

AGENDA
CITY COUNCIL MEETING
MONDAY, MAY 3, 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

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 22, 2021 (Special Meeting)

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

- 66-20** Request from OPED to Order a Public Hearing for May 17, 2021 at 7:00 p.m. re: Proposed Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 61-20** Communication from Tax Collector re: Refund of Excess Payments – Home Depot USA, Inc., referred to Miscellaneous Matters Committee.
- 62-20** Communication from Tax Collector re: Refund of Excess Payments – Penske Leasing and Rental Co., referred to Miscellaneous Matters Committee.
- 63-20** Communication from Tax Collector re: Refund of Excess Payments – Primrose Companies, Inc., referred to Miscellaneous Matters Committee.
- 64-20** Communication from Tax Collector re: Refund of Excess Payments – People’s United Bank, referred to Miscellaneous Matters Committee.
- 65-20** Communication from Tax Collector re: Refund of Excess Payments – Seaview Bridgeport II, LLC., referred to Miscellaneous Matters Committee.
- 66-20** Communication from OPED re: Proposed Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications, referred to Economic Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *108-19** Ordinance Committee Report re: Resolution requesting the City Attorney to draft amendments to the Municipal Code of Ordinances to Reduce Auto Theft and Break-Ins, **DENIED.**
- *49-20** Miscellaneous Matters Committee Report re: Appointment of Marcie J. Patton, Ph.D. (D) to the Public Library Board of Directors and Reading Room.
- *55-20** Miscellaneous Matters Committee Report re: Appointment of Rachel Rockwell (D) to the Historic District Commission as an alternate.
- *56-20** Miscellaneous Matters Committee Report re: Appointment of LaShea Hall (D) to the Civil Service Commission.
- *46-20** Joint Committee on Economic and Community Development and Environment and Contracts Report re: 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.

MATTERS TO BE ACTED UPON:

- 126-19** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of a Tax Incentive Development Agreement for 515 West Avenue).
- 127-19** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Tax Incentive Development Agreement for 515 West Avenue.

(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; 2021-05-03 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 3, 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 Spending.
Maria Pereira 206 Bradley Street Bridgeport, CT 06610	Municipal Budget.
Jessica Ortiz-Michaca 98 Emerald Street Bridgeport, CT 06610	Municipal Budget.
Helen Olga Losak 304 Bradley Street Bridgeport, CT 06610	City of Bridgeport Budget.

CITY COUNCIL MEETING

PUBLIC SPEAKING FORUM

MONDAY, MAY 3, 2021

6:30 P.M.

This meeting was conducted by Zoom/Teleconference.

CALL TO ORDER

Council Member Brown called the Public Speaking portion of the meeting to order at 6:34 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

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 CITY CLERKS OFFICE
 21 MAY 12 AM 11:25
 ATTEST
 CITY CLERK

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

Council President Nieves announced that there was a 3 minute time limit for each speaker.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 3, 2021 AT 6:30 P.M.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Spending.

Mr. Lee then read the following statement into the record.

Good evening Council members. Thank you to those of you who have attempted to get your minds around the major issues swirling in Bridgeport...corrupted Police and Personnel Department leaders ready for sentences to be carried out as consequences to pleadings in face of Federal investigations.....unsettled and court contested leadership of the Police Department when Mayoral appointment fails to follow City format.....COVID responses not uniform, but where is Health Department leadership?.....Federal and State funds larger than usual but how do they fit with what local taxpayers face this year in an efficient and effective manner (explained in detail by management?).....comments from some elected by City taxpayers that not all City employees are either qualified as to task, trained to improve, reviewed regularly by supervisors, or otherwise held responsible for their duties, or their hours, yet continue to receive health and retirement benefits above market rate.....And the City claims that PD budget increases are necessary while BOE starves relatively speaking, and City Hall includes "educational cost sharing" payments from the State of CT as "local taxpayer" funding when making erroneous comparisons.....and Finance continues to budget Revenues in recent years for IN=Plant printing from sources outside City Hall to \$10,000 reducing over several years to \$500 in the current 20-21 year but enters only 000,s where dollars belong. Where does such funding flow daily or weekly? Appear in Council reviewed data available to taxpayers? And why does Finance also continues to ignore reporting some \$800,000 of parent funding for Lighthouse annually or in the monthly revenue reports you receive, while the long time Youth Services Director tells the State of Connecticut about that funding in her reports to them? Perhaps a zero-based budget approach to review of a City Table of Organization will hold an answer to why a City restaurateur active in local politics is the last word in employment appointments where quality of experience and integrity is less important than interest in political support? Questions are raised regularly. Answers for these are ever in short supply. Whom do you trust? What happens when leaders decline to lead, but still make decisions in their darkness, according to no statement of priorities? And School Capital projects with significant State funding change direction and cost at the last moment, in the face of significant climate change challenges, with no details provided and multiple interest conflicts at risk? Time will tell.

