of the information that you provide to us.

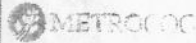
GIS Map



Subject
33 Lee Ave # 35

71.0 0 35.49 71.0 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Connecticut Metropolitan Council of Governments

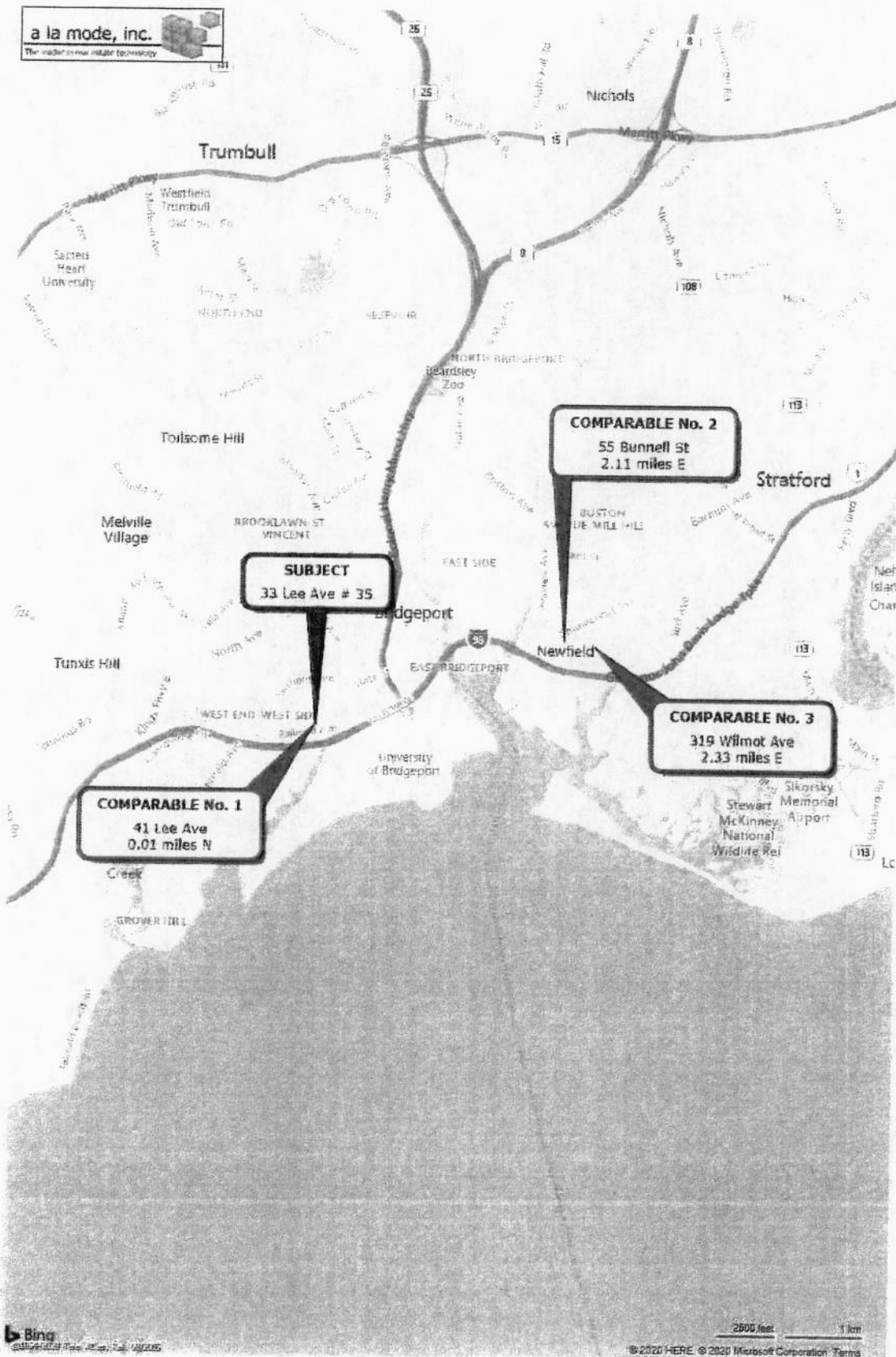
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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Location Map

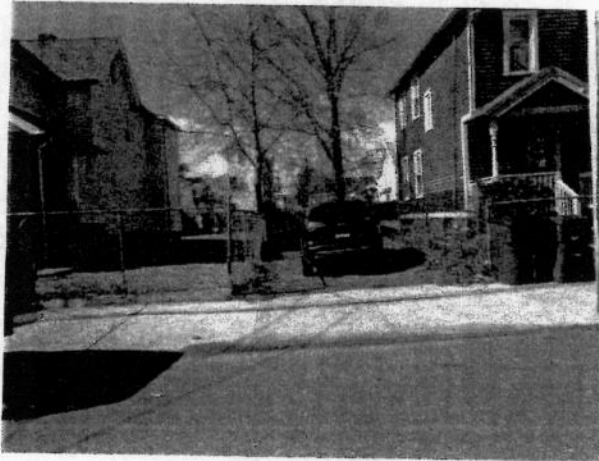
Client	City of Bridgeport				
Property Address	33 Lee Ave # 35				
City	Bridgeport	County	Fairfield	State	CT
Client	City of Bridgeport			Zip Code	06605

The location of the comparables are based on a mapping program out of the control of the appraiser and is assumed accurate.



Subject Photo Page

Client	City of Bridgeport		
Property Address	33 Lee Ave # 35		
City	Bridgeport	County	Fairfield
		State	CT
		Zip Code	06605
Client	City of Bridgeport		



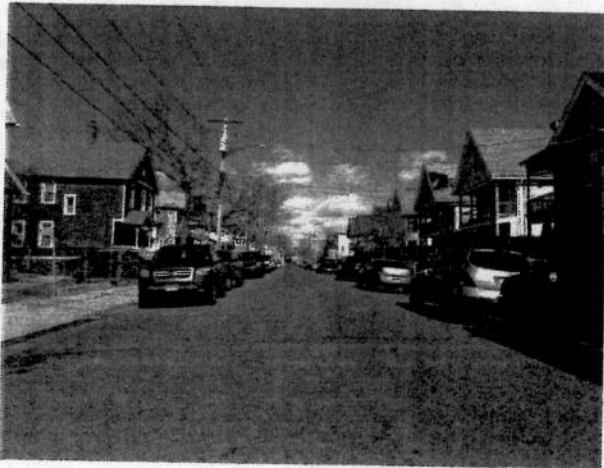
Subject Front

33 Lee Ave # 35

N/A

Average
0.07 Acres

Subject Rear



Subject Street

Comparable Photo Page

Client	City of Bridgeport				
Property Address	33 Lee Ave # 35				
City	Bridgeport	County	Fairfield	State	CT
Client	City of Bridgeport			Zip Code	06605



Comparable 1

41 Lee Ave
 Proximity 0.01 miles N
 Sale Price 11,000



Comparable 2

55 Bunnell St
 Proximity 2.11 miles E
 Sale Price 10,000

MLS Photo



Comparable 3

319 Wilmot Ave
 Proximity 2.33 miles E
 Sale Price 10,000

MLS Photo

Assumptions, Limiting Conditions & Scope of Work

Property Address: 33 Lee Ave # 35	City: Bridgeport	File No.: N/A
Client: City of Bridgeport	Address: 999 Broad Street, Bridgeport, CT 06604	State: CT Zip Code: 06605
Appraiser: Daniel Conte	Address: 10 Middle Street, Bridgeport, CT 06604	

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

In the development and reporting of the appraisal assignment, the appraiser utilized Extraordinary Assumptions and a Hypothetical Condition.

Certifications & Definitions

Property Address: 33 Lee Ave # 35	City: Bridgeport	File No.: N/A
Client: City of Bridgeport	Address: 999 Broad Street, Bridgeport, CT 06604	State: CT Zip Code: 06605
Appraiser: Daniel Conte	Address: 10 Middle Street, Bridgeport, CT 06604	

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

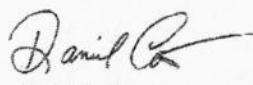
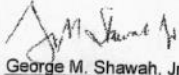
DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Max Perez	Client Name: City of Bridgeport
E-Mail:	Address: 999 Broad Street, Bridgeport, CT 06604

APPRAISER  Appraiser Name: Daniel Conte Company: Baldwin Pearson & Company, Inc. Phone: 203-335-5117 Fax: 203-335-5119 E-Mail: baldwinpearson@aol.com Date Report Signed: March 5, 2020 License or Certification #: RCR 0000131 State: CT Designation: Expiration Date of License or Certification: 04/30/2020 Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop) Date of Inspection: March 4, 2020	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)  Supervisory or Co-Appraiser Name: George M. Shawah, Jr., MAI Company: Baldwin Pearson & Company, Inc. Phone: 203-335-5117 Fax: 203-335-5119 E-Mail: baldwinpearson@aol.com Date Report Signed: March 5, 2020 License or Certification #: Certified General RCG 557 State: CT Designation: MAI Expiration Date of License or Certification: Inspection of Subject: <input type="checkbox"/> Did Inspect <input checked="" type="checkbox"/> Did Not Inspect Date of Inspection: April 30, 2020
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1564 SEAVIEW AV

Location 1564 SEAVIEW AV

Mblu 43/ 749/ 1/ /

Acct# RG-0029850

Owner BRIDGEPORT CITY OF

Assessment \$1,477,910

Appraisal \$2,111,290

PID 5251

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2020	\$1,653,290	\$458,000	\$2,111,290

Assessment			
Valuation Year	Improvements	Land	Total
2020	\$1,157,310	\$320,600	\$1,477,910

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address 45 LYON TER
BRIDGEPORT, CT 06604

Sale Price \$0
Certificate
Book & Page 8637/0118
Sale Date 07/10/2012
Instrument 29

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
BRIDGEPORT CITY OF	\$0		8637/0118	29	07/10/2012
THE SERGY COMPANY L.L.C.	\$485,000		4229/0310		10/28/1999
	\$0		3754/0009		07/17/1997

Building Information

Building 1 : Section 1

Year Built: 1875
Living Area: 107,206
Replacement Cost: \$4,159,889
Building Percent Good: 35

Replacement Cost
Less Depreciation: \$1,455,960

Building Attributes

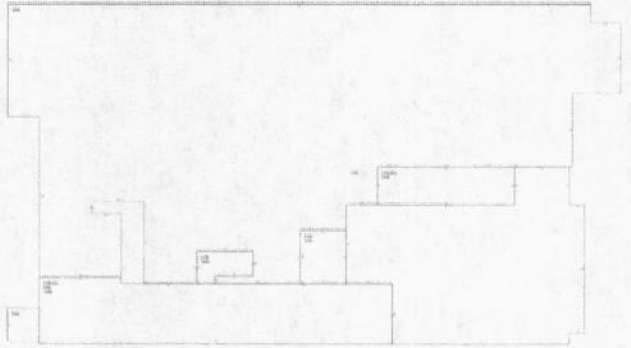
Field	Description
Style:	Industrial
Model	Comm/Ind
Grade:	Average
Stories:	3
Occupancy:	1.00
Exterior Wall 1:	Brick
Exterior Wall 2:	Concr/CinderBl
Roof Struct:	Flat
Roof Cover:	Tar + Gravel
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	Pine/Soft Wood
Heating Fuel:	Oil
Heating Type:	Hot Air-No Duc
AC Type:	None
Struct Class	
Bldg Use:	Ind/Whs Mdl 96
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	0
Ttl Half Baths:	0
Ttl Xtra Fix:	0
1st Floor Use:	
Heat/AC:	None
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceiling Only
Rooms/Prtns:	Average
Wall Height:	18.00
% Comn Wall:	

Building Photo



(<http://images.vgsi.com/photos2/BridgeportCTPhotos/A00\09\85\05.jpg>)

Building Layout



(ParcelSketch.ashx?pid=5251&bid=5251)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	82,212	82,212
FUS	Finished Upper Story	24,994	24,994
UBM	Unfin Basement	9,346	0
		116,552	107,206

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
SPR1	Sprinklers-Wet	107356.00 SF	\$105,210	1
LDL1	Load Levler	3.00 UNITS	\$3,780	1

Land**Land Use**

Use Code 922
Description Mun Com Bldg Mdl 94
Zone ILI
Neighborhood SVAI
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 2.29
Frontage 0
Depth 0
Assessed Value \$320,600
Appraised Value \$458,000

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph			32000.00 SF	\$49,600	1
FN1	Fence, Chain	8	8 ft	560.00 LF	\$5,040	1

Valuation History

Appraisal				
Valuation Year	Improvements	Land	Total	
2019	\$1,623,020	\$400,750	\$2,023,770	
2018	\$1,623,020	\$400,750	\$2,023,770	
2017	\$1,623,020	\$400,750	\$2,023,770	

Assessment				
Valuation Year	Improvements	Land	Total	
2019	\$1,136,110	\$280,530	\$1,416,640	
2018	\$1,136,110	\$280,530	\$1,416,640	
2017	\$1,136,110	\$280,530	\$1,416,640	



City of Bridgeport

My Map



Legend

- Parcels
- Streetname
- Roadways
 - Local
 - Collector
 - Minor Collector
 - Minor Arterial
 - Major Collector
 - PA Other
 - PA Other Expwy
 - PA Interstate

1:1,703



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS_1984_Web_Mercator_Auxiliary_Sphere
 Created by Connecticut Metropolitan Council of Governments





OFFICE OF THE CITY CLERK
RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE
21 APR 12 PM 1:38

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	50-20		
Submitted by Councilmember(s):	Jorge Cruz, Sr.		
Co-Sponsors(s):	Denese Taylor-Moye	Choose an item.	Choose an item.
District:	131ST		
Subject:	Installation of Speed Humps on Black Rock Avenue and Lewis Street		
Referred to:	Board of Police Commissioners		
City Council Date:	April 19, 2021		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the Bridgeport City Council desires to ensure the continuing safety and well-being of its citizens, inhabitants, and all others who travel upon the many thoroughfares throughout this city; and

WHEREAS, residents within the 131st Council District have expressed safety concerns about speeding vehicles and have requested speed humps be installed at appropriate locations on Black Rock Avenue and Lewis Street due to speeding vehicles using the streets as shortcuts between Park Avenue and Iranistan Avenue; and

WHEREAS, of special concern to residents is the proximity of Roosevelt School and Went Park and this past Easter Sunday we had a multiple car crash caused by excessive speed on Black Rock Avenue in which multiple cars were destroyed; and

WHEREAS, we hereby request you have City Engineering conduct the necessary Speed Hump Pilot Program studies on Black Rock Avenue and Lewis Street, hopefully those studies will subsequently result in installation of speed humps to curb unsafe travel speeds and enhance public safety.

NOW, THEREFORE, BE IT RESOLVED, that the City Council requests the Board of Police Commissioners have City Engineering conduct the necessary Speed Hump Pilot Program studies for installation of speed humps at appropriate locations on Black Rock Avenue and Lewis Street to curb unsafe travel speeds and enhance public safety.

-ATTACHMENTS-



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

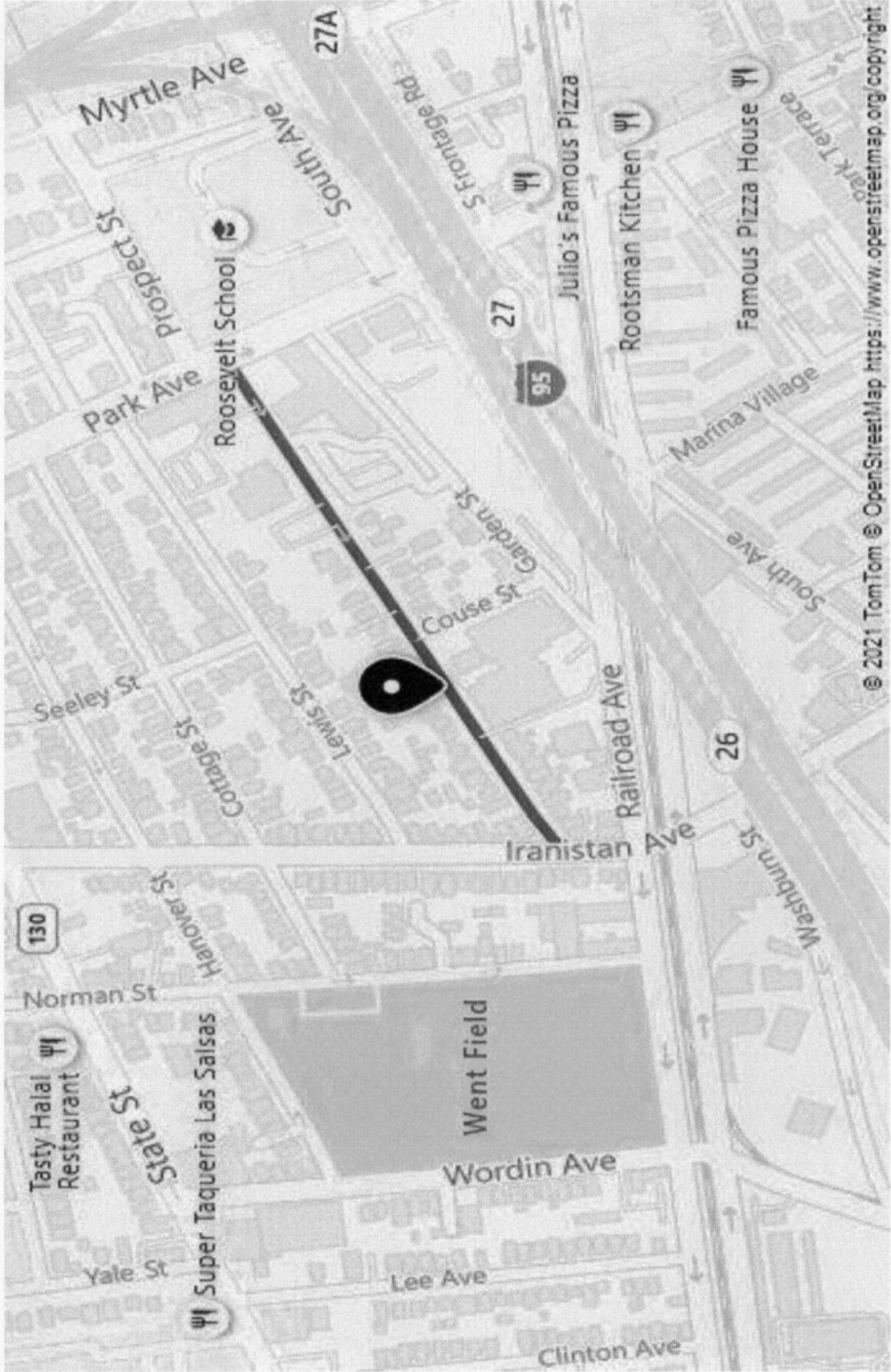
SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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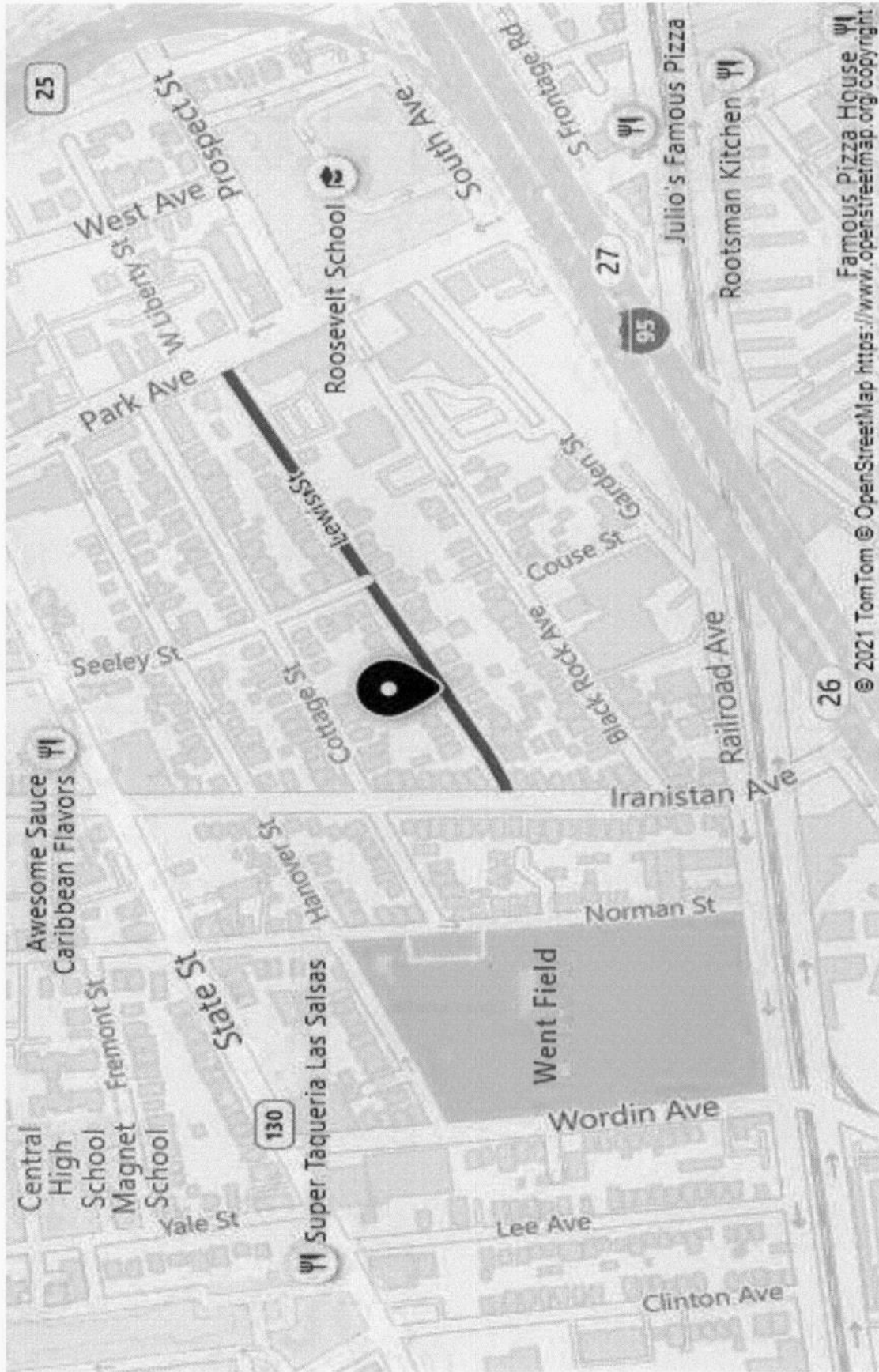
SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

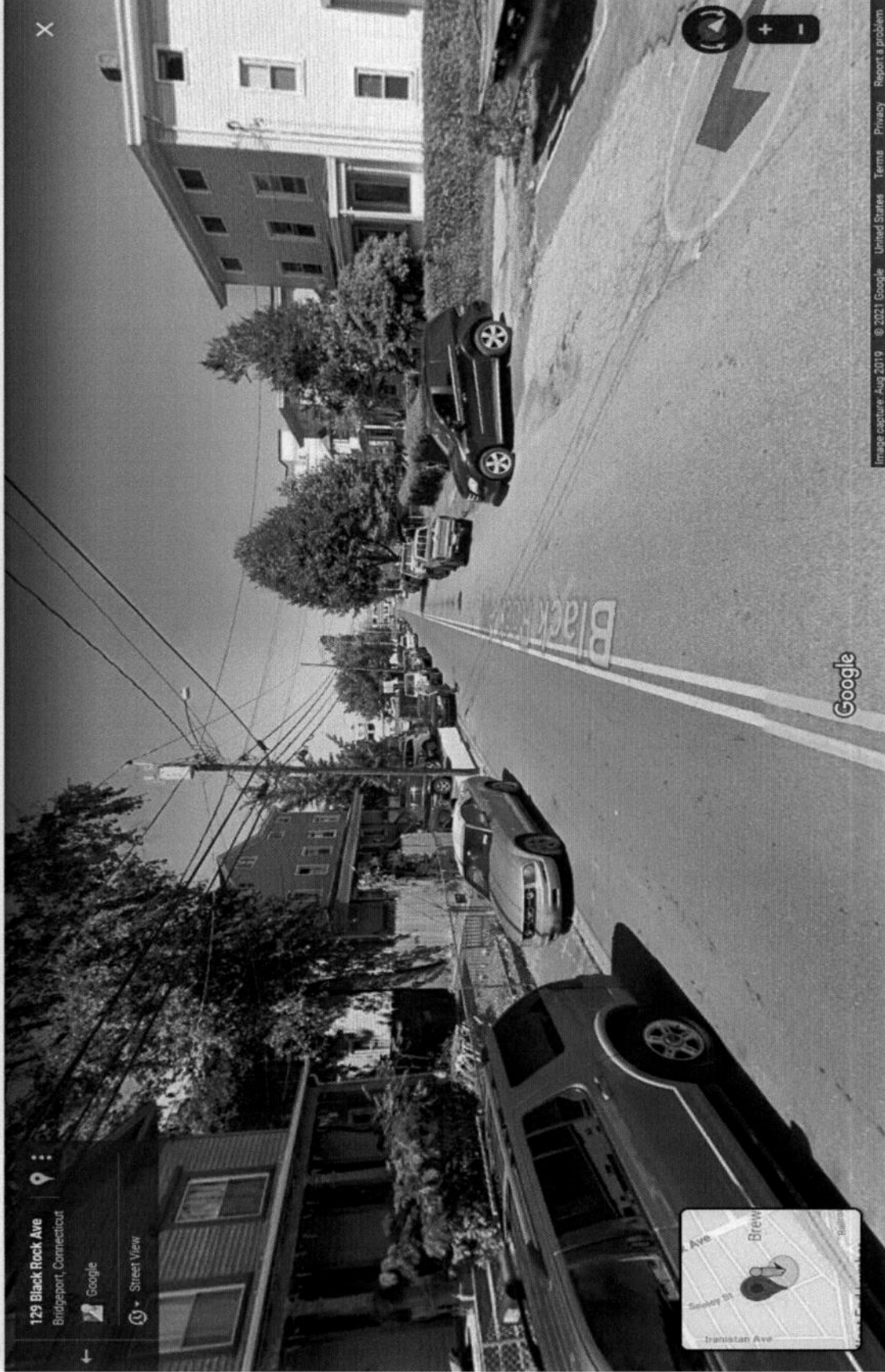
SECTION IX COMMENTS (if any)



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Google







OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE
21 APR 12 PM 1:32
ATTEST _____
CITY CLERK

SECTION I	CITY COUNCIL SUBMISSION INFORMATION
Log ID/Item Number:	51-20
Submitted by Councilmember(s):	Jorge Cruz, Sr.
Co-Sponsors(s):	Denese Taylor-Moye Choose an item. Choose an item. Choose an item.
District:	131ST
Subject:	Designating Cottage Street One-Way from Iranistan Avenue to Park Avenue
Referred to:	Board of Police Commissioners
City Council Date:	April 19, 2021

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, in the context of roads, a one-way pair consists of two one-way streets often separated by just a single block whose flows combine on one or both ends into a single two-way street; and

WHEREAS, one-way street pairings work best in very heavily congested areas where there isn't enough room to accommodate a major two-way street, can simplify crossings for pedestrians who must look for traffic in only one direction, and improve the flow of motor vehicle traffic throughout an urban area to help motorists move more quickly from Point A to Point B; and

WHEREAS, currently Cottage Street from Park Avenue to Iranistan Avenue is two-way through a very narrow heavily congested residential area; and

WHEREAS, the next street over from Cottage Street is Hanover Street which is one-way heading toward Went Park from Park Avenue to Iranistan Avenue; and

WHEREAS, Cottage Street experiences heavy congestion daily due to traffic that avoids going one-way on Hanover Street by diverting to Cottage Street and obstructs the narrow roadway and endangers the residents; and

WHEREAS, to improve traffic flow and resident safety Cottage Street should be paired with Hanover Street by designating it one-way from Iranistan Avenue to Park Avenue thus pairing the traffic flow with Hanover Street.

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport City Council requests in order to improve traffic flow, resident safety, and reduce traffic congestion Cottage Street be paired with Hanover Street by designating it one-way from Iranistan Avenue to Park Avenue thus pairing the traffic flow with Hanover Street with appropriate signage placed at Iranistan Avenue, Park Avenue and any cross streets between Hanover Street and Cottage Street.

-ATTACHMENTS-



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

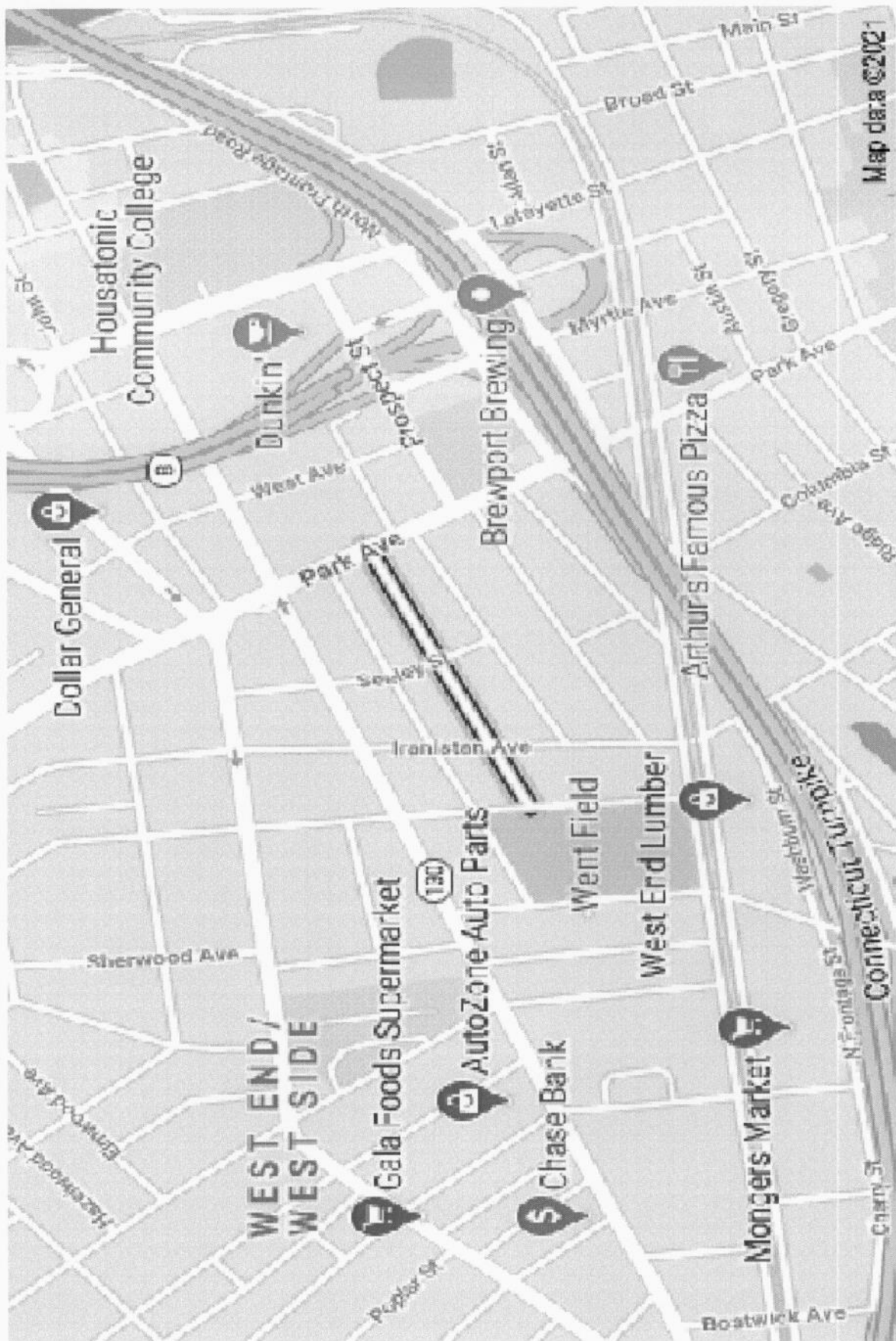
SECTION VII WITHDRAWN/SINE DIE INFORMATION

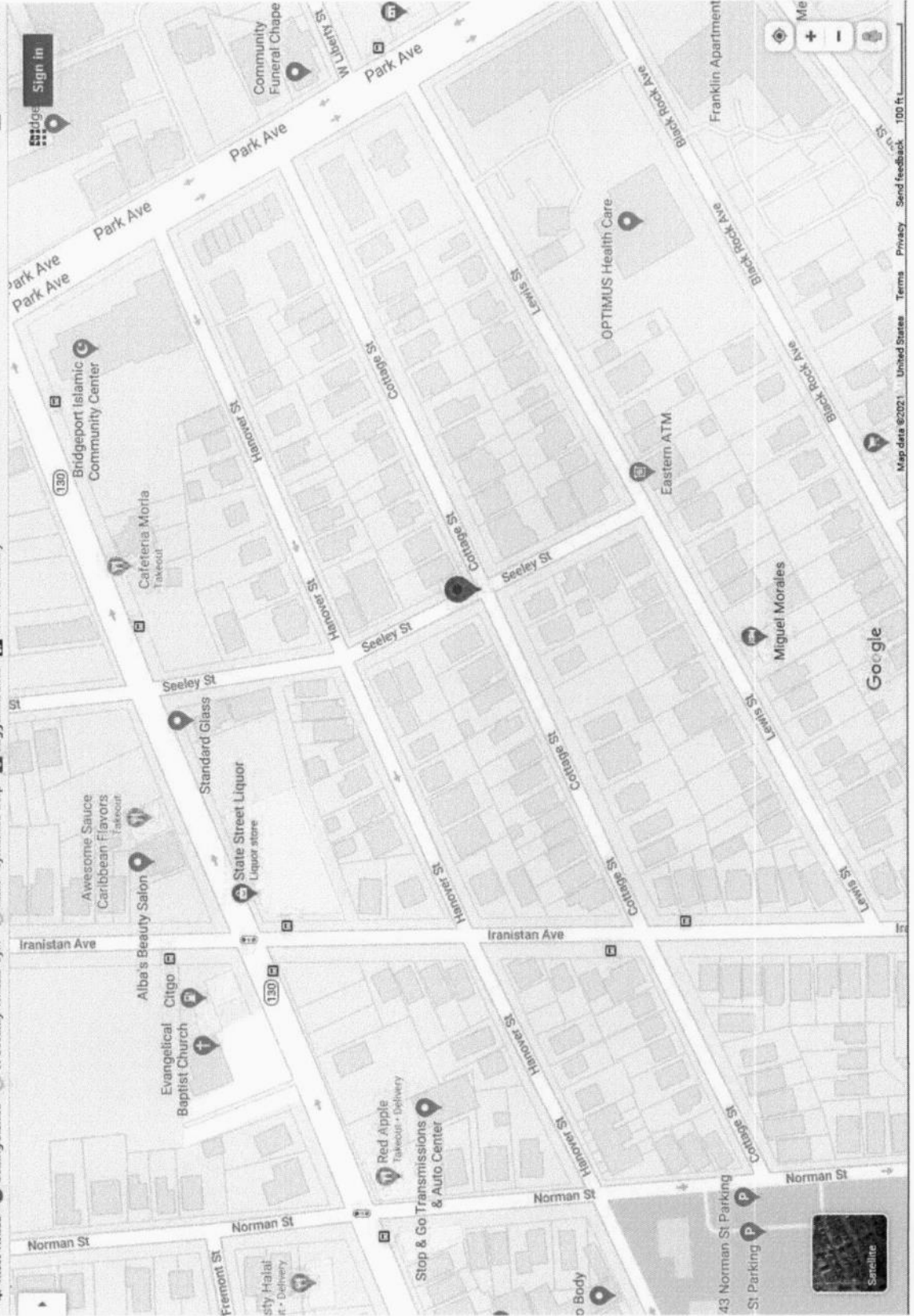
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)











Google



File Edit View History Bookmarks Tools Help

Park Ave - Google Maps

https://www.google.com/maps/@41.173281,-73.1973989,3a,75y,277.19h,5

Most Visited Getting Started IT Security Threats Sy... Risks - Symantec Corp Suggested Sites Web Slice Gallery

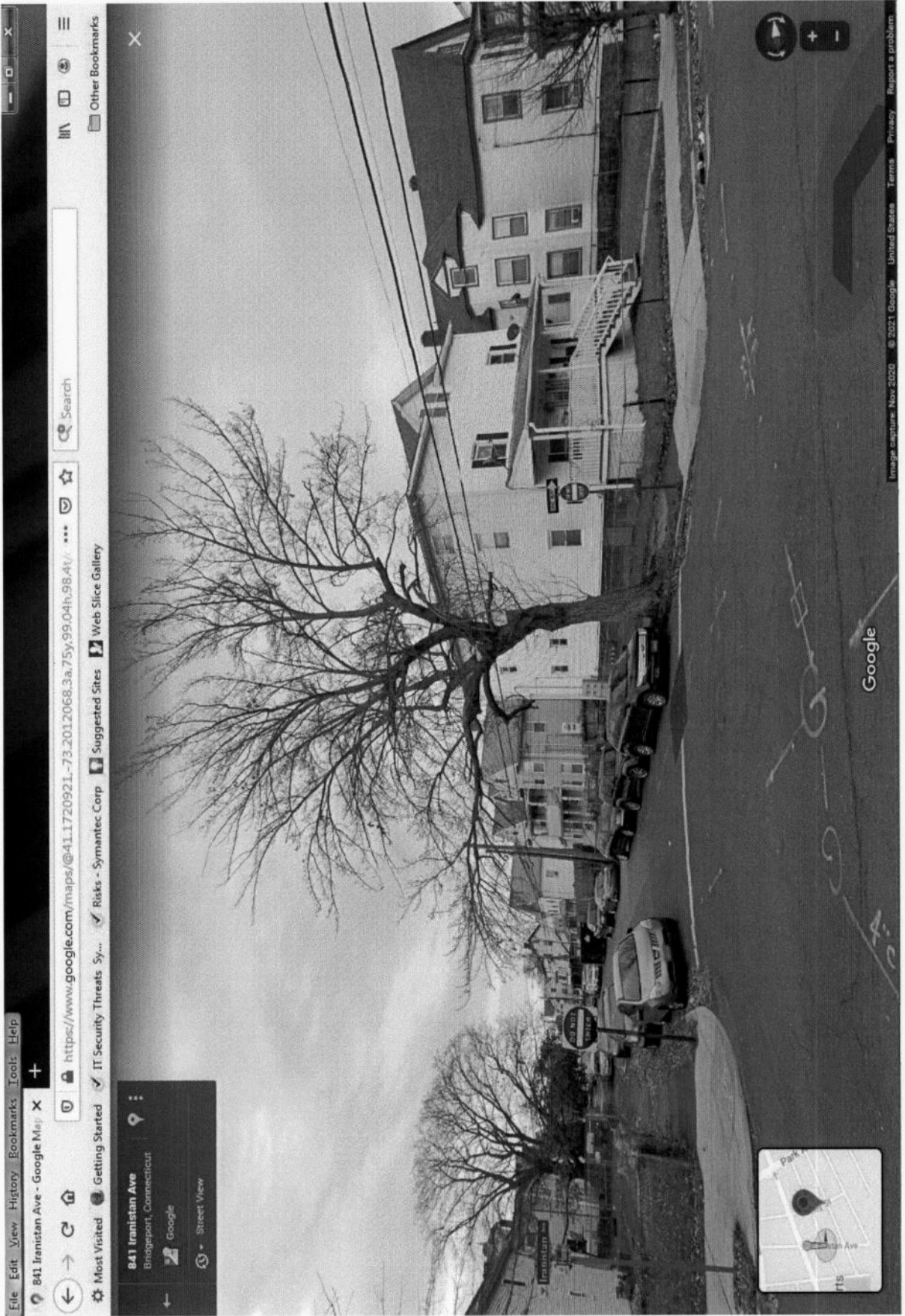
Park Ave Bridgeport, Connecticut

Google Street View



Google

Image capture: Nov 2020 © 2021 Google United States Terms Privacy Report a problem



File Edit View History Bookmarks Tools Help

841 Iranistan Ave - Google Map X

https://www.google.com/maps/@41.1720921,-73.2012068,3a,75y,99.04h,98.4t/

Most Visited Getting Started IT Security Threats Sy... Risks - Symantec Corp Suggested Sites Web Slice Gallery

841 Iranistan Ave

Bridgewater, Connecticut

Google

Street View

Google

Image capture: Nov 2020 © 2021 Google United States Terms Privacy Report a problem



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE

21 APR 13 PM 2:54

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	52-20			
Submitted by Councilmember(s):	Ernest E. Newton; Eneida L. Martinez			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	139TH			
Subject:	Proposed Resolution for Policy to prevent Water Pollution Control Authority (WPCA) Foreclosure Crisis as state and federal COVID 19 Pandemic Foreclosure Moratoriums expire.			
Referred to:	Ordinance Committee			
City Council Date:	April 19, 2021			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, because of the COVID 19 pandemic the economic pain of many Americans will be around long after a medically approved and generally accepted vaccine is available to the masses; and

WHEREAS, foreclosures historically are caused by factors that include unemployment, medical expenses and illness, death in the family and COVID-19 has multiplied these and other factors that lead to foreclosure tenfold; and

WHEREAS, due to COVID 19 pandemic there have been state and federal pandemic foreclosure moratoriums in place which will expire in the near future and as many households will have less income than before the pandemic there will be a crisis in foreclosures unless we implement serious measures to assist homeowners now; and

WHEREAS, of special concern in Connecticut are municipalities like Bridgeport and sewer authorities like its Water Pollution Control Authority (WPCA) which can foreclose on homes for small amounts of unpaid taxes; and

WHEREAS, during 2018 the number of liens, foreclosures and foreclosure-related evictions caused by the WPCA became a citywide problem forcing the city council to institute a moratorium and requiring the WPCA to adopt a number of payment arrangements and or other methods of foreclosure preventive measures; and

WHEREAS, Chapter 13.04 of the Code of Ordinances Section 13.04.380 - Collection of past due accounts and late payment penalties dictates their collection; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, WPCA foreclosures are unjust for homeowners and harmful to the community during this time and the City Council needs to adopt measures to help struggling homeowners and prevent unnecessary efforts by the WPCA to address delinquencies solely through foreclosures or the sale of tax liens to third-party debt buyers; and

WHEREAS, WPCA delinquency numbers are not known therefore we are not certain how many delinquent WPCA customers there are; however it's apparent that with state and federal foreclosure moratoriums having been in place for over a year there are many customers who have been delinquent for a considerable amount of time; and

WHEREAS, foreclosure prevention is about getting customers help before time runs out and with a foreclosure crisis looming the WPCA needs to communicate with delinquent customers, collect information on how they are doing and their plans for getting back on their feet to make payments before selling liens to third-party debt buyers; and

WHEREAS, the Ordinance Committee of the City Council needs information from the WPCA and the City Attorney's Office as to the extent of COVID 19 pandemic delinquencies, their impact as foreclosure moratoriums expire, and what efforts are being taken by WPCA to work with COVID 19 pandemic delinquent customers to reduce or eliminate delinquencies before resorting to foreclosures or the sale of tax liens to third-party debt buyers.