Maria Pereira

Municipal Budget.

206 Bradley Street
Bridgeport, CT 06610

It appears the City Council is going to approve a number for the \$500 million dollar municipal budget, an \$18 million dollar capital plan and approve a new mill rate for the real estate and motor vehicle tax without it even being on tonight's agenda. We were just emailed all these documents two hours ago and it seems to appear that there will be an attempt to just throw it onto the agenda without any notice to the people we were elected to serve.

In addition, I want to address Council Members Burns and Newton. We have this thing called the City Council Rules, you know, the rules you and the vast majority of the City Council has voted to approve. I've never voted for them, yet I do my very best to adhere to them with fidelity. [Inaudible] when I raised my hand during a B&A meeting and was not recognized and told I could not speak, which I am sure you are aware are a violation of the City Council Rules you

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voted to approve. You don't have to like me, but I am your colleague and I was elected overwhelming to represent my district.

In addition, you're both well aware that the City Council Rules specifically state that Police, Fire and the EOC budgets are required to go to the Public Safety Committee and then they give recommendations to the B&A Committee. Council Member Newton announced at one of the meetings that it was going to be referred to the Public Safety. That never happened. That's a violation of the City Council Rules all of you voted for. The Mayor, this administration, the vast majority of the City Council are just lawless. This Council passes ordinances that are binding on those who serve and represent but fail to follow its own ordinances, City Council Rules and State statutes. And the problem inherently lies in the thirteen of the twenty members of the City Council and seven members of this Council either work for the City or work for the Board of Ed or have immediate family members who do. And those are major conflicts.

And last, let me say, that thirteen of the twenty members of the City Council are minority, which is just about a super majority and veto proof. Yet, year after year, our over 19,000 students, which are 48% Hispanic and 38% black have their schools and their futures shortchanged by the Mayor and this City Council who believe that's okay, including the fifteen members who are minorities and should be fighting for our Hispanic and African American students.

I just wanted to state that all on the record because I'm not voting for this budget in any way, shape or form. And so, that's all I have to say. Thank you.

Jessica Ortiz-Michaca

98 Emerald Street
Bridgeport, CT 06610

Municipal Budget.

Ms. Ortiz-Michaca spoke about the impact of the Educational Budget. She said that she is a current resident of Bridgeport but was born and raised in Westchester County and received a great education. Her children attended the Bridgeport public schools where the teachers applied privately for grants for resources for their students. This is beyond just a job. They invest in the future. She said she was grateful for the past educators that her children had, but once decisions needed to be made for high school the options were unacceptable in terms of providing the type of education she wished to have for them. The Bridgeport public high schools did not offer the educational standards or safety that met her visions and hopes for the future. She was able to navigate the private school system with the help of friends and learned about the resources that were provided by gracious donors. Those donors made up for the gaps in the educational system. Her children were able to attend Fairfield Prep and St. Joseph's Prep, but when they entered they lacked the academic preparation and skills needed to compete with their suburban counterparts. It took almost a year of extra help, before and after school, along with summer programs to compensate for the disparities. They did not even have the basic skill required for note taking or study skills.