WHEREAS, the Ordinance Committee of the City Council likewise needs information from the WPCA and the City Attorney's Office as to the effectiveness of the payment arrangements and or other methods of foreclosure preventive measures enacted in 2018 and determine if Chapter 13.04 of the Code of Ordinances Section 13.04.380 - Collection of past due accounts and late payment penalties needs to be amended to address the coming crisis.

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the Water Pollution Control Authority and City Attorney's Office come before the Council Committee on Ordinances to provide information as to the extent of COVID 19 pandemic delinquencies, their impact as state and federal foreclosure moratoriums expire, and what efforts are being taken by WPCA to work with COVID 19 pandemic delinquent customers to reduce or eliminate the delinquencies before resorting to foreclosures or the sale of tax liens to third-party debt buyers; and

BE IT FURTHER RESOLVED that the Committee on Ordinance evaluate the effectiveness of the payment arrangements and or other methods of foreclosure preventive measures enacted in 2018 and determine if Chapter 13.04 of the Code of Ordinances Section 13.04.380 - Collection of past due accounts and late payment penalties needs to be amended to address the coming crisis; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

BE IT FURTHER RESOLVED that the Committee on Ordinances report back to the City Council on its findings with any recommendations it has on changing any other parts of the Code of Ordinances in order to help struggling homeowners and prevent the WPCA from addressing delinquencies solely through foreclosures or sale of tax liens to third-party debt buyers.

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers
Tyisha S. Toms
Lisa R. Trachtenburg



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

April 27, 2021

Councilmembers Newtown and Martinez
Honorable City Council of the City of Bridgeport
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

Re: Communications re: Resolution No. 52-20
Information Requested

Dear Councilmembers Newtown and Martinez,

I am writing in response to your proposed resolution, *Item No. 52-20: Proposed Resolution for Policy to prevent Water Pollution Control Authority (WPCA) Foreclosure Crisis as state and federal COVID 19 Pandemic Foreclosure Moratoriums expire.*

The well-meaning nature of your resolution does not go unnoticed. However, the WPCA process changes that resulted from your prior advocacy and P.A. 18-174 negotiations with PURA, provide the taxpayer protections you are attempting to address in the above-reference resolution. Also, it should be noted that to date, I am told that the WPCA has not received any requests for payment arrangements from ratepayers claiming a COVID-19 hardship.

The resolution seeks delinquency numbers from WPCA as well as information relative to the effectiveness of the payment arrangements or other methods of foreclosure prevention enacted since 2018. In response, please note the following:

- Delinquency – Compared to FY 2020, the number of accounts past due for FY 2021 have decreased every month except July 2020. It should be noted that while accounts in collections have decreased monthly, the dollar amounts outstanding increased in July 2020, August 2020, December 2020, February 2021 and slightly in March 2021.

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			%
	FY 2020	FY 2021	Chg
	TOTAL	TOTAL	
	PAST DUE	PAST DUE	
	ACCTs	ACCTs	
July	5006	5074	1.4%
August	4999	4731	-5.4%
September	5833	5686	-2.5%
October	4856	4690	-3.4%
November	4811	4516	-6.1%
December	5906	5625	-4.8%
January	4972	4823	-3.0%
February	4882	4778	-2.1%
March	5639	5487	-2.7%
April	4987	0	-100.0%
May	5254	0	-100.0%
June	6223	0	-100.0%

7/2019-6/2020	7/2020-6/2021	
FY 2020	FY 2021	FY2021
TOTAL	TOTAL	vs. LY
PAST DUE	PAST DUE	
END OF	END OF	
MONTH	MONTH	
\$3,222,323	\$3,361,971	4.3%
\$3,503,002	\$3,821,184	9.1%
\$3,287,299	\$3,262,363	-0.8%
\$3,218,175	\$3,121,119	-3.0%
\$3,746,061	\$3,526,894	-5.9%
\$3,318,046	\$3,386,910	2.1%
\$3,287,147	\$3,197,210	-2.7%
\$3,542,563	\$3,683,484	4.0%
\$3,232,784	\$3,240,479	0.2%
\$3,624,870	\$0	-100.0%
\$3,696,720	\$0	-100.0%
\$3,582,344	\$0	-100.0%

- The following changes were made to the billing/collections policy:
 1. **30 Days Past Due.** A lien is filed on the land records for accounts delinquent more than \$25. The amount liened is updated every 6 months. At this point the ratepayer is receiving his/her regular bill; there is no 30-day notice.
 2. **60 Days Past Due.** Notice updated.
 3. **90 Day Past Due.** Notice updated.
 4. **120 Days Past Due.** Notice updated.
 5. **120 Days Past Due and over \$500.** Civil suit is filed by the Office of the City Attorney.
 6. **\$1600 Balance.** A pre-foreclosure letter sent out monthly until the balance = \$2,500.
 7. **120 days Past Due and over \$2,500.** Sent to outside counsel for foreclosure The WPCA will not effectuate a foreclosure any sooner than one year after it filed a lien on such property.
 8. Interest rate reduced from 18% to 15%

9. Employees of the WPCA, employees of City of Bridgeport and attorneys/law firms retained by the Bridgeport WPCA to collect on delinquent WPCA accounts are prohibited from purchasing foreclosed properties.
 10. WPCA billing and collections practices and procedure were memorialized in a manual adopted by the WPCA Board and submitted to and approved by PURA on June 1, 2020. No changes can be made to the policy without the prior consultation with PURA.
- Effectiveness of WPCA Collections Changes – less foreclosure actions being sent to outside counsel; however, that number had been steadily declining since 2015.

Year	Foreclosures Sent to Outside Counsel	% Chg LY
2015	686	26%
2016	447	-35%
2017	326	-27%
2018	226	-31%
2019	259	15%
2020	144	-44%
2021*	62	--
*YTD		

In 2020-2021, the WPCA had five (5) foreclosure matters that resulted in the Court entering a judgment of foreclosure by sale and setting sale dates. Three of those matters were paid or went on payment plans after the Court entered a judgment; therefore, the sales did not occur. Of the two remaining, one is a multi-family property, located at 62 Porter Street, with a sale date on May 15, 2021 at 12pm. The mortgage company requested payoff information from outside counsel handling the case. However, because the homeowner is not current with the mortgage either, the mortgage company is debating whether or not to intervene. WPCA debt at the time of judgment in January 2021 was \$5,600. No payments have been made since May 2018, which predates the pandemic. The other is also a multi-family, located at 33-35 Rennell Court, and it is believed that it was abandoned since no charges were accruing on the account, i.e. there was no water use/bill

Toms to City Council
Re: Resolution No. 52-20
April 27, 2021
Page 4

from which to generate a WPCA bill. The foreclosure action commenced in 2019 (pre-COVID-19); there were other lienholders with an interest; no payment was made on the account since 2018 and the sale did indeed occur in the amount of \$37,000.

Further, please be aware that when the state and federal moratoria on foreclosure and evictions expire, a moratorium on WPCA foreclosures will not protect the homeowner from foreclosure. Under those circumstances, a moratorium on WPCA foreclosures will simply result in the WPCA losing its ability to protect its interest in the property while a foreclosure results from the other lienholders (such as the mortgage lender or tax lien holder).

The recent WPCA Billing/Collection Policy were, in part, intended to assist homeowners experiencing economic hardship for a number a reasons. Therefore, it is the opinion of this office, that the existing WPCA Hardship Mediation Program adopted by the WPCA Board on May 19, 2020 is the appropriate mechanism to assist homeowners experiencing hardship as a result of COVID-19.

Kind regards,



Tyisha S. Toms
Associate City Attorney

cc: Councilman Marcus Brown, Ordinance Committee Co-Chair
R. Christopher Meyer, City Attorney
John P. Bohannon, Deputy City Attorney
Mark T. Anastasi, Esq.
Frances Ortiz, Asst. City Clerk

Ortiz, Frances

From: Toms, Tyisha
Sent: Tuesday, April 27, 2021 7:06 PM
To: Ortiz, Frances
Cc: Martinez, Eneida; Brown, Marcus; Newton, Ernest; Anastasi, Mark T
Subject: FW: Item No. 52-20: Information Requested
Attachments: Item 52-20 (WPCA) Communication.pdf

Hi Frances,

Could you please make the information attached hereto, provided to the Ordinance Committee tonight, part of the public record? Thank you.

Tyisha S. Toms

Associate City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604
(203) 576-7647
Email: Tyisha.Toms@Bridgeportct.gov

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21 APR 28 AM 10:27
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From: Toms, Tyisha
Sent: Tuesday, April 27, 2021 5:48 PM
To: Martinez, Eneida <Eneida.Martinez@Bridgeportct.gov>; Newton, Ernest <Ernest.Newton@Bridgeportct.gov>
Cc: Brown, Marcus <Marcus.Brown@Bridgeportct.gov>; Meyer, RChristopher <RChristopher.Meyer@Bridgeportct.gov>; Bohannon, John <John.Bohannon@bridgeportct.gov>; Anastasi, Mark T <Mark.Anastasi@Bridgeportct.gov>; Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>
Subject: Item No. 52-20: Information Requested

Dear Councilmembers Newtown and Martinez,

I am writing in response to your proposed resolution, *Item No. 52-20: Proposed Resolution for Policy to prevent Water Pollution Control Authority (WPCA) Foreclosure Crisis as state and federal COVID 19 Pandemic Foreclosure Moratoriums expire.*

The well-meaning nature of your resolution does not go unnoticed. However, the WPCA process changes that resulted from your prior advocacy and P.A. 18-174 negotiations with PURA, provide the taxpayer protections you are attempting to address in the above-reference resolution. Also, it should be noted that to date, I am told that the WPCA has not received any requests for payment arrangements from ratepayers claiming a COVID-19 hardship.

The resolution seeks delinquency numbers from WPCA as well as information relative to the effectiveness of the payment arrangements or other methods of foreclosure prevention enacted since 2018. In response, please note the following:

- Delinquency – Compared to FY 2020, the number of accounts past due for FY 2021 have decreased every month except July 2020. It should be noted that while accounts in collections have decreased monthly, the dollar amounts outstanding increased in July 2020, August 2020,

December 2020, February 2021 and slightly in March 2021. The highlighted numbers below indicate the pandemic months.

	FY 2020	FY 2021	%Chg
	TOTAL PAST DUE ACCTs	TOTAL PAST DUE ACCTs	
Jul	5006	5074	1.4%
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May	5254	0	-100.0%
Jun	6223	0	-100.0%

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FY 2020	FY 2021
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\$3,287,147	\$3,197,210
\$3,542,563	\$3,683,484
\$3,232,784	\$3,240,479
\$3,624,870	\$0
\$3,696,720	\$0
\$3,582,344	\$0

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 - Interest rate reduced from 18% to 15%
 - Employees of the WPCA, employees of City of Bridgeport and attorneys/law firms retained by the Bridgeport WPCA to collect on delinquent WPCA accounts are prohibited from purchasing foreclosed properties.
 - WPCA billing and collections practices and procedure were memorialized in a manual adopted by the WPCA Board and submitted to and approved by PURA on June 1, 2020. No changes can be made to the policy without the prior consultation with PURA.
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Further, please be aware that when the state and federal moratoria on foreclosure and evictions expire, a moratorium on WPCA foreclosures will not protect the homeowner from foreclosure. Under those circumstances, a moratorium on WPCA foreclosures will simply result in the WPCA losing its ability to protect its interest in the property while a foreclosure results from the other lienholders (such as the mortgage lender or tax lien holder).

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Tyisha S. Toms

Associate City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604
(203) 576-7647
Email: Tyisha.Toms@Bridgeportct.gov

Mark T. Anastasi, Esq.
25 Sullivan Place
Bridgeport, CT 06610

Office Contacts

(203) 371-0383
martulana@aol.com

City of Bridgeport Contacts

(203) 673-7218
mark.anastasi@bridgeportct.gov

April 19, 2021

Honorable City Council
of the City of Bridgeport
c/o City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604

Re: Resolution No. 53-20 Proposed resolution for the Education and Social Services Committee to create a task force to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport, referred to Education and Social Services

Dear Council Members:

At the request of City Council President Aidee Nieves the Office of the City Attorney has reviewed Resolution No. 53-20 which appears on the April 19, 2021 City Council agenda for referral to the Committee on Education and Social Services.

This matter has been assigned to me by City Attorney R. Christopher Meyer; and upon review I respectfully recommend that this matter be withdrawn (pursuant to City Council Rule of Order XXXI *Withdrawal of Matters*) from the City Council or denied for the following reasons:

- Resolution No. 53-20 proposes “the creation of a task force to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport” which we do not find to be a subject matter or purpose within the legal authority of the City of Bridgeport;
- Connecticut municipalities have limited statutory authority to utilize powers of eminent domain to acquire property for legitimate public purposes, which do not appear to include operation of colleges or universities;
- The City Council must refrain from engaging in activities or discussions that (however well intentioned) may inadvertently give rise to third-party legal claims (e.g. inverse condemnation, tortious interference with contract rights or pending negotiations, etc.).

Anastasi to Nieves
Re: Resolution 53-20
Dated: April 19, 2021
Page 2 of 2

In the event the co-sponsors of this resolution determine to withdraw the item from City Council consideration we suggest usage of the following motion:

MOTION to Approve Withdrawal of Resolution 53-20 in accordance with the written withdrawal submitted by the sponsors of the resolution

City Attorney staff and I are available to consult with the sponsors of this resolution and the City Council President concerning whether, and under what circumstances, an appropriate committee informational session might be scheduled pursuant to City Council Rule of Order Rule XIII *References to Committees*, section 14 to examine legal and proper methods, means and opportunities for the City Council to cooperate with, and assist, the ownership and management of the University of Bridgeport in achieving maximum success in providing world class educational opportunities to the benefit of the citizens of the City of Bridgeport.

In exploring this option of conducting an informational session, it will be critical to ensure that the purposes of such meeting are public in nature and legally proper; the City Council's role is coordinated with any other ongoing City outreach initiatives; and the Council's involvement is not for the purposes of advancing the personal agenda and goals of any private or non-profit entity, including those with which individual Council Members may be affiliated. We will make ourselves available to assist the City Council in avoiding any potential conflicts of interest or ethical violations (including those set forth in BPT Code of Ordinances, Ch. 2.38 *Code of Ethics*).

Very truly yours,

/s/ Mark T. Anastasi

Mark T. Anastasi, Esq.

Cc: Mayor Joseph Ganim
Bridgeport City Council
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Thomas Gill, Dir. OPED
R. Christopher Meyer, City Attorney
John P. Bohannon, Jr., Deputy City Attorney



OFFICE OF THE CITY CLERK RESOLUTION FORM

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21 APR 14 AM 10:58
ATTEST
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SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	53-20		
Submitted by Councilmember(s):	Jorge Cruz, Sr.		
Co-Sponsors(s):	Alfredo Castillo	Choose an item.	Choose an item.
District:	131ST		
Subject:	Proposed Resolution for Committee on Education & Social Services to create a task force to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport for the specific purposes set forth in this resolution.		
Referred to:	Education and Social Services Committee		
City Council Date:	April 19, 2021		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City Council of the City of Bridgeport in its need to advance public higher education, seeks to invest and own the charter and assets of the University of Bridgeport; and

WHEREAS, the City Council is desirous of reversing the social, economic, and public safety impact upon the community due to the displacement of the University of Bridgeport; and

WHEREAS, the City Council is committed to advancing the City Council's goals to promote and preserve the minority community's access to public higher education; and

WHEREAS, the City Council acts in commitment to advance the City Council's goals to promote and preserve gender and racial equity in higher education administration; and

WHEREAS, the City Council acts in commitment to advance the City Council's goals to promote and preserve the STEM based curriculum within the City of Bridgeport; and

WHEREAS, the City Council acts in commitment to advance the City Council's goals to promote and preserve the University of Bridgeport as a public world-class institution; and

WHEREAS, the City Council acts in commitment to advance the City Council's goals to promote and preserve the University of Bridgeport as a certified MSI (Minority Serving Institution) with the U.S. DOI (Department of the Interior); and

WHEREAS, the City Council acts in commitment to advance the City Council's goals to promote and preserve the University of Bridgeport as an Artemis partner with NASA; and

WHEREAS, the City Council acts in commitment to advance the City Council's goals to promote and preserve University of Bridgeport as an ARPA-E (Advanced Research Projects Agency-Energy) partner with the U.S. DOE (Department of Energy); and



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, the City Council acts in commitment to advance the City Council's goals to promote and preserve the University of Bridgeport as a TIPP (Technology Transfer Program) partner with U.S. DISA (Defense Information Systems Agency); and

WHEREAS, the residents of the City of Bridgeport have long advocated for a comprehensive resiliency and remediation plan to counter the effects of climate change which threatens mass displacement loss of life in the South End of Bridgeport; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIDGEPORT: The Committee on Education & Social Services hereby creates a task force to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport for the specific purposes set forth in this resolution.

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:	April 19, 2021 (DENIED)
-----------------------------	-------------------------

SECTION IX COMMENTS (if any)

This referral was denied by the full council on April 19, 2021 per City Attorney's Opinion Letter dated 04-19-2021 (copy attached).

MEETING DATE: April 19, 2021

NO. 53-20

COMMITTEE:

REFERRED TO COMM.:

SUBJECT: Resolution re: Education and Social Services Committee to create a task force to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport, referred to Education & Social Services.

MOTION BY: M. Evette Brantley

2ND BY: AmyMarie Vizzo-Paniccia

APPROVED DENIED X TABLED REF. TO COMM.

REMARKS: M. E. Brantley motion to remove item 53-20 FROM resolutions to be referred Second by Denese Taylor-Moye Motion for Immediate Consideration of Resolution 53-20 requires 2/3 majority vote. Motion to deny for reasons stated in the advice and opinion letter provided by the Office of the City Attorney which was emailed and posted on the City Clerk's website earlier this evening.

	YES	NO
Scott Burns	X	
Matthew McCarthy	X	
Jorge Cruz, Sr.		X
Denese Taylor-Moye	X	
Marcus Brown	X	
M. Evette Brantley	X	
Michael DeFilippo		X
Jeanette Herron	X	
Michelle A. Lyons	X	
AmyMarie Vizzo-Paniccia	X	
Mary A. McBride-Lee	X	
Rosalina Roman-Christy	X	
Avelino D. Silva	X	
Alfredo Castillo		X
Aidee Nieves	X	
Maria I. Valle	X	
Maria H. Pereira		X
Samia S. Suliman		X
Eneida L. Martinez	X	
Ernest E. Newton, II.	X	

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 21 APR 20 AM 11:30
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Ortiz, Frances

From: Anastasi, Mark T
Sent: Monday, April 19, 2021 5:41 PM
To: Martinez, Lydia; Ortiz, Frances
Cc: City Council Members; Meyer, RChristopher
Subject: Correspondence Concerning Resolution No. 53-20
Attachments: FINAL Opinion Letter.docx

Kindly post ASAP for this evening's City Council meeting with reference to Resolution No. 53-20.

Thanks very much.

Mark T. Anastasi, Esq.
25 Sullivan Place
Bridgeport, CT 06610

Office Contacts
(203) 371-0383
martulana@aol.com

City of Bridgeport Contacts
(203) 673-7218
mark.anastasi@bridgeportct.gov

April 19, 2021

Honorable City Council
of the City of Bridgeport
c/o City Clerk's Office
45 Lyon Terrace
Bridgeport, CT 06604

Re: Resolution No. 53-20 Proposed resolution for the Education and Social Services Committee to create a task force to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport, referred to Education and Social Services

Dear Council Members:

At the request of City Council President Aidee Nieves the Office of the City Attorney has reviewed Resolution No. 53-20 which appears on the April 19, 2021 City Council agenda for referral to the Committee on Education and Social Services.

This matter has been assigned to me by City Attorney R. Christopher Meyer; and upon review I respectfully recommend that this matter be withdrawn (pursuant to City Council Rule of Order XXXI *Withdrawal of Matters*) from the City Council or denied for the following reasons:

- Resolution No. 53-20 proposes “the creation of a task force to review and recommend specific strategies to acquire the charter and assets of the University of Bridgeport” which we do not find to be a subject matter or purpose within the legal authority of the City of Bridgeport;
- Connecticut municipalities have limited statutory authority to utilize powers of eminent domain to acquire property for legitimate public purposes, which do not appear to include operation of colleges or universities;
- The City Council must refrain from engaging in activities or discussions that (however well intentioned) may inadvertently give rise to third-party legal claims (e.g. inverse condemnation, tortious interference with contract rights or pending negotiations, etc.).