Ms. Ortiz-Michaca said that she had to take out a second mortgage to cover the cost of these basic educational resources which her tax dollars should have paid for. The Council are the ones who talk about Police reform and educational gaps, service to black and brown children and social reform along with justice for the community. Now is the time to put their words into

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action. While she believes in adequately funding the Police Department, but the funding of the Police Department is a major social issue. Reallocating the funding is critical. She asked what the reallocation of the Police funding do to educate the children, invest in the future and support the educators. This is the question she had for each of the elected officials. Thank you.

Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610

City of Bridgeport Budget.

Ms. Losak said she resides in the 138th District. She said as an educator, she knows the value of a good education including better jobs, better careers and fewer incarcerations. She looks at Trumbull, Stratford, Westport and Fairfield that value and invest in their educational system. This revised budget does not provide a \$2 million dollar increase for the public schools. It only provides \$1.5 million because \$500,000 is funneled to the Bridgeport Board of Education will come from the Lighthouse Program. The budget is funding staff with outrageous salary increases. Some of the union contracts specify a 2% increase however, with this budget, some will get a 6% increase.

The Bridgeport Police Department has 66 vacancies and they are being given \$107,000 for vacancies. There was a 1953 Bridgeport Post article stating there was no money for schools in the budget. Please stop shortchanging the Bridgeport Public Schools, their teachers and the over 19,000 students that attend our schools. Thank you.

ADJOURNMENT

Council Member Brown adjourned the public speaking at 6:49p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, MAY 3, 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 7:00 p.m.

PRAYER

Mayor Ganim asked Council Member Brantley to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

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

There was a request made for a moment of silence in memory of Pablo deJesus Colon who passed away recently.

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: Encida Martinez, Ernest Newton

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

MINUTES FOR APPROVAL:

• March 22, 2021 (Special Meeting)

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City Council Meeting
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May 3, 2021

**** COUNCIL MEMBER BROWN MOVED THE CITY COUNCIL MINUTES OF THE MARCH 22, 2021 SPECIAL MEETING.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES OF THE MARCH 22, 2021 AS SUBMITTED PASSED UNANIMOUSLY.**

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

66-20 Request from OPED to Order a Public Hearing for May 17, 2021 at 7:00 p.m. re: Proposed Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications.

**** COUNCIL MEMBER MARTINEZ MOVED THE ITEM.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 66-20 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR MAY 17, 2021 AT 7:00 P.M. RE: PROPOSED RESOLUTION APPROVING PROGRAMS FOR CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM APPLICATIONS PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

61-20 Communication from Tax Collector re: Refund of Excess Payments – Home Depot USA, Inc., referred to Miscellaneous Matters Committee.

62-20 Communication from Tax Collector re: Refund of Excess Payments – Penske Leasing and Rental Co., referred to Miscellaneous Matters Committee.

63-20 Communication from Tax Collector re: Refund of Excess Payments – Primrose Companies, Inc., referred to Miscellaneous Matters Committee.

64-20 Communication from Tax Collector re: Refund of Excess Payments – People’s United Bank, referred to Miscellaneous Matters Committee.

65-20 Communication from Tax Collector re: Refund of Excess Payments – Seaview Bridgeport II, LLC., referred to Miscellaneous Matters Committee.

66-20 Communication from OPED re: Proposed Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications, referred to Economic Community Development and Environment Committee.

**** COUNCIL MEMBER MARTINEZ MOVED TO REFER THE FOLLOWING ITEMS TO THEIR APPROPRIATE COMMITTEES:**

61-20 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – HOME DEPOT USA, INC., REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

62-20 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – PENSKE LEASING AND RENTAL CO., REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

63-20 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – PRIMROSE COMPANIES, INC., REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

64-20 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – PEOPLE’S UNITED BANK, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

65-20 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – SEAVIEW BRIDGEPORT II, LLC., REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

66-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION APPROVING PROGRAMS FOR CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM APPLICATIONS, REFERRED TO ECONOMIC COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***108-19 Ordinance Committee Report re: Resolution requesting the City Attorney to draft amendments to the Municipal Code of Ordinances to Reduce Auto Theft and Break-Ins, DENIED.**

***49-20 Miscellaneous Matters Committee Report re: Appointment of Marcie J. Patton, Ph.D. (D) to the Public Library Board of Directors and Reading Room.**

***55-20 Miscellaneous Matters Committee Report re: Appointment of Rachel Rockwell (D) to the Historic District Commission as an alternate.**

***56-20 Miscellaneous Matters Committee Report re: Appointment of LaShea Hall (D) to the Civil Service Commission.**

***46-20 Joint Committee on Economic and Community Development and Environment and Contracts Report re: 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 asked if any Council Member wished to have an item removed from the Consent Calendar. Council Member McCarthy requested that Agenda Item 46-20 be removed. Council

Member Pereira requested that Agenda Items 49-20, 55-20 and 56-20 be removed. The City Clerk read the remaining item into the record.

**** COUNCIL MEMBER BROWN MOVED TO APPROVE THE COMMITTEE'S REPORT REGARDING AGENDA ITEM 108-19 ORDINANCE COMMITTEE REPORT RE: RESOLUTION REQUESTING THE CITY ATTORNEY TO DRAFT AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES TO REDUCE AUTO THEFT AND BREAK-INS, DENIED.**

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Vizzo-Paniccia said that the following agenda items were all unanimously approved in Committee:

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

55-20 Miscellaneous Matters Committee Report re: Appointment of Rachel Rockwell (D) to the Historic District Commission as an alternate.

*56-20 Miscellaneous Matters Committee Report re: Appointment of LaShea Hall (D) to the Civil Service Commission.

Council Member Pereira objected and said that the Charter rules require a roll call vote.

Atty. Anastasi confirmed that the City Charter requires all appointments needed to be held by roll call vote.

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

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AGENDA ITEM 49-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF MARCIE J. PATTON, PH.D. (D) TO THE PUBLIC LIBRARY BOARD OF DIRECTORS AND READING ROOM.**

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

**** THE MOTION PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (DEFLIPPO).**

55-20 Miscellaneous Matters Committee Report re: Appointment of Rachel Rockwell (D) to the Historic District Commission as an alternate.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AGENDA ITEM 55-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT**

OF RACHEL ROCKWELL (D) TO THE HISTORIC DISTRICT COMMISSION AS AN ALTERNATE.

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

56-20 Miscellaneous Matters Committee Report re: Appointment of LaShea Hall (D) to the Civil Service Commission.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA 56-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF LASHEA HALL (D) TO THE CIVIL SERVICE COMMISSION.**

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

**** THE MOTION TO APPROVE AGENDA 56-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF LASHEA HALL (D) TO THE CIVIL SERVICE COMMISSION SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) AND THREE (3) OPPOSED (DEFLIPPO, PEREIRA AND SULIMAN).**

46-20 Joint Committee on Economic and Community Development and Environment and Contracts Report re: 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.

**** COUNCIL MEMBER MCCARTHY MOVED 46-20 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: 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.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Taylor-Moye said that they had done their due diligence. She said that she had gotten verbal agreements from the developer about particular details. She thanked Council Member Newton, Council Member Cruz and others for working on this project. She said she felt it was a wonderful thing.

Council Member Newton said that he was supporting this. He said that the Budget Committee had raised the fees from \$10,000 to \$50,000 and Mr. Saffan agreed to the rental amount. He asked the Council Members to support this.

Council Member Pereira said that she would request the Council deny this item because the developer is going to sublet the sign. She wished to know if it was \$50,000 per year or per term, which is 20 years. Atty. Pacacha said the rent was \$50,000 per year.

Council Member McCarthy said that he would like clarification on the lease about the defined terms definition of Commencement date.

Atty. Pacacha said that the commencement date would be the issuance of the Certificate of Occupancy.

Council Member McCarthy said that they could not hold any events until it received the Certificate of Occupancy. Atty. Pacacha said that this was correct.

Council Member Cruz said that he supported Council Member Taylor-Moye's opinions.

Council Member DeFilippo said that the City just gives the developer anything he wants. He asked why they were doing this for peanuts. This is stupid and people need to think a little bit.