Anastasi to Nieves
Re: Resolution 53-20
Dated: April 19, 2021
Page 2 of 2

In the event the co-sponsors of this resolution determine to withdraw the item from City Council consideration we suggest usage of the following motion:

MOTION to Approve Withdrawal of Resolution 53-20 in accordance with the written withdrawal submitted by the sponsors of the resolution

City Attorney staff and I are available to consult with the sponsors of this resolution and the City Council President concerning whether, and under what circumstances, an appropriate committee informational session might be scheduled pursuant to City Council Rule of Order Rule XIII *References to Committees*, section 14 to examine legal and proper methods, means and opportunities for the City Council to cooperate with, and assist, the ownership and management of the University of Bridgeport in achieving maximum success in providing world class educational opportunities to the benefit of the citizens of the City of Bridgeport.

In exploring this option of conducting an informational session, it will be critical to ensure that the purposes of such meeting are public in nature and legally proper; the City Council's role is coordinated with any other ongoing City outreach initiatives; and the Council's involvement is not for the purposes of advancing the personal agenda and goals of any private or non-profit entity, including those with which individual Council Members may be affiliated. We will make ourselves available to assist the City Council in avoiding any potential conflicts of interest or ethical violations (including those set forth in BPT Code of Ordinances, Ch. 2.38 *Code of Ethics*).

Very truly yours,

/s/ Mark T. Anastasi

Mark T. Anastasi, Esq.

Cc: Mayor Joseph Ganim
Bridgeport City Council
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Thomas Gill, Dir. OPED
R. Christopher Meyer, City Attorney
John P. Bohannon, Jr., Deputy City Attorney



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	57-20			
Submitted by Councilmember(s):	Scott Burns, 130 th ; Aidee Nieves, 137 th			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	Choose an item.			
Subject:	Submission of Bridgeport Task Force on Public Safety Recommendations for Referral to the Budget & Appropriation and Public Safety Committees			
Referred to:	Joint Committee on Budget and Appropriations and Public Safety and Transportation			
City Council Date:	April 19, 2021			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

-SEE ATTACHED-

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CITY CLERK _____



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)



CITY COUNCIL BRIDGEPORT

*CITY COUNCIL PRESIDENT AIDEE NIEVES
CITY COUNCILMEMBER SCOTT BURNS
CHAIRS BRIDGEPORT TASK FORCE ON PUBLIC SAFETY*

April 14, 2021

To Office of the City Clerk,

The Bridgeport Task Force on Public Safety hereby submits its recommendations and summary for referral to the Budget & Appropriation and Public Safety committees for review and discussion.

Respectfully,

Aidee Nieves
Co-Chair BTFPS

Scott Burns
Co-Chair BTFPS

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CITY CLERK _____

The Bridgeport Task Force on Public Safety: Summary

A year ago on May 25, 2020, George Floyd, a 46 year old Black man was murdered by Minneapolis police officer Derek Chauvin. Video of Chauvin kneeling on Mr. Floyd's neck for 9 minutes and 29 seconds after he was handcuffed and lying face down on the ground has been watched over 1.4 billion times. Worldwide protests against police brutality, lack of police accountability, systemic racism and in support of the movement for Black lives has ensued since Mr. Floyd took his last breath.

Bridgeport residents joined those protests and that movement. Throughout the summer of 2020 young people, activists, artists, civic organizations, community groups, our State and Federal delegations and members of the City Council took to the streets with demands that Bridgeport address the crisis in policing in our own city. Common themes from those demands included:

- Divestment/reallocation of funds from the Police Department
- Investment in social services, community programs and public schools
- Removing SRO's from public schools
- Hold police officers accountable for violence/bad behavior
- Demilitarize the police department
- Require police officers, police commissioners be committed to anti-racism
- Increased transparency from the police department and city government

The Bridgeport City Council responded and passed resolutions to begin the process of addressing the grievances of the community.

Resolution 130-19: Introduced by Council President Aidee Nieves and co-sponsored by Councilpersons Scott Burns, Denese Taylor-Moye, Evette Brantley, Matt McCarthy, Maria Valle, Ernest Newton, Jorge Cruz, Maria Pereira, and Avelino Silva "Committing to reallocating certain funds from the Police Department to address the safety, security, educational and social services needs of Bridgeport residents" - July 6, 2020

Resolution 129-19: Resolution presented by Council Members Cruz, Taylor-Moye, Brantley, Herron, McBride-Lee, Silva, Castillo, Pereira, Martinez & Newton re: Proposed resolution declaring Racism as a Public Health Crisis in Bridgeport, referred to Economic and Community Development and Environment Committee. - July 6, 2020

Resolution 155-19: Resolution presented by Council Member(s) Cruz, Brantley, Silva, Pereira & Newton re: Proposed resolution Declaring Gun Violence as a Public Health Crisis, referred to Economic and Community Development and Environment Committee. - September 8, 2020

The Bridgeport Task Force on Public Safety, co-chaired by Council President Aidee Nieves and Councilman Scott Burns, was formed with community representation as a working group to research best practices and evidence-based solutions to codify the resolutions.

The Task Force used the PDIA model to open up discussion and drill down to the root causes of the Bridgeport community's specific grievances/relationship with the BPD.

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ATTEST
CITY CLERK

Themes have recurred strongly throughout these engagements:

1. The time is now to re-imagine what public safety looks like in Bridgeport.
2. Because systemic racism is the root cause of inequity and anti-black sentiment in the country/city - and policing - we must reckon with it.
3. To begin repairing the harm of police brutality/violence, misconduct and corruption in the police department, the city must make substantial investments in the community.
4. Community-police relations have reached a low point in Bridgeport. Improving these relations demands work and effort from all parties: the police, police leadership, City Council, community leaders, and residents.
5. A lack of transparency undermines the opportunities to repair those relationships between community and police. Budgetary transparency comprises one element and is paralleled by a lack of transparency into police behavior, discipline, and practices.
6. Trust is sorely lacking in this city: the people lack confidence in the professionalism of their police force and City Council.

The Task Force puts forth the following recommendations:

1. **Bridgeport needs a social services-based unit to address non-violent, non-criminal issues that require the services of professionals outside the police force.** Social workers, addiction counselors, homeless advocates and others need to be given the opportunity to replace police where their skills and training are more suitable to address the needs of the community.

Many municipalities are embarking on similar efforts, structures like CAHOOTS in Eugene, Oregon, and STAR in Denver, Colorado, provide Bridgeport with examples to follow.

2. **The BPD re-commit to community policing** – in line with what the community wants and expects. Specifically:

A. Host regular meetings between police and constituents, organized on a district (or combined district) basis.

B. Foot patrols need to be reinstated. The Task Force recommends patrol officers to spend 90 minutes per shift outside their vehicles, meeting with the community and giving a name, a face, and a voice to those they serve.

C. Post-Covid, BPD needs to revive community-based activities: the Citizens' Academy; ride-alongs, and other face-to-face interactions.

D. Create and/or strengthen police interactions with various constituent and service organizations, including RYASAP/Street Safe, Project Longevity, Center for Family Justice, Park City Communities, and others. In turn, community-based organizations must provide for their own accountability in this effort.

3. To address the lack of police accountability, renegotiate the police union contract with these common sense reforms in mind: These recommendations aim to reduce the capacity of the Bridgeport police to cause harm and should be adopted in order to hold the department accountable.

- The Chief of Police must fire officers who are found guilty of using excessive force or in violation of Class 1 complaints.
- When being investigated for excessive force, sexual misconduct, or off-duty offenses, officers must be placed on unpaid leave and release their firearm. If they are cleared of wrongdoing, they will receive back pay for lost wages.
- The Chief of Police is required to recommend officers for decertification who fit the state's criteria.
- City-funded overtime accrual shall not exceed 10% of an officer's base salary.
- When being considered for promotion, all past records of discipline should be considered.
- In progressive discipline, all previous disciplinary action should be taken into account, including verbal warnings.

4. Budget Transparency:

1. The City needs to publish a budget that reflects actual staffing deployment, not according to outdated codes or categories, and that is presented in lay terms.
2. Provide clearer, accessible data regarding salaries, benefits, and overtime (including breakdown over inside and outside overtime).
3. The Budget & Appropriation Committee needs to continue to report current staffing levels quarterly of Police and Fire Departments.
4. The city needs to track external costs linked to the department: civil lawsuit payouts; time/manpower lost to injury, illness, military service, discipline, etc.
5. The city needs to track grant-based support, for both programs and supporting employment.
6. The city needs to identify and track unfunded mandates (e.g. dash cams; psychological testing) that come out of the state police accountability laws.

5. Budget and Contract Reforms:

1. The City needs to conduct a staffing study, one of the clear recommendations from the June 2020 Chief Ramsey report. Civilianization of certain jobs; creation of a 'flag corps' for traffic construction work; and accurate assessment of necessary sworn personnel, including ranking officers needs to be included.

2. Eliminate OT earnings from being included as contributions to MERF (Municipal Employment Retirement Fund) calculations. The city needs to assess different investment vehicles (such as 457 or 403-b type plans) to reduce current and long-term pension burdens.

3. City needs to assess at least every three years revenue sources linked to the BPD, including outside overtime fees and surcharges; meter collection; parking fines, etc.

6. Recommendations regarding the BOPC:

1. Hold a public forum to discuss roles, powers, processes of the Board in relation to the BPD and the Chief.

2. The Mayor needs to appoint/re-appoint all commissioners to bring their terms into compliance.

3. Provide annual training to commissioners to remain current with city, state, and national standards and trends.

4. Reassess the commission's role vis-à-vis the relationship of the Police Chief and the current police contract.

While the fiscal year 2021-22 budget process will limit the official activities of the Task Force, it is expected that individual members will continue to engage in this work and be ready to resume assessing specific measures moving ahead.

Item# *35-20 Consent Calendar

Grant Submission: re State of Connecticut Department of Mental Health and Addiction Services - State Opioid Response Grant Program (#21258).



Report
of
Committee
On

CEA and Environment

City Council Meeting Date: April 19, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Tortum
Joseph P. Tortum, Mayor

Date Signed: _____

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21 APR 30 AM 11:44

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *35-20 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Mental Health and Addiction Services
State Opioid Response Grant Program (#21258)**

WHEREAS, the State of Connecticut Department of Mental Health and Addiction Services is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the State Opioid Response Grant Program with funding provided by the Substance Abuse and Mental Health Services Administration's (SAMSHA) Center for Substance Abuse Prevention; and

WHEREAS, funds will be used to implement the Academic Detailing for Opioid Safety (ADOPS) prevention strategies for prescribers and pharmacists, disseminate OUD campaign materials and facilitate naloxone training and distribution; and

WHEREAS, the Bridgeport Health Department will partner with GBAPP to conduct the required activities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits a response to the Request for Qualifications to the State of Connecticut Department of Mental Health and Addiction Services - State Opioid Response Grant Program to address the opioid crisis by increasing access to medication-assisted treatment, reducing opioid overdose related deaths through the provision of prevention, treatment and recovery activities for opioid use disorder.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's response to the Request for Qualifications to and contract with the State of Connecticut Department of Mental Health and Addiction Services for the purpose of its State Opioid Response Grant Program.



City of Bridgeport, Connecticut Office of the City Clerk

**Report of Committee on ECD and Environment
Item No. *35-20 Consent Calendar**

-2-

2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Mental Health and Addiction Services** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

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

M. Evette Brantley, Co-Chair

Maria I. Valle, Co-Chair

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: April 19, 2021

Item # 36-20

Grant Submission: re U.S. Department of Transportation Federal Aviation Administration (FAA) - Airport Coronavirus Response Grant Program (ACRGP).



Report of Committee on

Public Safety and Transportation

City Council Meeting Date: April 19, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Panim*
Joseph P. Panim, Mayor

Date Signed: *5/4/21*

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

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:

Item No. 36-20

**A Resolution by the Bridgeport City Council
Regarding the
U.S. Department of Transportation Federal Aviation Administration (FAA)
Airport Coronavirus Response Grant Program (ACRGP)**

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

WHEREAS, this funding has been made possible through the **Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260)**; and

WHEREAS, the funds are allocated to assist airport sponsors in addressing the COVID-19 public health emergency

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Transportation Federal Aviation Administration – Airport Coronavirus Response Grant Program (ACRGP)** to provide the airport with the resources necessary to respond to the pandemic.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **U.S. Department of Transportation Federal Aviation Administration** for the purpose of the **Airport Coronavirus Response Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **U.S. Department of Transportation Federal Aviation Administration** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 36-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: April 19, 2021

Item # 37-20

Grant Submission: re The Justice Center Project Safe Neighborhoods (#21485).



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: April 19, 2021

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

5/6/21

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

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:

Item No. 37-20

**A Resolution by the Bridgeport City Council
Regarding the
The Justice Center
Project Safe Neighborhoods
(#21485)**

WHEREAS, The **Justice Center** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Office of the U. S. Attorney for the Department of Justice' Project Safe Neighborhoods grant program**; and

WHEREAS, funds under this grant will be used to cover overtimes costs of personnel during the task force detail and purchase of equipment; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **The Justice Center** to implement a strategy through the utilizations of various Local, State and Federal agencies to identify, build criminal cases, arrest, and prosecute individuals who are committing these violent crimes.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **The Justice Center** for the purpose of the **Project Safe Neighborhoods**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with **The Justice Center- Project Safe Neighborhoods** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 37-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: April 19, 2021

Item # 44-20

Grant Submission: re The Sikorsky Memorial Airport
Environmental Assessment Acceptance of Federal
Aviation Administration (FAA) Grant.



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: April 19, 2021

Attest: *Kydia N. Martinez*
Kydia N. Martinez, City Clerk

Approved by: *Joseph T. Ganim*
Joseph T. Ganim, Mayor

Date Signed: *5/6/21*

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

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:

Item No. 44-20

Resolution
by the Bridgeport City Council
Regarding the
Sikorsky Memorial Airport Acceptance of FAA Grants

WHEREAS, the Igor I. Sikorsky Memorial Airport requires an Environmental Assessment (EA) and an Environmental Impact Evaluation (EIE) to comply with State and Federal requirements for airport development; and

WHEREAS, the recently completed Airport Master Plan proposed several short-term improvements at the airport requiring environmental review; and

WHEREAS, the Igor I. Sikorsky Memorial Airport's participation in Federal Aviation Administration's (FAA) Airport Improvement Program (AIP) helps fund necessary planning studies and airport capital improvements and requires participating airports maintain current studies and plans; and

WHEREAS, the FAA through the AIP is offering grants to the City of Bridgeport to conduct the necessary Environmental Assessment (EA) and Environmental Impact Evaluation (EIE) and requires the grants to be accepted and executed within 30 days of the grant offer.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City of Bridgeport's intention to accept the FAA's grant offerings and to conduct an Environmental Assessment (EA) and an Environmental Impact Evaluation (EIE) and these grants will require a relatively small local match as authorized by the Office of Policy and Management.
2. That it hereby authorizes, directs and empowers Joseph P. Ganim, Mayor, or his designee to accept and execute grants and associated agreements to conduct an Environmental Assessment (EA) and an Environmental Impact Evaluation (EIE) and to execute such other contracts, amendments, and documents as may be necessary to perform these studies.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 44-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, D-137th, **Co-Chair**

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th


Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: April 19, 2021

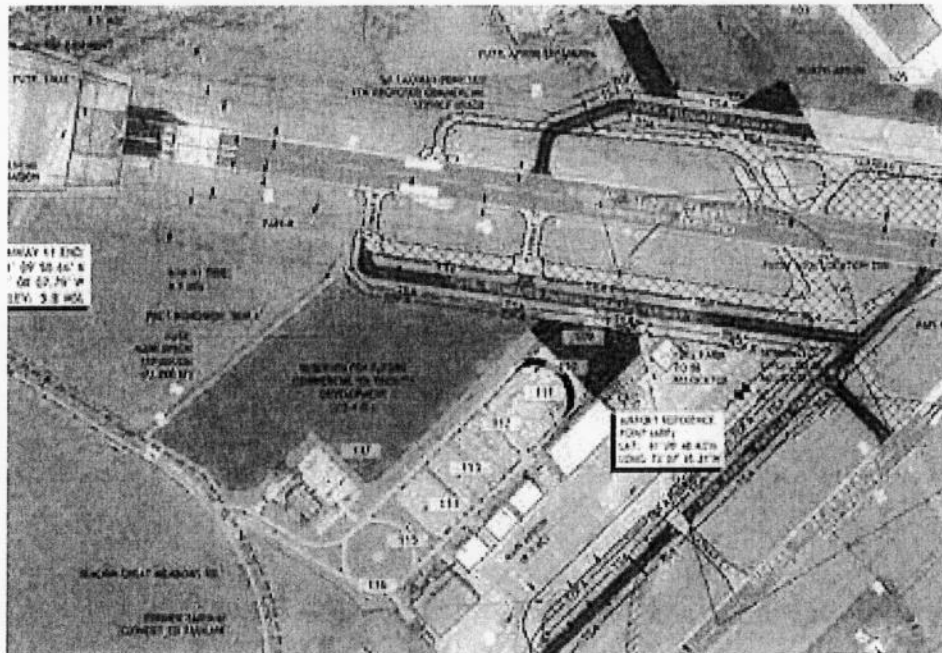



IORR SIKORSKY MEMORIAL AIRPORT
ENVIRONMENTAL
ASSESSMENT


 GRAPHIC SCALE (FEET)
 0 400 800 1600
LEGEND
 — STUDY AREA
 - - - PROPERTY
 - · - · PROPOSED SECURITY FENCE
 □ CITY OF BRIDGEPORT OWNED PROPERTY (WITHIN RP24)
 ● TREES TO BE REMOVED

Study Area Map

Source: Draft Scope



Source: Airport Master Plan

Item # 39-20

Partial Release Agreement with Connecticut Green Bank
regarding the Commercial Property Assessed Clean Energy
(C-PACE) Program from 2012.



Report
of
Committee
on
Contracts

City Council Meeting Date: April 19, 2021

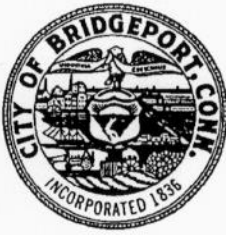
Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *[Signature]*
Joseph P. Ganim, Mayor

Date Signed: *5/19/21*

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 39-20

A Resolution by the Bridgeport City Council

Regarding the

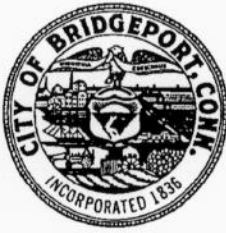
Partial Release of the City of Bridgeport from 2012 C-PACE Agreement

WHEREAS, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly established the Commercial Property Assessed Clean Energy ("C-PACE") program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loan; and

WHEREAS, pursuant to Conn. Gen. Stat. §16a-40g, the C-PACE Statute, the Connecticut Green Bank f/k/a Clean Energy Finance and Investment Authority ("Green Bank") is the statewide administrator of the C-PACE Program; and

WHEREAS, the City of Bridgeport ("the City") and Green Bank entered into a certain C-PACE Agreement dated December 7, 2012 whereby the City agreed, amongst other things, to assess, collect, remit and assign benefit assessments to the Green Bank in return for energy improvements for benefited property owners within the City and for a cost incurred by the City in performing such duties; and

WHEREAS, Green Bank designed the C-PACE program as an economic tool to attract low cost capital into Connecticut for the purpose of energy upgrades to buildings. Municipalities opt in and execute the C-PACE Agreement, that requires them to bill and collect on behalf of the Green Bank. At the inception of the program, it was determined that municipal billing and collection of benefit assessment repayments would make the program both more attractive and more creditworthy. However, the ensuing eight years have seen remarkable growth in Connecticut's C-PACE program and programs across the country, and there is sufficient evidence that municipal billing and collection is no longer required to attract lenders to the program. In fact, the needs of the tax collectors and their colleagues are at odds with the needs of our investors. The investors want quick access to funds paid against liens and municipal employees need time to process payments, balance books, and cut checks; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. 39-20

-2-

WHEREAS, Green Bank now requests that the City execute the release attached hereto in order to shift the responsibility for billing and collecting C-PACE tax assessments from the City to Green Bank;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it hereby authorizes the City to execute the attached **C-PACE Partial Release Agreement**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of Finance**, to execute all documents necessary to effectuate the City's participation in the C-Pace Program.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Michael A. DeFilippo, D-133rd

Alfredo Castillo, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: April 19, 2021

EXHIBIT A
C-PACE Partial Release Agreement

C-PACE PARTIAL RELEASE AGREEMENT

THIS C-PACE PARTIAL RELEASE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2021 (the "Effective Date"), by and between **[TOWN NAME], CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CONNECTICUT GREEN BANK, F/K/A CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, Connecticut 06067 (the "Green Bank").

RECITALS

WHEREAS, Municipality and Green Bank entered into that certain Commercial Property Assessed Clean Energy ("C-PACE") Agreement dated [Date] (the "C-PACE Agreement") pursuant to section 16a-40g of the Connecticut General Statutes (the "C-PACE Statute") associated with the administration of the clean energy program authorized under the C-PACE Statute (the "C-PACE Program").