Council Member Lyons said that her concern was that the Zoning Board had denied it. Atty. Pacacha said that P&Z had it on an 8-24 review and the P&Z issued an unfavorable report. He said that the P&Z strayed beyond their area of jurisdiction by opening it for public comment. The Council will need to have a super-majority vote.

Council Member Burns said that his first concern was allayed when he heard that the rent would be starting with the issuance of the C.O. His other concern was that it would be located between two other billboards.

**** THE MOTION TO APPROVE AGENDA ITEM 46-20 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: 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 FAILED TO OBTAIN A SUPER MAJORITY WITH ELEVEN (11) IN FAVOR (MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, VALLE, NIEVES, AND NEWTON) AND NINE (9) OPPOSED (BURNS, DEFLIPPO, LYONS, VIZZO-PANICCIA, SILVA, CASTILLO, PEREIRA, SULIMAN AND MARTINEZ).**

MATTERS TO BE ACTED UPON:

126-19 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of a Tax Incentive Development Agreement for 515 West Avenue).

Council Member Valle said it was approved by six of the Committee with one abstention.

**** COUNCIL MEMBER VALLE MOVED AGENDA ITEM 126-19 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT**

(PRECURSOR TO CONSIDERATION OF A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR 515 WEST AVENUE).

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that this was another 15 year tax delay which is illegal and the building has been occupied 2 years. The homeowners will be getting a tax increase and the developers are protected by this PILOT.

Council Member Lyons said that she did not agree with 15 year terms but would agree with a 10 year term.

**** THE MOTION TO APPROVE AGENDA ITEM 126-19 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT (PRECURSOR TO CONSIDERATION OF A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR 515 WEST AVENUE) PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, PEREIRA, MARTINEZ AND NEWTON), FOUR (4) OPPOSED (PEREIRA, DEFLIPPO, LYONS AND SULIMAN) AND ONE (1) ABSTENTION (TAYLOR-MOYE).**

127-19 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Tax Incentive Development Agreement for 515 West Avenue.

Council Member Valle said this item was approved by six of the Committee with one abstention.

**** COUNCIL MEMBER VALLE MOVED TO APPROVE AGENDA ITEM 127-19 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR 515 WEST AVENUE.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that they were giving them the 15 year tax abatement and a 7 year Enterprise Zone variance.

Council President Nieves said that the issue was this submission was made three and a half years ago and got delayed in OPED. This is not being done illegally, there was a change of administration and now they are trying to rectify this situation.

**** THE MOTION TO APPROVE AGENDA ITEM 127-19 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR 515 WEST AVENUE PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, SILVA, VALLE,**

NIEVES, SULIMAN, MARTINEZ AND NEWTON), THREE (3) OPPOSED (PEREIRA, DEFLIPPO AND LYONS) AND TWO (2) ABSTENTIONS (CRUZ AND TAYLOR-MOYE).

**** COUNCIL MEMBER BROWN MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA FROM THE CT. DEPARTMENT OF EDUCATION FOR REFERRAL (ITEM #68-20).**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BROWN MOVED TO REFER THE ITEM TO THE EDUCATION AND SOCIAL SERVICES COMMITTEE.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO REFER THE ITEM TO THE EDUCATION AND SOCIAL SERVICES COMMITTEE PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFLIPPO, LYONS VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**** COUNCIL MEMBER BURNS MOVED TO SUSPEND THE RULES TO ADD THE FY2021-2022 GENERAL FUND BUDGET AND FY2021-2022 CAPITAL BUDGET TO THE AGENDA.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO SUSPEND THE RULES TO ADD THE FY2021-2022 GENERAL FUND BUDGET AND FY2021-2022 CAPITAL BUDGET TO THE AGENDA PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND DEFILIPPO). (ITEM #41-20)**

Council Member Burns gave a brief overview of the process and said there would be four votes.

**** COUNCIL MEMBER BURNS MOVED TO APPROVE THE FY2021-2022 GENERAL FUND REVENUE INCREASES (A) AS PRESENTED.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Brown said that the revenue for the billboard was included in the revenues but the Council just denied the motion. Discussion followed.