WHEREAS, pursuant to the C-PACE Statute, Green Bank is the statewide administrator of the C-PACE Program and, among other things, establishes the program guidelines for the C-PACE Program (the "C-PACE Guidelines");

WHEREAS, Green Bank has recently amended the C-PACE Guidelines to permit billing and collection of all C-PACE Program benefit assessment liens by the Green Bank;

WHEREAS, Green Bank and Municipality desire to release the Municipality of certain billing and collections obligations under the C-PACE Agreement to facilitate the billing and collection of benefit assessment liens by Green Bank, in accordance with the C-PACE Guidelines.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, it is hereby agreed as follows:

1. **Defined Terms.** All capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings set forth in the C-PACE Agreement.
2. **Release of Certain Billing and Collection Obligations.** As of the [Date], Green Bank shall be deemed to have released Municipality from liability for all billing and collection covenants and obligations set forth in Section 3(e) and Section 3(f)(1) of the C-PACE Agreement with respect to any Benefit Assessment Liens recorded by the Municipality prior to and after the Effective Date (the "Released Obligations"). Such Released Obligations shall not, however, include the obligation of Municipality to pay to Green Bank any funds received, due to error or any other reason, which Municipality knows or has reason to believe are associated with a Benefit Assessment Lien, no later than thirty days after the month that such funds are received.

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ATTEST
CITY CLERK

3. **Release of Annual Fee Obligation.** After the Municipality receives the Annual Fee for the fiscal year 2021, Municipality shall be deemed to have released Green Bank from the obligation to make any future Annual Fee payment to Municipality. Such release shall not, however, include the obligation of Green Bank to cover the Municipality's out of pocket costs and expenses in discharging its duties under the C-PACE Agreement in accordance with Section 3(g) thereof.
4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.
5. **Amendment and Waivers.** Any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Green Bank and the Municipality.
6. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Municipality and Green Bank have each caused this Agreement to be executed and delivered as of the date indicated above:

[TOWN NAME]

By: _____
[Name, Title]

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President

Item #40-20

Tentative Agreement with American Federation of State,
County, and Municipal Employees (AFSCME) Local 1522,
Council 4 regarding their Collective Bargaining Agreement
DENIED.



Report
of
Committee
on
Contracts

City Council Meeting Date: April 19, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 5/6/21

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Contracts begs leave to report; and recommends for adoption ~~DENIAL~~ the following resolution:

Item No. 40-20

RESOLVED, That the attached Tentative Agreement between the City of Bridgeport and American Federation of State, County, and Municipal Employees (AFSCME) Local 1522, Council #4 regarding their bargaining unit contract for the period of July 1, 2019 through June 30, 2024, be and it hereby is, ~~DENIED~~ in all respects, approved, ratified and confirmed.

(As amended from the floor on April 19, 2021)

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Michael A. DeFilippo, D-133rd

Alfredo Castillo, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: *April 19, 2021*

TENTATIVE AGREEMENT

City of Bridgeport &
AFSCME Council 4, Local 1522

December 15, 2020

The City of Bridgeport and AFSCME Local 1522, Council #4 hereby agree that the following represents their Tentative Agreement for a successor contract to the collective bargaining agreement which expired on June 30, 2019:

1. **Contract term:** 7/1/2019 to 6/30/2024 (5 years)
2. **Janus compliance** - Parties agree to delete or adjust sections of the CBA that are no longer valid due to the US Supreme Court decision in Janus v. AFSCME (2018).
3. **References to Public Facilities work now covered by AFSCME 1303-468 CBA** - Parties agree to delete or adjust sections of the CBA that reference work performed by AFSCME 1303-468.
4. **Article 2 – Check off**
 - Delete §2.3
 - §2.4 - Identify acronym P.E.O.P.L.E. as “Public Employees Organizing for Political Legislative Equality”
5. **Article 8 – Layoff and Recall - §8.6 – No layoff 2010 to 2013 – Delete section as moot**
6. **Article 10 – Subcontracting – Paragraph 1 strike “Department of Public Facilities”. Paragraph 2 strike “the divisions of the City’s Public Facilities Department and”**
7. **Article 12 – Drug & alcohol testing – Delete last sentence as moot**
8. **Article 13 – Hours of work and overtime – Delete §§13.3, 13.4, 13.5, and 13.12**
9. **Article 14 - §14.3 – Extend probationary period to one hundred twenty (120) days**

10. **Article 19 - §19.2** – Replace existing language with: “A joint safety committee will be established to study both facilities and equipment utilized by employees who are covered by this agreement. The committee will make reports and recommendations to the Mayor and/or the Superintendent of Schools, as the situation may require. The Union will appoint three (3) members to the committee. The City and the Board of Education as appropriate will appoint three (3) members. The Mayor shall appoint the seventh (7th) person to act as chairperson.”

11. **Article 21 Grievance and Arbitration Procedure - §21.8** - Delete “Laurie Cain, Esq. and” and “except that briefs may be filed and the arbitrator will issue an explanatory decision.”

12. **Article 22 – Wages**

§22.1 – Wage increases

- A. Effective July 1, 2019, the annual wages of employees shall be increased by two percent (2.0%)
- B. Effective January 1, 2021, the annual wages of employees shall be increased by one percent (1.0%)
- C. Effective January 1, 2022, the annual wages of employees shall be increased by two percent (2.0%)
- D. Effective January 1, 2023, the annual wages of employees shall be increased by two percent (2.0%)
- E. Effective January 1, 2024, the annual wages of employees shall be increased by two percent (2.0%)

Any increases due that have not been paid prior to the signing of this contract will be retroactive to the effective date of the increase.

13. **Article 22 – Wages** – Delete §22.11 as moot

14. **Article 24 – Retroactive Payments** – Replace “October 1, 2004” with “the final day of the expiring CBA”.

15. **Article 26 – Longevity - §26.6** – Replace “MERF B” with “CMERS”

16. **Article 27 – Tuition Reimbursement**

§27.1 - Increase reimbursement maximum for undergraduate courses to \$250 per credit.

Increase reimbursement maximum for graduate level courses to \$350 per credit.

§27.2 - Total expenditures cap remains unchanged at \$10,000 per fiscal year.

17. **Article 28 – Medical and Life Benefits**

§28.4 – Delete current language and replace with:

"All members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 who meet the retirement eligibility requirements of this article shall be entitled to post-retirement health benefits.

For eligible employees who retire on or after the first day of this Agreement, and their surviving spouses, if any, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: (A) "retiree" shall mean employees who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of the Connecticut Municipal Employees Retirement System (CMERS); and (B) retirees must accept Medicare Part B coverage if eligible.

Effective July 1, 2011 for purposes of this article "retirees" shall mean employees who: (a) have completed twenty-five years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of CMERS. It is the intent of this provision that all current Union members shall be "grandfathered" under the terms of this new agreement. New members hired or promoted into the Union after July 1, 2011 shall only receive retiree medical benefits after twenty-five years of service.

For AFSCME Local 1522 members who retire on or after December 31, 2015, and who are Medicare eligible, the parties agree that these Medicare eligible retirees and their spouses who are Medicare eligible will be provided with a Medicare supplement plan in place of the City's insurance plan. At that time, the premium cost share shall be based on the supplemental plan.

For eligible retirees and their eligible spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents."

§28.9 – Delete section

§28.10 – Update paragraph 3 (*New members hired after 7/1/2011 ...*) to conform with Item #8 of the Tentative Agreement between the City and the Union signed on 6/14/2011, and delete paragraph 5 (*Any member who is on payroll ...*)

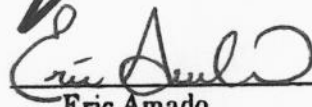
18. Article 29 – Pension Plan – Replace references to “CMERF B” with “CMERS” and replace §29.3 with “Employee contributions to CMERS will be on a pre-tax basis.”

19. Article 32 – Holidays – Delete §32.5 as moot.

FOR THE CITY

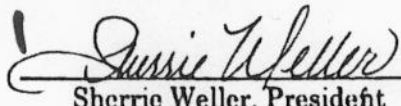

3/15/21

Joseph P. Ganim, Mayor

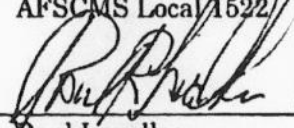

3/15/21

Eric Amado,
Labor Relations Director

FOR THE UNION


1/28/21

Sherrie Weller, President
AFSCMS Local 1522


1-28-2021

Paul Lavallee
AFSCME Council 4

	CITY OF BRIDGEPORT					
	OFFICE OF POLICY AND MANAGEMENT					
	FINANCIAL IMPACT OF THE AFSCME LOCAL 1522, COUNCIL 4 UNION CONTRACT					
	CONTRACT PERIOD JULY 1, 2019 TO JUNE 30, 2024					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Total Months
	12 months	18 months	12 Months	12 Months	12 Months	66 months= 5.5 Yrs
	7/1/19-6/30/20	7/1/20-12/30/21	1/1/22-12/30/22	1/1/23-12/30/23	1/1/24-12/30/24	Compounded
AFSCME 1522 UNION CONTRACT						
Covered Contract Periods	7/1/19-6/30/20	7/1/20-12/30/21	1/1/22-12/30/22	1/1/23-12/30/23	1/1/24-12/30/24	Compounded
Percentage Wage Increases	2.00%	1.00%	2.00%	2.00%	2.00%	9.3256%
Total FY22 Base Salary = \$18,367,703	367,354	187,351	378,448	386,017	393,737	1,712,899
MERF Contrib @ FY 22 = 18.25%	67,042	34,191	69,067	70,448	71,857	312,604
Medicare @ 1.45%	5,327	2,717	5,487	5,597	5,709	24,837
Total Annual Financial Impact	439,723	224,259	453,002	462,062	471,304	2,050,340
						1.695%

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AGREEMENT
BETWEEN THE
CITY OF BRIDGEPORT
AND THE
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
LOCAL 1522, COUNCIL 4

DRAFT of
full CBA

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JULY 1, ~~2014~~2019 TO JUNE 30, ~~2019~~2024

File name: 2019-2024 AFSCME 1522 - 2014 to 2019 - FINAL 07-06-2018CBA 12-22-2020

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This Agreement is entered into by the City of Bridgeport, (the "City" or the "Employer"), and Local 1522 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, (the "Union").

I. THE UNION AND UNION SECURITY

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and conditions of employment for all of those employees of the City as certified by the Connecticut State Board of Labor Relations in Decision No. 816-A, issued December 5, 1968, and as amended in Case No. ME-3444, Decision No. 1440-C, issued December 27, 1976. The Employer further recognizes the Union as the bargaining agent for so-called time-pay employees holding the position of program assistant, paraprofessional, clerk aide, truck driver or bilingual aide who are otherwise in all respects appropriate for the bargaining unit. The Employer further recognizes the union as the bargaining agent for W.I.C. employees as described in Case No. ME-13,777, Decision No. 2968, and effective 2/4/2015 further recognizes the Board of Education (only) Information Technology positions identified in SBLR Case # ME-31397.

1.2 The Union recognizes the Mayor of the City or his/her designated representative, or representatives as the sole representative(s) of the Employer for the purpose of collective bargaining.

1.3 The Union and the City agree to bargain in good faith on all matters relating to wages, hours and other conditions of employment.
~~relating to wages, hours and other conditions of employment.~~

ARTICLE 2 - CHECK-OFF

2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. Such deductions shall continue for the duration of this Agreement. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by law, Union dues for such deduction period shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this section terminates

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upon the delivery of the deductions so made to the person authorized to receive such amounts from the City.

2.2 The dues deduction for the Union shall be made during each employee's respective pay period and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, not later than the fifteenth (15th) day of the following month.

~~2.3~~ It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall be a condition of employment that all employees covered by the Agreement who are not members of the Union on the effective date of this Agreement shall, on the thirty first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union during the term of the Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by Union members during the term of the Agreement. All such dues shall be automatically payroll deducted and remitted to the Union.

~~2.42.3~~ The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organizing for Political Legislative Equality) deduction provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the City harmless from any claims arising as a result of any deduction made pursuant to this subsection.

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ARTICLE 3 - BARGAINING UNIT

3.1 This Agreement applies to and includes all employees listed in the certification of the Connecticut State Board of Labor Relations issued December 8, 1968, and Decision No. 929, issued May 18, 1970 as amended in Decision #1440-C issued on December 27, 1976. This shall include all paraprofessionals (Teacher Assistants) and Bus Drivers ~~in~~employed by the Board of Education.

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3.2 Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week are excluded.

3.3 The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.

3.4 Any dispute whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

ARTICLE 4 - UNION ACTIVITIES

4.1 The City agrees that the Union officer or steward shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself/herself from his/her work area may be withheld by the supervisor only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.

4.2 Union officials may attend meetings for the purpose of negotiations during working hours without loss of pay.

4.3 Union officials may attend meetings during working hours without loss of pay, when such meetings are requested and approved by the Labor Relations Director of the City or his/her designee.

4.4 Union officers shall be able to consult with the employer, his/her representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

4.5 During each year up to five (5) employees who are chosen by the Union as official delegates to one state labor convention shall be granted no more than three (3) days of leave for the sole purpose of attending the sessions of such state convention as voting delegates. Once in each two (2) year period, up to five (5) employees who are chosen by the Union to be official delegates to the National Convention of AFSCME shall be granted five (5) days of leave for the sole purpose of attending the sessions of such national convention as voting delegates. The Secretary of the Union will certify in writing, transmitted by certified mail, return receipt requested, to the department head of each employee, with a copy to the Director of Labor Relations, the names of the employees chosen by the Union as said delegates. Said certification shall be postmarked no later than fourteen (14) days prior to the first day on which the leave is to become effective.

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4.6 The parties agree that the position of President of AFSCME Local 1522 shall be a full-time union position and shall be a paid position by the employer.

ARTICLE 5 - VISITS BY UNION REPRESENTATIVES

Accredited representatives of the American Federation of State, County and Municipal Employees, shall have access to the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives, and his/her presence will not disrupt the orderly routine of the department.

ARTICLE 6 - BULLETIN BOARDS

The City will furnish and maintain suitable bulletin boards in convenient places in each work area which may be used by the Union. The Union agrees that the material posted will not contain propaganda against, or attacks upon, the City or any official thereof.

ARTICLE 7 - SENIORITY AND PROBATION

7.1 Seniority shall mean the length of service to the municipality. Such seniority shall apply to the employee's rights in case of layoff, re-employment, transfer, bidding, promotion, and vacations as provided in this Agreement.

7.2 For the purpose of this article and section, an employee's seniority shall be their most recent date of hire.

7.3 New employees (non-seasonal) shall have a probationary period of one hundred and eighty (180) calendar days, which shall not include sick or other absent days, and upon successful completion of this period they shall be classified as permanent employees. The probationary period shall be counted as part of the seniority period after the employee is considered permanent. Benefits for probationary employees shall begin on the ninetieth (90th) workday. Termination or other discipline of a probationary employee shall not be arbitrable and the sole and exclusive remedy shall be the grievance procedure under Article 21 through Step 3.

7.4 The City shall deliver a list of employees with seniority, classification and rate of pay to the Union within ninety (90) days of the signing or anniversary date of this Agreement.

7.5 Employees who are promoted out of the bargaining unit shall have the right, in the event the employee fails the probationary period or becomes ineligible for the position because of testing, to bump back into the bargaining unit position he/she

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previously held. If said employee returns back to the bargaining unit, he/she shall be the least senior for assignment of positions within the department. Seniority for this purpose shall be the date on which said affected employee returns to the bargaining unit. This period of time shall be no longer than six (6) months.

ARTICLE 8 - LAYOFF AND RECALL

8.1 For purposes of this Section, seniority shall mean total length of service within the municipality as defined above.

8.2 Employees shall be laid off in the following order: (a) part-time bargaining unit; (b) probationary; and (c) regular full-time.

8.3 In the event that the City makes a reduction in the number of employees in an established job by title for which a Civil Service examination is not required, employees with the least seniority in that job will be laid off first. Subsequent recalls to open positions in that particular job and job title shall be made in the reverse order of the lay-off. An employee shall retain his/her seniority status and right of recall in the specific job title for twenty-four (24) months following the date of his/her lay-off. If the employee refuses recall to an opening in the position from which he was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lost his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

8.4 An employee subject to being laid off shall have the right to bump to an equal or a lower classification in the Civil Service code group provided he/she has the ability to do the work required without further training and has greater seniority than the least senior employee in the equal or lower classification.

8.5 No new persons will be hired for assignment to an open classification that is required to be filled, so long as employees laid off from the classification retain seniority status and right of recall to jobs in that classification.

~~8.6 There shall be no lay-off of current collective bargaining unit members from July 1, 2010 to July 1, 2013.~~

ARTICLE 9 - TOP SENIORITY

Ten (10) Officers and thirty (30) Stewards of the Union shall have top seniority in the event of a layoff and recall. The Union shall notify the City in writing, at least semi-annually, of the names and employment location of each employee covered by this Article.

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ARTICLE 10 - SUBCONTRACT

The City agrees that it will not contract or subcontract any work presently being performed by employees in the bargaining unit in the Department of Public Facilities, Custodian and Building Maintenance Group and Janitor, excluding Custodians. This shall not prevent the City from contracting or subcontracting for supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work.

The parties have agreed that the language of Article 10 of the Contract shall be interpreted to cover only the divisions of the City's Public Facilities Department and the Maintenance Division of the Board of Education.

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II. MANAGEMENT AND THE WORKPLACE

ARTICLE 11 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion to: recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel, determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position, subject to the provisions of Section 13.1, and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; contract for services with other units of government and/or private contractors for the provision of services to or by the City, subject to the provisions of Article 10; determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The City shall not exercise its management rights in violation of its obligations under MERA (the Connecticut Municipal Employee Relations Act, Conn. Gen. Statutes #7-467, et seq).

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ARTICLE 12 - DRUG AND ALCOHOL TESTING

The City reserves the right to conduct drug and alcohol testing. The procedures and requirements shall be consistent with the Connecticut General Statutes. The City shall provide the Union thirty (30) days notice prior to formally implementing this program.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.1 The parties acknowledge the value of job function flexibility and agree to the attached ~~negotiated~~ job descriptions ~~description~~ of Maintainer I through Maintainer V. An employee may be assigned to perform work in a higher level and will be paid at the wage step at the "acting" maintainer level, which will increase his/her wage rate by not less than ten percent (10%) over his/her regular wage rate. An employee may be temporarily assigned to perform work in a lower level and will not suffer any reduction in pay as a result. The City agrees that assignments shall be for sound business or operating reasons, and, where practicable, seniority. The City shall endeavor in good faith to make these assignments consistent with the principle of distributing them as equitably as practicable. Job function flexibility is designed to increase the flexibility of staff to allow existing employees to cover, for absenteeism on a non-premium pay basis, reduce work practice overtime and increase assignment (job) flexibility.

13.2 All employees covered by this Agreement will work a forty (40) hour week unless a different number of work hours per week is specified in the attached wage / hours schedule.

~~13.3 Maintainer III's assigned to operate sanitation vehicles on daily scheduled sanitation routes shall work from 4:00 a.m. to 12:30 p.m., eight (8) hours per day, forty (40) hours per week, Monday through Friday on an incentive basis. The City shall have the right to operate two man (2) sanitation crews. The City retains the right to assign any appropriate bargaining unit personnel to the sanitation function on a per route basis. However, for assignments to fill the odd position at the start of the sanitation shift, the City shall utilize the following procedure. Individuals in Public Facilities interested in working this assignment shall express this interest by signing a posting that will be made available every six (6) months. If there is no interest expressed in this assignment, it will be filled by using sound business reasons and, where practicable, seniority. The city shall endeavor in good faith to make these assignments consistent with the principal of distributing them as equitably as practicable. Employees who do not avail themselves of the opportunity to work this assignment shall be charged as if they had worked.~~

~~The recycling routes will start at 4:30 a.m., on an experimental basis, for three months commencing on a date to be mutually agreed by the City and the Union. If~~

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~~either party does not want to continue the experiment at the conclusion of the three-month period, they may give the other party notice to that effect, the start time will revert to 5:00 a.m. and the issue will be re-opened for negotiations under MERA.~~

~~13.4~~ The City will provide a designated representative of the Union, all requested information concerning scheduling and/or balancing of the routes.

~~13.5~~ It is agreed that the work schedules will not be changed during this period of time except by mutual agreement between the City and the Union.

~~13.6~~13.3 Supervision shall make overtime assignments consistent with the principle of distributing as equitably as practical among the employees holding the job affected by the overtime assignment.

~~13.7~~4 An employee will work overtime when requested to do so by supervision. Employees shall be notified of such assignment as soon as practicable. Employees who do not avail themselves of the opportunity to work overtime shall be charged as if they had worked.

~~13.8~~5 In the event that all employees refuse or are not available to work overtime, the least senior employee in the classification and the area affected by the overtime work, must work such overtime. In the event of an emergency declared by the Mayor, no one can refuse to work overtime.

~~13.9~~6 A record of overtime hours worked by each employee in each department or division shall be posted monthly in each department's bulletin board. Employees acting in a job shall be considered as working that job for purposes of overtime distribution for: a) the balance of any consecutive work day assignment over five (5) working days; and b) overtime at the beginning or end of a shift for the job to which they are assigned. Such employees will not be eligible for overtime in their regular job assignment when eligible as provided above.

~~13.10~~7 The workweek of paraprofessional teacher assistants shall be from Monday through Friday inclusive. The workday of teacher assistants shall commence with the students' school day and end at the completion of the students' school day. Teacher assistants are required to attend in-service workshops when such workshops are scheduled within a regularly scheduled workday. Teacher assistants may be required to attend no more than two (2) report card/parent conferences per school year. In addition, teacher assistants shall have responsibility for lunchroom duty. Teacher assistants shall not be used as substitute teachers. The schedule for clerical assistants is not covered by this section.

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~~13.118~~ The summer schedule for the greenhouse employees shall be 7:00 a.m. to 3:30 p.m.

~~13.12~~ The City and the Union agree that the City shall be broken into five (5) districts for the purpose of Sanitation Collections Recycling and Public Works. The parties realize that the number of districts, the number of garbage routes and recycling routes are to be monitored and discussed on an ongoing basis. The Union and the City agree that garbage routes will be staffed by a two (2) person crew except in those limited situations where a three (3) person crew is required if any. The parties agree to negotiate concerning these limited situations.

ARTICLE 14 - JOB BIDDING AND POSTING

14.1 It is the intent of the City and the Union to provide promotional opportunities through the use of a position bidding and a position posting system. It is in the interest of the City and the Union that the City hire for entry level positions - List A positions; thereafter the employee bids for promotions to list B positions, as promotional vacancies occur subject to job required qualifications and seniority. Any disputes as to qualifications shall be subject to the grievance procedure.

14.2 When a vacancy exists in a List "A" (Appendix A) position, the position shall be filled in accordance with established City hiring policies.

14.3 When a vacancy exists in a List "B" (Appendix B) position within a department, the City shall post the vacancy for five (5) days. Copies of all List "B" bid postings shall be sent to the Union President. All senior employees within the department may bid for such vacancy. The senior employee who bids, if qualified shall be given the first opportunity to fill the position. If an employee refuses or is found unqualified the position shall go to the next qualified employee. There will be a break-in and probationary period of ~~sixty (60)~~ one hundred twenty (120) days.

14.4 Employees shall be allowed one (1) successful bid per year. Any employee who bids for a position on a List "B" position shall be precluded from bidding for a period of one (1) year from the date of said successful bid. Successful bid for the purposes of this section shall be a bid which assures the employee incumbency in the position bid for.

14.5 The seniority and posting provisions of this section will not apply to vacancies for positions outside of the bargaining unit.

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ARTICLE 15 - SHIFT PREFERENCE

15.1 Shift preference will be granted on the basis of seniority within classifications as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preference, then employees within the department will be given preference by seniority.

15.2 Shift preference within the Board of Education maintenance division shall be posted for application by employees then actively at work within the division based upon seniority within job classification subject to: a) only employees in another shift can apply; b) no more than two (2) subsequent shift opening need to be posted and filled based upon seniority; c) any other shift opening created as a result of the above process may be filled by management assignment in management's sole discretion; and d) any employee who applies for and is awarded a shift preference shall be precluded from another application for one (1) year from the date the employee began work on such shift.

15.3 Any employee who is scheduled to report for and who presents him/herself for work, as scheduled shall be assigned at least four (4) hours work on the job for which he/she was scheduled to report. If work in the job is not available, the employee shall be excused from duty, and paid at his/her regular rate - straight or overtime. When an employee reports for and starts to work as scheduled, and is excused from duty before completion of four (4) hours work the employee shall be paid at his/her regular rate, for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

ARTICLE 16 - TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. Employees requesting transfers to a vacant position shall be transferred to equal or lower paying job classification on the basis of seniority, provided he/she has the ability to do the job effectively without further training.

ARTICLE 17 - REST PERIODS

All employee's work schedules shall provide for a fifteen (15) minute paid rest period during each one-half shift. Rest periods will not be annexed to lunches. Employees, who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

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ARTICLE 18 - TRAINING

18.1 The City shall establish on the job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training. From the qualified applicants, assignments to training will be in order of seniority.

18.2 In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record.

18.3 A joint committee will be established to review training issues which may be of mutual interest.

ARTICLE 19 - SAFETY AND HEALTH

19.1 Both parties to this agreement shall hold themselves responsible for mutual cooperative enforcement of OSHA safety rules and regulations.

19.2 ~~Three~~ A joint safety ~~committees~~ committee will be established to study both facilities and equipment utilized by employees who are covered by this agreement. ~~Each~~ The committee will make reports and recommendations to the Mayor and/or the Superintendent of Schools, as the situation may require. ~~One committee shall address issues in the Board of Education. One committee shall address issues in the Public Facilities Department. One committee shall address issues in other City departments.~~ The Union will appoint three (3) members to ~~each~~ the committee. The City and the Board of Education as appropriate ~~also~~ will appoint three (3) members. The Mayor, shall appoint the seventh (7th) person to act as chairperson.

ARTICLE 20 - DISCIPLINARY PROCEDURE

20.1 The City of Bridgeport and its duly authorized representatives shall exercise full disciplinary authority consistent with its' responsibility to direct employees to perform the required work duties in order to achieve department program goals and satisfactory municipal service to the general public.

20.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied.

20.3 Disciplinary action shall include any verbal warning, written warning, suspension without pay, or discharge. The City and the Union agree that the City may take summary action for grave or serious offenses. However, before any summary action is taken by the City for grave or serious offenses, the City shall meet,

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if practical, with the Union President or a steward regarding the action the City is taking for such offense, in an effort to resolve the dispute.

20.4 All disciplinary actions shall be appealed through the established grievance procedure.

20.5 All suspensions and discharges will be stated in writing and transmitted by certified mail, return receipt requested, to the address last provided by the employee. In suspension and discharge cases the Union will be notified of the action, by copy of the letter directed to the employee, transmitted to the Union office by certified mail, return receipt requested.

20.6 Verbal and written warning shall be removed from disciplinary record after eighteen (18) months upon the employees written request.

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

21.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement including the management rights provisions, shall be settled in the following manner:

Step 1:— The employee shall verbally take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond verbally to the grievant within five (5) working days. Any disposition at this verbal level will not be cited as precedent by either party.

Step 2:— If the grievance is not resolved verbally, it must be reduced to writing. The supervisor shall attempt to adjust the matter and shall respond in writing to the steward and the grievant within ten (10) working days of the initial verbal presentation. Such grievance must contain the following information:

- A. A statement presenting, in a concise manner, the details of the grievance.
- B. A statement outlining the relief sought; and
- C. Specific reference to the clause or clauses of the Agreement, which the grievant feels have been violated.

Step 3:— If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Chief Steward, to the department head within five (5) working days after the supervisor's response is due. The department head shall respond to the Union Steward or the Chief Steward in writing, within five (5) working days.

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Step 4:— If the grievance still remains unadjusted, it shall be submitted by the Chief Steward to the Labor Relations Director of the City within five (5) working days after the response of the department head is due. Within one week after submission, a meeting will be held between the Union Grievance Committee, (including the Local President and the Staff Representative of Council #4) and a Labor Relations Director or his/her designee. The Labor Relations Director or his/her designee shall respond to the grievance, in writing, at the meeting or within five (5) working days with copies to the Local President and the Council #4 Staff Representative.

Step 5:— If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the appointing authority is due, by written notice to the other, request arbitration by the State Board of Mediation and Arbitration. Said Board shall hear and act on such disputes in accordance with its rules and regulation. The arbitrator(s) shall limit their decision strictly to the application, meaning or interpretation of the provision of this agreement. The arbitrator(s) shall not add to nor subtract from the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on the issue(s).

21.2 The decisions of the Arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument.

21.3 Expenses for the arbitrator(s) services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

21.4 The City and the Union agree that a permanent arbitrator, or other arbitration panels, such as the American Arbitration Association, or the Federal Mediation and Conciliation Service, may be used upon agreement to comply with the requirements of this Step 5. The City may elect to have any grievance concerning discipline heard before the American Arbitration Association ("AAA") in accordance with its rules but all progressive discipline for any employee must be heard as separate hearing(s). In addition, each party may select three (3) grievances per contract year for hearing before the AAA in accordance with its rules. The party electing a hearing before the AAA shall pay the AAA and arbitrators costs.

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21.5 Grievances initiated by the employer shall be processed in this same manner, but they may be initiated at either Step 3 or Step 4.

21.6 Nothing contained in this Article shall prevent any employee from processing his/her own grievance through Step 3 of the grievance procedure, providing that the Union shall be promptly notified of such grievance as it is being processed and shall have the right to participate at each step.

21.7 Only the Union shall have the right to process the grievance to Step 4 and 5 of the grievance procedure and to final and binding arbitration. The employee shall have the right to be present at each step of the grievance procedure including arbitration.

21.8 The parties will continue the utilization of an expedited arbitration system for cases which both parties agree. The parties designate Laurie Cain, Esq. and M.M. Jackson Weber, Esq. as expedited ~~arbitrators~~ arbitrator. The rules governing expedited arbitration of the State Board of Mediation and Arbitration will apply except that ~~briefs may be filed and the arbitrator will issue an explanatory decision.~~

III MONETARY PAYMENTS

ARTICLE 22 - WAGES

22.1 ~~A~~ Wage increases

~~A. Effective July 1, 2014~~ 2019, the annual wages of employees shall be increased by ~~three~~ two percent (~~3.0~~ 2.0%). See Appendix C.

~~B. B~~ Effective January 1, 2015 2021, the annual wages of employees shall be increased by ~~three~~ one percent (~~3.0~~ 1.0%). See Appendix C.

~~C. Effective July 1, 2016~~, the annual wages of employees shall be increased by ~~two and one half~~ two percent (~~2.5~~ 2.0%). See Appendix C.

~~D. D~~ Effective January 1, 2017 2022, the annual wages of employees shall be increased by ~~two and one half~~ two percent (~~2.5~~ 2.0%) (See Appendix C.)

~~D. E~~ Effective January 1, 2023, the annual wages of employees shall be increased by ~~two~~ two percent (~~2.0~~ 2.0%)

~~E. Effective July~~ January 1, 2018 2024, the annual wages of employees shall be increased by ~~two~~ two percent (~~2.0~~ 2.0%) (See Appendix C.)

Any increase due that have not been paid prior to the signing of this contract will be retroactive to the effective date of the increase.

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22.2 The City shall have discretion to hire new employees at a higher step than entry level when recruitment needs so demand. The City shall give the Union notice within thirty (30) days of such hiring.

22.3 For the purpose of this agreement, an employee's regular weekly earnings shall be that portion of his/her regular annual salary which he/she receives each week. An employee's regular hourly rate shall be that portion of his/her regular weekly earnings reduced to an hourly rate. Teacher Assistants will have the option of spreading their salary over a twelve (12) month period.

22.4 In determining an employee's rate of pay for any monetary benefit under this agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.

22.5 In no event shall any additional monies received as a result of any other provision of this agreement be considered as a portion of an employee's regular annual, weekly, or hourly rate. The single and sole criterion for making a determination of any employees annual weekly or hourly rate, shall be the salary being paid in accordance with the Wage Appendices.

22.6 In the event an employee is promoted, his/her new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.

22.7 Except employees who work the school year calendar, all employees on an annual salary and who work a full calendar year shall be paid the wages of their classification based upon fifty-two (52) weeks.

22.8 Employees required to work in a higher classification than their normal classification shall be paid for the period of time worked. In the event an employee is required to work in a higher classification for more than three (3) months, he/she shall be paid the rate of the higher classification for all work time, vacation, holidays and sick time. If an employee is working out of classification in the same job for six (6) consecutive months without such assignment being broken for not less than ten (10) consecutive working days, then such job shall be posted in accordance with Article 14.

22.9 Overtime pay shall be paid to all employees who are required to work under any of the following conditions:

A. Time and one-half shall be paid for all work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week.

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B. Time and one-half shall be paid for all work performed on Saturday and/or Sunday as such, except that such rate shall not be paid to employees who are on a seven (7) day continuous operation wherein Saturdays and Sundays are part of the regular scheduled four (4) or five (5) day operation. These Employees shall be paid time and one-half for all work performed on the sixth (6th) and seventh (7th) day, as such, of their regular work week.

C. Overtime shall be paid only once for the hours actually worked in accordance with the above overtime provisions so that there will be no pyramiding of overtime.

22.10 Teacher Assistants shall be paid straight time for hours actually present at report card conferences. Straight time shall be paid for hours less than eight (8) in a workday. Time beyond eight (8) hours in a given day shall be compensated at time and one-half.

~~22.11 Applicable to the 2014-2019 CBA only; the Union agrees that all bargaining unit members will have deducted from any retroactive pay the equivalent of three (3) days of pay. In exchange for this deduction the bargaining unit members will take three (3) unpaid furlough days, the value of which is being subtracted from any retroactive payment as stated above. Said furlough days must be taken prior to December 1, 2016 or the right to take such time will be lost. The use of the three (3) furlough days will not be subject to the City's Attendance Policy. Using furlough days shall not be unreasonably denied by any supervisors.~~

~~22.1222.11~~ Regarding the step increases on the salary chart included as Appendix C in this CBA:

- A. All new hired and promoted employees will remain at their hire or promotional rate, for one year. On the first day of the next month following their anniversary date (date of hire or date of promotion), the new hire or promoted employee will be eligible for a merit increase to the next step, assuming the employee has satisfactorily completed his/her probationary period.
- B. The Union and the City agree that all existing employees covered by the salary charts, shall be considered for merit salary steps or grade increases on an annual basis, either in January or July of each year as applicable, except existing Maintainer I – Grade I's who are not at the top salary Step at the date of the signing of this Agreement.
- C. If the employee was a temporary seasonal employee hired without a break in pay, the time in service as a seasonal employee will be credited up to one year

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of service for eligibility for the merit increase to the next step. When an employee is promoted, that employee's anniversary date, for step increases purposes, will be the effective date of the promotion.

ARTICLE 23 - NIGHT BONUS/WEEKEND DIFFERENTIAL

23.1 ~~The night bonus rate for employees at Maintainer III step 7 shall be reflected in their base rate. New employees hired after January 18, 1995, other than those at Maintainer III step 7, shall be paid the night bonus only for those hours actually worked on the second or third shift.~~

Employees hired prior to January 18, 1995, ~~other than those at Maintainer III step 7,~~ shall receive the night bonus as per current practice.

23.2 There shall be paid to each eligible employee who works the second shift, a night bonus of one dollar and fifteen cents (\$1.15) for each hour worked on the second shift.

23.3 There shall be paid to each eligible employee who works a third shift, a night bonus of one dollar and thirty cents (\$1.30) per hour for each hour worked on the third shift.

ARTICLE 24 - RETROACTIVE PAYMENTS

The following ~~provision~~provisions shall be paid retroactively under this contract unless otherwise noted: all regular earnings, uniform allowance, overtime, holiday pay, vacation pay, sick pay, teacher's aide pay adjustment, longevity and night bonus for second and third shift which may have been worked or earned between ~~October 1, 2004~~the last day of the expiring CBA and the date on which this contract becomes effective. Retroactive payments shall be limited to employees actively on the City's payroll as of the date of execution of this agreement by both parties.

ARTICLE 25 - CALL-BACK PAY

When an employee is called in for work outside of his/her regular scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked which are not annexed consecutively, to one end or the other of the working day.

ARTICLE 26 - LONGEVITY

26.1 Eligible employees shall receive annual longevity pay each December as follows:

- a) Five (5) or more years of continuous service - \$400.00.
- b) Ten (10) or more years of continuous service - \$600.00.
- c) Fifteen (15) or more years of continuous service - \$700.00.
- d) Twenty (20) or more years of continuous service - \$900.00.
- e) Twenty-five (25) or more years of continuous service - \$1,000.00.
- f) Thirty (30) or more years of continuous service - \$1,100.00.

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26.2 Effective December 1, 2003, employees with ten (10) or more years of continuous service shall be paid longevity pay based upon sixty-five dollars (\$65.00) for each year of continuous service. Such payment shall not exceed eighteen hundred dollars (\$1,800.00) per annum.

26.3 Effective December 1, 2004, employees with ten (10) or more years of continuous service shall be paid annual longevity pay based upon seventy dollars (\$70.00) for each year of continuous service. Such payment shall not exceed eighteen hundred dollars (\$1,800.00), per annum

26.4 Employees hired after May 23, 2001 shall only be eligible to receive longevity pay as provided above after ten (10) years of continuous service.

26.5 Employees who leave the municipal service prior to December of any year shall receive longevity pay pro-rate for the period qualified.

26.6 In the case of an employee's death before December, the longevity payment shall be made on a pro-rata basis to the ~~C-MERF~~ BCMERS Beneficiary.

26.7 Any employee entitled to payment under the provisions of this Article shall be paid only once so that there will be no pyramiding of longevity payments.

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ARTICLE 27 - TUITION REIMBURSEMENT

27.1 The City shall reimburse each employee for the cost of tuition up to ~~one~~ two hundred fifty (~~\$150~~ \$250) dollars per credit for undergraduate courses and ~~two~~ three hundred (~~\$200~~ \$350) dollars per credit for graduate level courses plus the cost of all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of their cost to the Director of Labor Relations and upon satisfactory completion at a Grade C or better for each course, at an accredited college or university in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments and shall be related to his/her responsibilities. Each employee will be limited to nine (9) credits per fiscal year.

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27.2 The employee must apply and obtain written approval of the Director of Labor Relations in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. The tuition reimbursement expenditures shall be capped at ten thousand (\$10,000) dollars per fiscal year for all bargaining unit members.

The employee must remain in City employment for a period of one year after payment for course(s). If the employee leaves prior to one year, he/she will reimburse the City of any tuition received for such course(s).

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IV BENEFITS

ARTICLE 28 - MEDICAL AND LIFE BENEFITS

28.1 The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

A) "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Schedule of Benefits as revised and effective as of July 1, 2010 a copy of which Schedule is attached to this Agreement as Appendix D- (the "Medical Plan").

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~~B) Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment shall be five dollars (\$5.00) for generic drugs; ten dollars (\$10.00) for drugs on the list of preferred drugs maintained by the City's pharmacy manager; and twenty five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Employees must use mail order for prescription drug refills for Maintenance drugs on the list maintained by the City's pharmacy benefits manager after three (3) refills or the co-payment doubles at retail. Such double co-payment shall only apply to drugs which can be ordered by mail. There shall be a limit of thirty (30) days supply for any single prescription or refill of a prescription for prescription drugs at retail.~~

B) Drug prescription family plan (covering all approved medications) with an annual maximum and co-pays as described in the attached "Prescription Benefits" section contained in Appendix D.

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C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").

D) The Cigna VSP Vision Service Plan, or its equivalent, as outlined and attached hereto as Appendix E- (the Vision Plan").

28.2 The City provide and pay for the cost of a Group Life Insurance Policy the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.

28.3 Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s).

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28.4 All members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 who meet the retirement eligibility requirements of this article shall be entitled to post-retirement health benefits.

For ~~current~~ eligible employees who retire on or after the first day of this Agreement, and their surviving spouses, if any, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: (A) "retiree" shall mean employees who: (1) have completed fifteen (15) years of continuous municipal service and are age fifty five (55) or who have completed twenty five (25) years of continuous municipal service regardless of age; and (2) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of ~~MERF Fund B;~~ the Connecticut Municipal Employees Retirement System (CMERS); and (B) retirees must accept Medicare Part B coverage if eligible.

~~The parties agree to attach a schedule of existing Union employees who are covered under this Agreement when the collective bargaining agreement is executed.~~

Effective July 1, 2011 for purposes of this article "retirees" shall mean employees who: (a) have completed twenty-five years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of ~~MERF Fund B.~~

CMERS. It is the intent of this provision that all current Union members shall be "grandfathered" under the terms of this new agreement. ~~Any newly~~ New members hired or promoted ~~employees into the Union after July 1, 2011~~ shall only receive retiree medical benefits after twenty-five years of service.

For AFSCME Local 1522 members who retire on or after December 31, 2015, and who are Medicare eligible, the parties agree that these Medicare eligible retirees and their spouses who are Medicare eligible ~~are~~ will be provided with a Medicare supplement plan in place of the ~~city's~~ City's insurance plan. At that time, the premium cost share shall be based on the supplemental plan. ~~Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the Medicare eligible retiree and covered dependents are enrolled in:~~

For eligible retirees and their eligible spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate

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of the supplement plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

~~All members of the bargaining unit hired after December 31, 2015 will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post-retirement health benefits. Effective July 1, 2016, the parties agree to reopen the contract to solely bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract solely on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.~~

28.5 Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension. For terminated employees, the City shall provide such coverage for the employee only but not for dependents, provided that the employee has filed a timely grievance and timely appeals through Step 5 of the grievance procedure and for that period of time until a final decision on the grievance has been rendered in arbitration.

28.6 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 28.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans as specified in Section 28.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

28.7 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 28.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 28.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of

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claims offered by the Plan specified in Section 28.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 28.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

28.8 The City shall provide a payment in lieu of health benefits for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year.

~~28.9 The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.~~

~~28.10~~**28.9** Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall make a percentage contribution of Premium Cost for the Medical Plan and the Prescription Drug Plan. Effective July 1, 2011, all employees shall have such contribution increased to eighteen percent (18.0%) of the premium cost and effective July 1, 2012, the contribution shall increase to twenty-five percent (25%).

Current bargaining unit members hired prior to July 1, 2011, who are active full time employees of the City of Bridgeport on the date this agreement is signed, will have their PCS contribution capped at twenty-five percent (25%) contribution as of June 30, 2012. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement.