Council Member Pereira said that with Parking Violations should be increased by \$50,000.

Council Member Burns said that the budget was being cut by 10.5 mills and he was pleased with it. The vehicle taxes were also being reduced. They are adding \$2 million to the BOE MBR. They are looking at ways of starting reform and creating a Human Resources/Social Service unit.

The City Council needs more support, so the Council has set aside \$90,000 for contracted services. This is the beginning of the shift in how the services are delivered to the residents.

Council Member Newton said that he was thankful for the Committee members. He said that they were cutting the mill rate and they were able to work together with the BOE in a way that they were not able to do before. They cut funding from the PD to create the Social Service Department to assist the Police in particular calls. People claim Bridgeport has the highest mill rate, but Hartford, Waterbury and other cities have a higher mill rate.

Council Member Newton said that for at least 15 years, the East End properties were underwater, but now he could sell his property and actually get something for it. The COVID assistance for renters and landlords will help. He asked the Council to support this budget.

Council Member Vizzo-Paniccia said that this was perhaps the second or third time she would be voting against the budget. She was pleased to see the cut in the mill rate but felt that they could have decreased more. Bringing up the race and ethnicity every time is wrong. The Council represents the entire City. She can't whole-heartedly support this budget and so will be voting no.

Council Member Lyons said that she was not on the Budget Committee and only missed four meetings. She thanked everyone working on this, but may not be voting in favor of the budget.

Council Member Pereira said that the way that they took the funding from the Police was wrong. She said that they could have reduced the mill rate by another 3 mills and listed last year's revenues. This is not a tax decrease, it is an increase.

**** THE MOTION TO APPROVE THE FY2021-2022 GENERAL FUND REVENUE INCREASES (A) AS PRESENTED PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND FOUR (4) OPPOSED (LYONS, VIZZO-PANICCIA, PEREIRA AND DEFLIPPO).**

**** COUNCIL MEMBER HERRON MOVED TO APPROVE THE FY2021-2022 GENERAL FUND DECREASES (B) AS PRESENTED.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO APPROVE THE FY2021-2022 GENERAL FUND DECREASES (B) AS PRESENTED PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND FOUR (4) OPPOSED (LYONS, VIZZO-PANICCIA, PEREIRA AND DEFLIPPO).**

**** COUNCIL MEMBER BURNS MOVED TO APPROVE THE FY2021-2022 GENERAL FUND EXPENDITURE INCREASES (C) AS PRESENTED.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO APPROVE THE FY2021-2022 GENERAL FUND EXPENDITURE INCREASES (C) AS PRESENTED PASSED WITH FOURTEEN (14) IN FAVOR**

(BURNS, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND SIX (6) OPPOSED (MCCARTHY, LYONS, VIZZO-PANICCIA, CASTILLO, PEREIRA AND DEFLIPPO).

**** COUNCIL MEMBER BURNS MOVED TO APPROVE FY2021-2022 GENERAL FUND EXPENDITURE DECREASES (D) AS PRESENTED.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that the constant statements that the BOE was getting an additional \$2 million. The Lighthouse was getting \$1.5 million and this needs to be on the record.

Council Member McBride-Lee said that people need to vote their heart and had concerns about the PILOT programs.

Council Member Burns said that they were adding \$2 million to the MBR in a year when the BOE was getting 9 figures from the State.

Council Member Newton said that he was told that the BOE was only getting \$1.5. But they were getting \$2 million in the MBR and also helping with the BOE vehicles with \$25,

****THE MOTION TO APPROVE FY2021-2022 GENERAL FUND EXPENDITURE DECREASES (D) AS PRESENTED FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (DEFLIPPO VIZZO-PANICCIA, CASTILLO, PEREIRA AND SULIMAN).**

**** COUNCIL MEMBER NEWTON MOVED TO APPROVE THE ENTIRE FY 2021/20211BUDGET AS PRESENTED.**

**** COUNCIL MEMBER MCBRIDE-LEE SECONDED.**

Council Member Pereira said that she had spent time studying the budget and found \$1,9 million in the Supervisor's salaries and positions listed in the budget that don't exist. She said that they were supported to follow the union increases.