~~New members (hired after July 1, 2011), during the term of this bargaining agreement, shall start at twenty five percent (25%) PCS contribution. There will be one percent (1%) increase each year for the PCS contribution up to fifty percent (50%). This shall be capped at fifty percent (50%) after twenty five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during the entire period of retirement.~~

Regardless of start date, any new bargaining unit member hired on or after July 1, 2011 shall pay a health care premium cost share (PCS) for the above-named insurances, which shall be payroll deducted weekly according to the following schedule:

<u>One-year period beginning</u>	<u>PCS Rate</u>
<u>July 1, 2012</u>	<u>25%</u>
<u>July 1, 2013</u>	<u>26%</u>
<u>July 1, 2014</u>	<u>27%</u>

PCS contributions shall increase by 1% per year on July 1st of each year thereafter, until a cap of 50% is reached.

Said premium contribution shall be the above-named amount regardless of the coverage category of: employee only, employee plus one, or employee plus family.

~~Any member who is on payroll of the City of Bridgeport as of June 10, 2011, if eligible for retiree medical benefits, shall have the right to retire at a contribution rate of twelve percent (12%) PCS of the annual cost of health insurance coverage as determined by the City, if they irrevocably retire from their employment with the City of Bridgeport by July 15, 2011.~~

Ten-month employees in the City of Bridgeport Board of education will have their PCS contribution increase to eighteen percent (18%) on September 1, 2011 and twenty-five percent (25%) on July 1, 2012.

For purposes of this Section (and wherever applicable elsewhere in this Article), "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction/Reconciliation Act ("COBRA").

~~28.1410~~ A) The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amount contributed for health benefits and for child care from the gross income of the employee for tax purposes.

B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopen negotiations at the request of either party.

~~28.1211~~ A) For employees who retire on or after June 30, 2003 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or, if eligible and appropriate due to age, a Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement.

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B) If any employee who retires on or after July 1, 2001 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternate coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

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ARTICLE 29 - PENSION PLAN

29.1 All employees shall be covered by the Connecticut Municipal Employees Retirement Fund B ("~~CMERF B~~System" ("~~CMERS~~"))

29.2 All Board of Education employees covered by the Board of Education Janitors, Janitresses, and Engineers Retirement Plan, who retire after the execution date of this Agreement, shall be entitled to retirement benefits equivalent to that of CMERF B in effect on the date of their retirement, which are appropriate to the employee's age, length of service with the City, eligibility and other requirements of CMERF B.

29.3 ~~Upon approval by CMERF and subject to the approval of all other City unions in CMERF B, employee~~ Employee contributions to ~~CMERF B~~ CMERS will be on a pre-tax basis.

ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM ("EAP")

30.1 The City recognizes that a wide range of problems not directly associated with one's job function can have an undesirable effect on an employee's job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employee's family and the City to provide an employee with a service which deals with such persistent problems.

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30.2 The EAP may establish, and therefore discontinue, and provide its services to all City employees and their immediate family members at no cost to the employee or family.

30.3 The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.

30.4 Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.

30.5 To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

ARTICLE 31 - WEARING APPAREL

31.1 The City shall provide to any City employee required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles. Sanitation employees shall be provided by the City with work clothes of good quality consisting of shirt, jacket and pants. A committee of two (2) union representatives and two (2) City representatives shall be formed to review the protective clothing requirements of all bargaining unit jobs.

31.2 The City shall provide work clothes of good quality, consisting of shirt, pants, and jacket, to any employee covered by this agreement, who in order to perform his/her job is required to perform manual labor, or any employee who is required to wear a uniform.

31.3 Each Police Matron shall receive a lump sum payment of two hundred dollars (\$200) as a uniform allowance.

31.4 The City will issue safety boots to employees as required by OSHA. Boots will be replaced on a one (1) year cycle effective December 1, 2005.

V. HOLIDAYS AND LEAVES

ARTICLE 32 - HOLIDAYS

32.1 All members of the bargaining unit shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and any holidays officially proclaimed as such by the President of the United States of America, the Governor of the State of Connecticut, or by the Mayor of the City.

32.2 If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. Employees in seven (7) day operations will celebrate the holidays on the days they occur.

32.3 If any employee is required to work on a holiday, he/she shall be paid double time plus holiday pay.

32.4 Employees are required to work the day before a holiday and the day after a holiday, as defined in Section 32.1 in order to receive pay for the holiday, unless excused in advance on either day for reasons acceptable to the City. Such excusal shall not be unreasonably withheld. Any dispute arising hereunder shall be subject to the provisions of Article 21.

~~32.5 Any employee in seven (7) day operation who has been scheduled and has worked on nine (9) holidays, five of which must be the following: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in any contract year shall receive a premium payment of three (3) days pay, or if agreed to by the affected employee and his/her supervisor, three (3) days off, in the last pay period of the contract year.~~

ARTICLE 33 - VACATIONS

33.1 Vacations of employees covered by this contract shall be in accordance with the ordinances of the City, which are now in effect and which provide for such vacations, including pro-rated vacations for all part-time employees covered by this agreement.

33.2a Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered.

33.2b In each contract year any employee with one (1) or more years of continuous municipal service, but less than five (5) completed years of such service, shall receive two (2) weeks vacation with pay.

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33.2c In each contract year any employee with five (5) years or more of continuous municipal service, but less than ten (10) years of such service, shall receive three (3) weeks vacation with pay.

33.2d In each contract year any employee with ten (10) years or more of continuous municipal service, but less than twenty (20) years of service, shall receive four (4) weeks of vacation with pay.

33.2e In each contract year any employee with twenty (20) years or more of continuous municipal service shall receive five (5) weeks of vacation with pay.

33.3 Employees covered by this Agreement who receive two (2) or more weeks of vacation may exercise the option of carrying over from one vacation year to the next vacation year, one week of unused vacation time.

Any employee exercising this option is not eligible for advanced vacation payment for such week carried over.

33.4 Employees with three (3) weeks or more vacation in addition to the carry-over option set forth above, may elect to work one vacation week at their regular weekly compensation and to receive, in addition vacation pay for that week worked. An employee eligible for both carryover and pay out options may elect to take one or both options in any vacation year. Each employee must take at least one week actual vacation.

33.5 If any holiday under this agreement shall occur during vacation of any employee, the employee shall not be charged a vacation day in lieu thereof.

ARTICLE 34 - SICK LEAVE

34.1 For employees hired prior to July 1, 1992, sick leave shall be earned at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months of employment. For employees hired after July 1, 1992, sick leave shall be earned, at the rate of ten (10) days per year (.833 days for each calendar month of service). These days shall be granted five (5) days on July 1st and five (5) days on January 1st of each year. Work performed for less than these six (6) month periods shall render these amounts adjusted on a pro-rata basis.

34.2 All unused sick leave of any employee during continuous employment shall be accumulated to two hundred and thirty (230) days. Sick Leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

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A. A medical certificate, acceptable to the appointing authority will be required for any absence of three (3) or more consecutive working days.

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B. In order to be paid sick leave benefits an employee must call in one (1) hour prior to the start of his/her shift.

C. An employee who is absent without leave or without calling in for five (5) days or longer will be considered to have resigned from employment with the City.

34.3 Upon Retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated.

A. Effective July 1, 1994, the above stated credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave within fifteen (15) days of the retirement date. All accumulated sick leave as of July 1, 1994 shall, if unused upon retirement, be paid on a lump sum basis at one hundred percent (100%) of accumulated leave at the value of wages earned as of July 1, 1994.

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B. Upon the death of the employee, the amount of sick leave time accumulated pursuant to the provisions of Section 34.3 shall be payable to his/her beneficiary as designated under CMERF B.

34.4 The City shall be responsible for the administration of all provisions of this Article. An employee may request a report of his/her sick leave accumulation and use annually. Such request shall be submitted in writing with a copy to the Labor Relations Office. The City shall respond to the employee in writing within thirty (30) days.

ARTICLE 35 - PERSONAL LEAVE

Up to four (4) days personal leave with pay shall be granted to any employee on request for personal business in any contract year. Employee shall give not less than twenty four (24) hours advance notice of the proposed use of a personal day, except in an emergency. Such request will not be unreasonably denied. At the end of each contract year any unused personal leave shall be credited to the employee's sick leave account.

ARTICLE 36 - BEREAVEMENT

Each employee shall be granted leave with pay in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of burial, except that in no event

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shall such leave be more than three (3) days, commencing with the day of death. If there are unusual circumstances, the employee may request additional time off. For the purpose of this Article, the term "immediate family" shall mean and include the following: spouse, mother, father, mother-in-law, father-in-law, sister, brother, child, grandparents, grandchildren, step-parents and foster parents. In addition, such employee shall be granted leave with pay of one (1) day to attend to funeral or wake of an aunt, uncle, daughter-in-law and son-in-law.

ARTICLE 37 - LEAVES OF ABSENCE

37.1 The department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be approved in writing by the department head and the Director of Labor Relations.

Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time the leave was granted if the position is funded; provided that if the position no longer exists or is not funded, the returning employee is to be placed in a position which he/she has demonstrated that he/she can perform effectively while in City service and to which his/her seniority entitled him/her. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

37.2 Any employee who becomes medically disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the medical disability, the limitations to which that disability imposes upon her ability to continue with her normally assigned duties, and the probable duration of the disability.

37.2a Any employee so medically disabled shall be granted any benefits provided for short term disabilities (which, during the duration of this contract there are none) and paid sick leave to the extent accrued, provided that such leave shall be granted only for the duration of such pregnancy or pregnancy disability.

37.2b Any employee medically disabled as result of pregnancy and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

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37.2c Any employee previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her position when she is physically able to perform her duties. The City may require medical proof of any disability which it considers unduly long in duration.

ARTICLE 38 - FAMILY LEAVE AND MEDICAL LEAVE

As provided by the 1993 Federal Family and Medical Leave Act ("FMLA"), all eligible employees, pursuant to the City's FMLA Policy, shall be entitled to take up to twelve (12) weeks of unpaid, job-protected leave during any twelve (12) months period for specified family and medical reasons.

ARTICLE 39 - WORKER'S COMPENSATION

39.1 In the event that an employee is required to be absent from work due to a job related accident, and as a result thereof, has been determined to be entitled to compensatory Worker's Compensation payment pursuant to the State Statute, such employee shall be paid the difference between eighty percent (80%) of that employees regular straight time weekly earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases, and no differential payment shall be made in any such case.

39.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 34.2 of this Agreement.

39.3 Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation Managed Care Plan, as it may be modified from time to time, by the Plan Administrator with the approval of the Workers' Compensation Commission.

39.4 If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such discretion shall not be exercised in an arbitrary or capricious manner. Such work shall be within the restrictions outlined by the treating medical provider. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally no longer than three (3) months, and are designed to return the employee back to his/her regular work.

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39.5 Subject to the limitations provided in Section 37.1 of this Agreement, Workers Compensation leave will be granted to all employees deemed to have a compensable injury until such time as the employee reaches maximum medical improvement.

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ARTICLE 40 - JURY DUTY

For each of its employees who is summoned to serve on a jury in the Superior Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period, subject to the following provisions: Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein for required jury duty more often than once in a fiscal year.

VI. MISCELLANEOUS

ARTICLE 41 - NON-DISCRIMINATION

During the term of the Agreement, neither party shall discriminate against any employee because of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation political affiliation or union membership in a manner contrary to state or federal law. The Union agrees to fully cooperate with the City regarding its obligation under the Americans with Disabilities Act or its obligation under any other provision of law affecting this article. Use of the male or female gender in this Agreement is intended to apply equally to the other.

ARTICLE 42 - RESIDENCY

No employee is required to live in the City of Bridgeport as a condition of employment or continued employment. Such residency will not deprive the employee of any job promotion or benefits contained in this Agreement or any other entitlement.

ARTICLE 43 - SAVINGS CLAUSE

If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions.

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ARTICLE 44 - SUCCESSORS AND ASSIGNS

44.1 This Agreement and its provisions to the extent allowed by applicable law shall be binding upon the City, all the City's successors and assigns and upon Local 1522 and all the Local's successors and assigns.

44.2 Unless otherwise limited by the contract, the City agrees that it will not sell, lease, assign or transfer any part, division, sub-division, department or unit of the Local 1522 bargaining unit without the requirement that the buyer lease or assignee agrees in writing that it will retain all present employees and recognize Local 1522 as the collective bargaining representative. In order to ~~insure~~ensure compliance with this requirement the City agrees to allow Local 1522 to review all contracts entered into between the third party and the City.

44.3 This clause may be enforceable under the arbitration clause of this Agreement or the Municipal Employees Relations Act.

44.4 The City agrees that in addition to any and all other legal actions and causes available, specific performance of the obligations under the successors and assigns article shall be a remedy available to Local 1522 in the event of a violation. Said specific performance may be preceded by injunctive relief prohibiting the sale, lease assign, transfer, or relinquishment.

ARTICLE 45 - ZOO

In the event that employees at the zoo are required to enter a cage for any reason, the City will provide all animals with shift cages, with exception of the zoo elephants. Shift cages shall also be provided for the Animal Shelter.

ARTICLE 46 - TERMINATION

46.1 This Agreement shall be effective as of July 1, ~~2014~~2019 and shall remain in full force and effect until June 30, ~~2019~~2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred and fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

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ARTICLE 47 - COPIES OF THIS AGREEMENT

Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this

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Agreement at time of hire. Council #4 Office is to receive five (5) signed copies of this Agreement from the City.

ARTICLE 48 - CLERICAL ERRORS

AFSCME Local 1522 and the City of Bridgeport are entering into a Collective Bargaining Agreement covering the time frame of July 1, 2014 to June 30, 2019. The parties agree that for a variety of reasons the agreement will be executed in calendar year 2015. The parties further, The parties agree to fully cooperate and adjust the Collective Bargaining Agreement for any clerical errors contained within the agreement. It is the intention of the parties that if any clerical errors do occur that the City and AFSCME Local 1522 Council 4 will work to rectify any errors. (If the parties are unable to come to an agreement regarding any clerical error revisions, the parties agree to enter binding arbitration in accordance with procedures established in Article 21 of the Collective Bargaining Agreement.

Dated: _____, 2018 _____

Joseph P. Ganim, Mayor

Sherrie Weller,
President AFSCME Local 1522

~~Janene Hawkins~~ Eric Amado,
Director of Labor Relations

Paul Lavallee,
Staff. Rep., AFSCME Council 4

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APPENDIX A - LIST A

Entry level positions

The below listed positions shall be filled in accordance with established City hiring practices.

- Accounting Specialist
- Airport Attendant
- Assistant, Security
- Attendant Handicapped Children
- Clerical Assistant (10 months)
- Clerical Assistant (12 months)
- Custodial Assistant I
- General Chauffeur
- Golf Course Ranger
- Instructional Assistant
- Janitor/Janitress
- Locker Room Attendant
- Maintainer I Grade I
- Maintainer I Grade II
- Maintainer I Grade II
- Media Specialist
- Museum Caretaker
- Payroll Assistant
- Police Matron
- Reproduction Specialist
- Ticket Seller
- Zoo Attendant

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APPENDIX B - LIST B

Promotional opportunity positions. See Article 14.3 for posting requirements.

Academic Behavioral Support Facilitator	Messenger	← Formatted Table
Accounting Assistant	Ombudsperson	
Airport Serviceman I	Parking Attendant	
Airport Serviceman II	Parking Cashier	
Assistant Reading	Payroll Specialist	← Formatted Table
Attendance Intervention Liaison	Payroll Support Partner (35 Hrs.)	← Formatted: Font: 12 pt
Automotive Servicer	Payroll Support Partner (37.5)	← Formatted Table
Behavioral Specialist	Program Assistant	
Bilingual Program Assistant	Program Assistant	
Boat Captain	Reading Program Assistant	
Bookmobile Driver	Recreation Therapist	
C.I.E. Program Assistant	Sanitation Helper	
Caddie Master	Schools to Careers Program Assistant	← Formatted Table
Captain Golf Course Rangers	Secretarial Program Assistant	
Clerical Specialist (10 months)	Senior Zookeeper	
Clerical Specialist (12 months)	Sewage Plant	
Crane Operator	Sewage Plant Lubricator	
Custodial Assistant II	Sewage Treatment Plan Technician	← Formatted Table
Data Processing Specialist	Sewer Inspector	
Dispatcher	Spanish Speaking Social Worker	
Early Childhood Program Assistant	Special Education Assistant	
Elevator Operator	Special Education Van Drive	
Engineering Aide IV	Speech/Hearing Assistant	
Fleet Mechanic	Systems Support Coordinator	
Grants Support Partner	Technician	← Formatted Table
Greenhouseman I	Therapeutic Support Facilitator	
Greenhouseman II	Time Keeper	
Home School Coordinator	Transportation Specialist	
Incinerator Operator	Tree Climber I	
Instrument Technician Sewage Plant	Tree Climber II	
Insurance Coordinator	Warehouse Men	← Formatted Table
Kennel Person	Warehouseman/Truck Driver	
Library Program Assistant	Welder	← Formatted Table
Maintainer II	Young Parents Program Assistant	← Formatted Table
Maintainer III	Zoo Keeper	
Maintainer IV	PC Support Technician	
Maintainer V	PC Network Engineer	← Formatted Table
Math Program Assistant	Network Engineer	← Formatted: Tab stops: 6.19", Left

Computer Technician – Full Time

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MOU RE RED LINED EMPLOYEES

MEMORANDUM OF UNDERSTANDING
BETWEEN
AFSCME, LOCAL 1522
AND
CITY OF BRIDGEPORT

DATED: ~~July 6, 2018~~ December 15, 2020

This letter is being issued simultaneously with and as a supplement to the ~~2004-2008~~2019-2024 collective bargaining agreement between the City of Bridgeport and Local 1522, AFSCME Council #4, AFL-CIO (the "Contract"). Attached to this letter is a Schedule A listing the employees, positions, and the salary as of June 30, 1999 for employees in the under the Contract who are red-circled at a rate of pay different than that provided for under the Salary Schedules attached to the Contract as Appendix C. Pursuant to the Contract and previous agreements dated January 18, 1995 and December 7, 1998, the salaries for the employees listed in Schedule A attached hereto will be adjusted to reflect the across the board increases granted to other Union members as set forth in ~~Articles~~Article 22.1, 22.2, 22.3 and 22.4 of the Contract. The increases for employees on Schedule A attached hereto will have the same retroactive effect as those for other employees under the Contract. Any such increases will no longer apply once the listed employee no longer occupies the position in which the employee is red-circled, and the red-circled rate will not apply to any other employee not listed in Schedule A attached hereto.

~~FOR THE CITY~~ ~~FOR THE UNION~~

Janene Hawkins Paul R. Lavallee
Labor Relations Director AFSCME, Council 4

Sherrie Weller, President

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AFSCME, Local 1522

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FOR THE CITY

FOR THE UNION

Eric Amado
Labor Relations Director

Paul R. Lavallee
AFSCME, Council 4

Sherrie Weller, President
AFSCME, Local 1522

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Schedule A

LIST OF RED-LINED EMPLOYEES IN AFSCME, LOCAL 1522

BOARD OF EDUCATION

EMPLOYEE	TITLE	SALARY AS OF 06/30/99
Lee B. Taylor, Jr.	Janitress	\$23,515.00
Gloria Isaac	Janitress	\$23,515.00
Maria Vincente	Janitress	\$23,515.00
Erma M. Hopkins	Janitress	\$23,515.00

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APPENDIX C—WAGES

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APPENDIX D — MEDICAL BENEFITS

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Item# 23-20

Program Year 47 Annual Action Plan:
Community Development Block Grant (CDBG)
Homeless Emergency Solution Grant (HESG)
HOME Investment Partnership Program
Housing Opportunities for Persons with AIDS (HOPWA)



Report
of
Committee
on

Special Committee on CDBG

City Council Meeting Date: April 19, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Gorman*
Joseph P. Gorman, Mayor

Date Signed: 5/6/21

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 23-20

**PROGRAM YEAR 47 ANNUAL ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM
HOME INVESTMENT PARTNERSHIP PROGRAM
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
AMENDED RESOLUTION**

WHEREAS, the City of Bridgeport, Connecticut (the "City") is required to prepare and submit to the U.S. Department of Housing and Urban Development ("HUD") an Annual Action Plan which presents a vision statement of guidance, "to develop viable urban neighborhoods through comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate-income persons"; and

WHEREAS, the City of Bridgeport will develop a Program Year 47 ("PY 47") Annual Action Plan and anticipates the following allocation of federal funds from the U.S. Department of Housing & Urban Development for FY 2021-2022:

Community Development Block Grant Program	\$ 3,431,248.00
Homeless Emergency Solutions Grant Program	\$ 291,358.00
HOME	\$ 1,288,848.00
HOPWA	\$ 975,223.00

WHEREAS, two virtual joint public hearings were held, by the Citizen's Union and the Special Committee on Community Development Block Grant (CDBG) of the City Council on March 16th and 18th, 2021. The Citizen's Union deliberated and voted on March 23, 2021. The Special Committee on CDBG deliberated and voted on March 24, 2021. The Special Committee recommendations will be posted for a 15-day public comment period on March 26, 2021 prior to being submitted for full council consideration. That public comment period will end on April 12, 2021, at noon. The final Annual Action Plan and Resolution is expected to be presented to the full City Council on April 19, 2021; and

WHEREAS, the Bridgeport City Council will vote to accept the PY47 Annual Action Plan, when submitted, as part of the City's Five Year 2020-2024 Consolidated Housing and Community Development Plan in order for the City to apply for, and receive funds under the following four formula grant programs: Community Development Block Grant ("CDBG") Program; HOME Investment Partnerships ("HOME") Program; the Homeless Emergency Solutions Grant ("HESG") Program and the Housing Opportunities for Persons with AIDS ("HOPWA") Program; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Special Committee on CDBG
Item No. 23-20

-2-

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of Bridgeport, and/or his designees, the Director or the Deputy Director of the Office of Planning and Economic Development, is/are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Development Block Grant Program, Homeless Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with AIDS Program.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
SPECIAL COMMITTEE ON CDBG PROGRAM

Jeanette Herron, *Co-Chair*

Maria Valle, *Co-Chair*

Jorge Cruz

Samia S. Suliman

Avelino Silva

Eneida Martinez

Rosalina Roman-Christy

"As Amended from the floor on April 19, 2021 to amend allocations in the PY47 final council approval column as follows:

COB: Mayor's Conservation Corps was reduced by \$5,000 and Access Educational was increased by \$5,000"

City Council Date: April 19, 2021

CDBG, HESSG, HOPWA and HOME

	Agency Name	PY 47 Request	PY47 Citizen Union Recommendations	PY47 CDBG Special Committee Recommendations	PY47 Final Council Approval
	CDBG				
1	Newfield Little League Baseball - Newfield Park Youth Baseball	\$10,000.00	\$0.00	\$5,000.00	\$5,000.00
2	Children in Placement - Guardian ad Litem Program	\$30,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4	Liberations Program - Community Recovery Coach	\$32,033.50	\$10,000.00	\$10,000.00	\$10,000.00
5	Klein Memorial Auditorium Foundation - Klein Theatre Arts	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
6	Ortiz Boxing Gym Inc, LLC.	\$75,000.00	\$30,000.00	\$35,000.00	\$35,000.00
8	COB Dept. of Public Facilities - Mayor Conservation Corp.	\$60,000.00	\$0.00	\$55,000.00	\$50,000.00
9	Downtown Cabaret Theatre	\$57,600.00	\$25,000.00	\$20,000.00	\$20,000.00
13	Applied Behavioral Rehabilitation Institute, Inc. - Home for the Brave House Monitors	\$37,440.00	\$25,000.00	\$25,000.00	\$25,000.00
15	McGivney Community Center - After School Program	\$30,000.00	\$16,040.80	\$15,000.00	\$15,000.00
17	The Hoops and Dreams Foundation Inc.	\$15,000.00	\$0.00	\$10,000.00	\$10,000.00
18	The Boys Club & Girls Club of Bridgeport, Inc. - Project Learn - Withdrawn	\$116,302.00	\$0.00	\$0.00	\$0.00
21	The Boys Club & Girls Club of Bridgeport, Inc. - Project Learn	\$116,302.00	\$0.00	\$0.00	\$0.00
22	Bernard Buddy Jordan Foundation - Brothers Table Community Circle	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
23	United Way of Coastal Fairfield County - PT Partners' Resident Emergency Fund - The Sunshine Club	\$32,798.40	\$32,798.40	\$15,000.00	\$15,000.00
24	Career Resources, Inc. - Strive Bridgeport Women's Re-entry Program	\$20,000.00	\$0.00	\$0.00	\$0.00
25	The Color a Positive Thought Organization - CAPT Leadership Program	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
26	Bridgeport Caribe Youth Leaders - Developing Tomorrow's Leaders	\$40,000.00	\$25,000.00	\$35,000.00	\$35,000.00
28	Cardinal Shehan Center - Counselor in Training (CIT) Job Readiness Program	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00
31	Alliance for Community Empowerment - Basic Skills for Everyday Living	\$49,500.00	\$10,000.00	\$7,437.20	\$7,437.20
32	The Council of Churches of Greater Bridgeport - CREATE Culinary Careers Training Program Expansion	\$25,000.00	\$10,000.00	\$10,000.00	\$10,000.00
33	Today's Students Tomorrow's Teachers - TSTT - Reimagined	\$40,000.00	\$0.00	\$0.00	\$0.00

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CDBG, HESG, HOPWA and HOME

	Agency Name	PY 47 Request	PY47 Citizen Union Recommendations	PY47 CDBG Special Committee Recommendations	PY47 Final Council Approval
35	The Center for Family Justice, Inc. - Pro Bono Legal Center for Victims of Domestic Violence in Bridgeport	\$96,430.00	\$50,000.00	\$10,000.00	\$10,000.00
36	Bridgeport Fire Department - Fire Safe Seniors Program	\$26,218.00	\$0.00	\$0.00	\$0.00
37	Hall Neighborhood House - HNH Early Learning Center Technology	\$15,400.00	\$15,400.00	\$10,000.00	\$10,000.00
38	Hall Neighborhood House - Senior Center Appliances - Ineligible	\$2,239.05	\$0.00	\$0.00	\$0.00
39	Hall Neighborhood House - Youth Program Technology - Learning Any Where Any Time	\$7,700.00	\$7,700.00	\$7,700.00	\$7,700.00
43	Bridgeport Neighborhood Trust, Inc., doing Business as Building Neighborhoods Together - Rental Assistance Capacity Building Program	\$50,000.00	\$43,198.00	\$35,000.00	\$35,000.00
45	Central Connecticut Coast YMCA - Bridgeport Y-Ralphola Taylor Community Center	\$35,000.00	\$5,000.00	\$0.00	\$0.00
46	Groundworks Bridgeport, Inc. - Urban Fellows	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
47	City of Bridgeport Youth Services/Lighthouse - YSB Match	\$50,000.00	\$0.00	\$50,000.00	\$50,000.00
50	Green Village Initiative - Beautifying neighborhoods and engaging public school students in gardening.	\$21,450.00	\$15,000.00	\$10,000.00	\$10,000.00
51	Bridgeport Community Land Trust - Bridgeport Community Gardens	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00
52	Green Village Initiative - Beautifying neighborhoods while providing fresh food and safe socialization.	\$4,550.00	\$4,550.00	\$4,550.00	\$4,550.00
53	Full Circle Youth Empowerment - Renew the Neighborhood and the Hood Program	\$20,000.00	\$0.00	\$0.00	\$0.00
54	ACCESS Educational Services, Inc. - ACCESS STEM Programs	\$20,000.00	\$20,000.00	\$15,000.00	\$20,000.00
56	Bridgeport Youth Lacrosse Inc. - Sports for Peace	\$62,694.00	\$20,000.00	\$25,000.00	\$25,000.00
57	The Village Initiative Project, Inc. - V.I.P. College Tours	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00
	Public Service Total Requests	\$1,358,656.95		-	-
	Total Public Service Funds are capped at 15% of total CDBG allocation	\$514,687.20	\$514,687.20	\$514,687.20	\$514,687.20
	CDBG - Public Facilities				
7	Continuum of Care Inc. - Crisis Center Vestibule Renovation	\$25,000.00	\$25,000.00	\$0.00	\$0.00

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CDBG, HESG, HOPWA and HOME

	Agency Name	PY 47 Request	PY47 Citizen Union Recommendations	PY47 CDBG Special Committee Recommendations	PY47 Final Council Approval
10	Hall Neighborhood House - HNH Lower Level Renovation	\$589,266.00	\$590,000.00	\$547,281.07	\$547,281.07
12	Wakeman Boys & Girls Club - Madison Avenue Generator Project	\$447,000.00	\$447,000.00	\$405,015.07	\$405,015.07
14	McGivney Community Center - Facility Upgrade	\$477,819.00	\$0.00	\$358,015.06	\$358,015.06
20	The Boys Club & Girls Club of Bridgeport, Inc. - Building Renovations - Incomplete Application	\$950,000.00	\$0.00	\$0.00	\$0.00
27	Cardinal Shehan Center - Facility Upgrade	\$300,000.00	\$231,311.20	\$100,000.00	\$100,000.00
29	New Reach, Inc. - Capital Request	\$32,000.00	\$32,000.00	\$0.00	\$0.00
30	Alliance for Community Empowerment - Public Facilities and Infrastructure Improvements Rehabilitation and Preservation	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
40	Bridgeport Hope School, Inc. - Bathroom Renovations	\$45,000.00	\$0.00	\$0.00	\$0.00
41	Bridgeport Downtown Special Services District - Colorful Bridgeport Downtown Open Space Beautification	\$30,000.00	\$30,000.00	\$0.00	\$0.00
44	St. Mark's Day-Care Center, Inc. - Incomplete Application	\$43,675.00	\$0.00	\$0.00	\$0.00
48	Chemical Abuse Services Agency, Inc. - CASA Recovery House Bathroom Renovations	\$160,595.00	\$150,000.00	\$100,000.00	\$100,000.00
55	Bridgeport Community Land Trust - Bridgeport Community Gardens	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
	Public Facilities Total Requests	\$3,420,355.00	-	-	-
	Public Facilities Funds Awarded		\$1,825,311.20	\$1,825,311.20	\$1,825,311.20
	CDBG - Housing				
11	Columbus Commons Condominium - Siding & Windows Project	\$200,000.00	\$0.00	\$0.00	\$0.00
16	Bridgeport Fire Department - Free Smoke Alarm Program	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00
34	Third Stone Ridge Cooperative, Inc. - Boiler Replacement Project	\$168,000.00	\$0.00	\$0.00	\$0.00
42	City of Bridgeport: Health Department - Bridgeport Lead Hazard Control CDBG Match	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
	City of Bridgeport: OPED/HCD Homeowner Rehab	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
	City of Bridgeport: OPED/HCD Housing Delivery Cost	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00
	Housing Total Requests	\$ 768,000.00	-	-	-

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CDBG, HESG, HOPWA and HOME

Agency Name	PY 47 Request	PY47 Citizen Union Recommendations	PY47 CDBG Special Committee Recommendations	PY47 Final Council Approval
Housing Funds Awarded		\$375,000.00	\$385,000.00	\$385,000.00
CDBG - Economic Development				
3 East End NRZ Market LLC. - Eastend NRZ Market Container Farm	\$100,000.00	\$0.00	\$0.00	\$0.00
19 Bridgeport Arts + Cultural Council - Project Main Street	\$95,000.00	\$30,000.00	\$20,000.00	\$20,000.00
49 Work Around Studio LLC. - Work Around Kitchen: Local Talent	\$60,000.00	\$0.00	\$0.00	\$0.00
Economic Development Total Requests	\$255,000.00			
Total Economic Development Funds Awarded		\$30,000.00	\$20,000.00	\$20,000.00
Total Public Facilities/Housing/Econ. Development Requested	\$4,443,355.00			
Total Public Facilities/Housing/Econ. Development Available for Allocation		\$2,230,311.20	\$2,230,311.20	\$2,230,311.20
**Total Reprogramming Amount Available for PF/Housing (estimate)				
Section 108 - pending final payment acknowledgement				
CDBG - Planning/Administration				
Administration	\$686,249.60	\$686,249.60	\$686,249.60	\$686,249.60
Total Admin Funds Awarded		\$686,249.60	\$686,249.60	\$686,249.60
Total CDBG Funding Awarded				
Total CDBG ADMIN		\$686,249.60	\$686,249.60	\$686,249.60
To Be Awarded		\$2,744,998.40	\$2,744,998.40	\$2,744,998.40
Total CDBG Allocation		\$3,431,248.00	\$3,431,248.00	\$3,431,248.00
HESG - Emergency Solutions Grant				
Street Outreach				
Total Street Outreach Awarded	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Shelter				

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CDBG, HESG, HOPWA and HOME

Agency Name	PY 47 Request	PY47 Citizen Union Recommendations	PY47 CDBG Special Committee Recommendations	PY47 Final Council Approval
Central Connecticut Coast YMCA - Alpha Community Services YMCA - Families in Transition	\$75,000.00	\$50,000.00	\$40,000.00	\$40,000.00
Total Emergency Shelter Awarded	\$75,000.00	\$50,000.00	\$40,000.00	\$40,000.00
HMIS				
CT Coalition	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total HMIS Awarded	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Homeless Prevention				
Alliance for Community Empowerment - Emergency Utility Assistance	\$50,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Alliance for Community Empowerment - Homelessness Prevention/Emergency Rental Assistance	\$50,000.00	\$45,000.00	\$45,000.00	\$45,000.00
New Reach, Inc. - Stable Families Program	\$35,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Supportive Housing Works - Bridgeport Homelessness Prevention Fund	\$65,000.00	\$30,000.00	\$30,000.00	\$30,000.00
City of Bridgeport Department of Health and Social Services - Emergency Solution Grant	\$70,000.00	\$51,358.00	\$51,358.00	\$51,358.00
Total Homeless Prevention Awarded	\$270,000.00	\$166,358.00	\$166,358.00	\$166,358.00
Rapid Rehousing				
Supportive Housing Works - Rapid Rehousing Program	\$100,000.00	\$50,000.00	\$38,148.15	\$38,148.15
Total Rapid Rehousing/Awarded	\$100,000.00	\$50,000.00	\$38,148.15	\$38,148.15
Total HP/RR Requests Received	\$370,000.00			
HP/RR Available (35% of total after admin)	\$0.00			
Total HESG Awarded	\$470,000.00	\$291,358.00	\$269,506.15	\$269,506.15
Administrative (7.5% a of allocation)	\$21,851.85		\$21,851.85	\$21,851.85
Total HESG Funding/Allocation		\$291,358.00	\$291,358.00	\$291,358.00
HOPWA - Housing Opportunities for People With HIV/AIDS				
Mid Fairfield AIDS Project, Inc.	\$194,140.00	\$175,123.88	\$175,123.88	\$175,123.88

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CDBG, HESG, HOPWA and HOME

Agency Name	PY 47 Request	PY47 Citizen Union Recommendations	PY47 CDBG Special Committee Recommendations	PY47 Final Council Approval
Apex Community Care Housing	\$255,883.00	\$167,819.88	\$167,819.88	\$167,819.88
Chemical Abuse Services Agency - CASA Noble House	\$241,139.00	\$185,123.88	\$185,123.88	\$185,123.88
Catholic Charities of Fairfield County	\$170,000.00	\$125,123.88	\$125,123.88	\$125,123.88
Inspirica Inc., McKinney Stamford	\$210,831.00	\$145,123.88	\$145,123.88	\$145,123.88
Recovery Network of Programs, Inc. - Prospect House Scattered Site Housing (PHSS)	\$175,492.17	\$147,650.91	\$147,650.91	\$147,650.91
Total HOPWA Awarded	\$1,247,485.17	\$945,966.31	\$945,966.31	\$945,966.31
Administrative (3% a of allocation)	\$29,256.69	\$29,256.69	\$29,256.69	\$29,256.69
Total HOPWA Funding Allocation		\$975,223.00	\$975,223.00	\$975,223.00
HOME Program	-			
Administration (10% of allocation)	\$128,884.80	\$128,884.80	\$128,884.80	\$128,884.80
Total Available for Affordable Housing Development	-	\$1,159,963.20	\$1,159,963.20	\$1,159,963.20
HOME Program Funding Allocation		\$1,288,848.00	\$1,288,848.00	\$1,288,848.00

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Comm. #60-20 (Ref. #119-13) Ref'd to Contracts Committee on 04/19/2021 (Off The Floor)

Mark T. Anastasi, Esq.
25 Sullivan Place
Bridgeport, CT 06610

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(203) 371-0383
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City of Bridgeport Contacts
(203) 673-7218
mark.anastasi@bridgeportct.gov

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ATTEST
CITY CLERK

April 19, 2021

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

**Re: Proposed First Amendment to the Memorandum of Understanding and License Agreement Between Sacred Heart University, Inc. and the City of Bridgeport, Connecticut and its Board of Parks Commissioners entered into on or about August 2014
FOR REFERRAL TO CONTRACTS COMMITTEE**

Dear Honorable City Council Members:

On behalf of the Board of Park Commissioners and the Office of Public Facilities, I hereby respectfully submit the above-referenced document FOR REFERRAL TO THE CONTRACTS COMMITTEE at the City Council's April 19, 2021 Regular monthly meeting.

BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:

a. Submission Title

First Amendment to the Memorandum of Understanding and License Agreement ("Agreement") Between Sacred Heart University, Inc. ("SHU") and the City of Bridgeport ("City"), Connecticut and its Board of Parks Commissioners ("Board") entered into on or about August 2014

b. Submitting Entity

Office of the City Attorney - on behalf of the Board of Parks Commissioners and the Office of Public Facilities.

c. Contact Person

Mark T. Anastasi, Esq.

Contact via cellphone: (203) 673-7218; text or email: Mark.Anastasi@bridgeportct.gov

d. Approval Deadline

May 3, 2021 - in order to accommodate installation for the current college baseball season.

Kindly note that the Contracts Committee does not holds its next Regular monthly meeting until after May 3rd; and therefore, the Committee Co-Chairs will be requested to schedule a Special meeting to hear this matter either prior to May 3rd or that same evening prior to the full City Council meeting, whichever is more convenient, particularly during the budget adoption cycle.

e. Matter Summary

SHU has requested, and the City's Board of Park Commissioners has approved (subject to City Council approval) the construction and/or installation of a scoreboard at Perry Pilotti Field (Diamond #1) will be at SHU's sole cost and expense; and SHU shall be responsible for any and all costs and expenses associated with the operation, maintenance and repair of such scoreboard, including but not limited to the provision and consumption of electricity and other utility services, which shall be billed directly to, and paid by, SHU.

The Board approved the matter at its March 2021 meeting, subject to City Council approval.

f. City Council Action Requested

Approval of the proposed First Amendment to the Agreement with SHU via adoption of the below proposed Motion (see subsection "i").

g. Financial Impact Analysis

There will be no cost to the City as a result of this First Amendment, since the construction and/or installation of the scoreboard will be at SHU's sole cost and expense; and SHU shall be responsible for any and all costs and expenses associated with the operation, maintenance and repair of such scoreboard, including but not limited to the provision and consumption of electricity and other utility services, which shall be billed directly to, and paid by, SHU.

The positive financial impact upon the City from this First Amendment will be that SHU shall be responsible for any and all claims and lawsuits arising from, or related to, its construction, maintenance, repair and/or use of the Diamond; and shall indemnify and hold the City harmless from any such claims and lawsuits; and provide reasonable insurance coverage and shall name the City and its Board of Parks Commissioners as additional insured by certificate and policy

endorsement to the extent of its obligations under this Agreement and provide proof thereof. The City shall be responsible only for any other claims; and is self-insured for such purposes.

h. Funding Budget-Line

Not Relevant – see subsection “g”.

i. Proposed Motion

“NOW THEREFORE BE IT RESOLVED that the Mayor or the Director of Public Facilities is authorized and empowered to finalize and execute the attached proposed First Amendment to the Memorandum of Understanding and License Agreement (“Agreement”) Between Sacred Heart University, Inc. (“SHU”) and the City of Bridgeport (“City”), Connecticut and its Board of Parks Commissioners (“Board”) entered into on or about August 2014 materially and in final form satisfactory to the Director of Public Facilities and the City Attorney.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi, Esq.

Cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Janene Hawkins, CAO
Daniel Shamas, Chief of Staff
Craig Nadrizney, Dir. Public Facilities
Ellen Geritty, Parks Dept.
Steve Hladun, Parks Dept.
Angel DePara, Parks Dept.
Thomas Gill, OPED Dir.
R. Christopher Meyer, City Attorney

FIRST AMENDMENT

MEMORANDUM OF UNDERSTANDING and LICENSE AGREEMENT

BETWEEN

**SACRED HEART UNIVERSITY, INC. AND
THE CITY OF BRIDGEPORT, CONNECTICUT**

AND ITS

BOARD OF PARKS COMMISSIONERS

(“Agreement”)

The Agreement entered between the parties entered on or about August 2014
is hereby amended as follows:

AMEND Section 3. SHU Contribution to Improvements.

By adding at the conclusion:

SHU is authorized and permitted to construct and/or install, at its sole cost and expense, a scoreboard on, or at, the Diamond of a design and form consistent with the site and as approved by the City's Director of Public Facilities in the exercise of his business judgment and reasonable discretion. Any other provision(s) of this Agreement as amended notwithstanding, SHU shall be responsible for any and all costs and expenses associated with the operation, maintenance and repair of such scoreboard, including but not limited to the provision and consumption of electricity and other utility services, which shall be billed directly to, and paid by, SHU.

NEW Section 9. Liability and Insurance.

- (a) SHU shall be responsible for any and all claims and lawsuits arising from, or related to, its construction, maintenance, repair and/or use of the Diamond; and shall indemnify and hold the City harmless from any such claims and lawsuits; and provide reasonable insurance coverage and shall name the City and its Board of Parks Commissioners as additional insured by certificate and policy endorsement to the extent of its obligations under this Agreement and provide proof thereof.

- (b) City shall be responsible for any other claims; and is self-insured for such purposes.

This Agreement has been drafted mutually by the parties and shall not be construed as against either party as having been the sole or principal drafter hereof.

This Agreement requires approval of the City Council and the Board of Parks Commissioners; and shall become effective upon delivery of a fully-executed original to SHU.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the _____ day of _____, 2021.

CITY OF BRIDGEPORT

By: _____
Name: Joseph P. Ganim
Title: Mayor
Duly Authorized

SACRED HEART UNIVERSITY

By: _____
Name:
Title: President
Duly Authorized

BOARD OF PARKS COMMISSIONERS

By: _____
Name:
Title: President
Duly Authorized