**** COUNCIL MEMBER PEREIRA MOVED TO AMEND THE FY2021/2022 BUDGET BY INCREASING THE BOE BUDGET BY \$1,937,013 TO RECTIFY THE AMOUNT AND ELIMINATED THE CITY POSITIONS AS LISTED:**

****COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Newton said that this was brought up during the budget hearings and Mr. Nkwo explained these increases several times. He said that it was totally wrong and in all fairness, Mr. Nkwo should be allowed to explain in rebuttal.

Council Member McBride-Lee said that they should spend the money on security for the Mayor. She said that she was concerned about the Mayor's safety.

Council Member Herron said that she wants to hear from Mr. Nkwo. The Budget Committee met over and over time and they kept being told they didn't know what they were doing. She is tired of the innuendos. It is immoral and improper. It is improper to yell out during the meetings. There isn't only one person out there that talks to their constituents. If there were 6 or 10 constituents at the meetings, that would be a lot.

Council Member McCarthy said that he went through the list submitted by Council Member Pereira. This should have been submitted last week. He could not support this because he got it an hour before the meeting and while he might agree with some of the items, he can't agree with it all. If they are comparing cities, compare it with New Haven.

**** THE MOTION TO AMEND THE FY2021/2022 BUDGET BY INCREASING THE BOE BUDGET BY \$1,937,013 TO RECTIFY THE AMOUNT AND ELIMINATED THE CITY POSITIONS FAILED TO PASS WITH FIVE (5) IN FAVOR (DEFLIPPO, CASTILLO, PEREIRA, SULIMAN AND LYONS) AND FIFTEEN (15) AGAINST (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, MARTINEZ AND NEWTON)**

**** THE MOTION TO APPROVE THE ENTIRE FY 2021/20211 BUDGET AS PRESENTED PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, MARTINEZ AND NEWTON) AND SIX (6) OPPOSED (VIZZO-PANICCIA, LYONS, DEFLIPPO, CASTILLO, PEREIRA AND SULIMAN).**

**** COUNCIL MEMBER BURNS MOVED THE FY 2021/2022 CAPITAL BUDGET AS PRESENTED.**

**** COUNCIL MEMBER NEWTON SECONDED. (ITEM #25-20)**

Council Member Burns said that this was the lowest Bonding Request in the last six years. He said that the acknowledged that the Federal Funding helped.

Council Member Newton agreed with Council Member Burns and thanked Superintendent Testani for coordinating with the City, so that the City could bond for the roof replacements.

Council Member McCarthy said that working through the Capital budget is dealing with the long term debt and that the CARES Act helps with this. He encouraged everyone to support the Capital Budget.

Council Member Pereira said that city owned buildings have to go out to bond. She then spoke about the \$500,000 for the Black Rock parking lot.

Council Member Cruz gave a shout out for the Co-chairs and Council Member McCarthy. He learned a great deal. Everything he requested, he received.

****THE MOTION TO APPROVE THE FY 2021/2022 CAPITAL BUDGET AS PRESENTED PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (VIZZO-PANICCIA, PEREIRA, CASTILLO, DEFLIPPO, SULIMAN.)**

**** COUNCIL MEMBER BURNS MOVED TO SUSPEND THE RULES TO ADD AND ITEM TO ADJUST THE MILL RATE.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Mayor Ganim said that he would support the work of the Council.

****THE MOTION TO SUSPEND THE RULES TO ADD AND ITEM TO ADJUST THE MILL RATE PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, SILVA, VALLE, NIEVES, MARTINEZ AND NEWTON) AND FOUR (4) OPPOSED (VIZZO-PANICCIA, PEREIRA, DEFLIPPO AND SULIMAN.)**

**** COUNCIL MEMBER BURNS MOVED TO SUSPEND THE RULES TO ADJUST THE MILL RATE.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO SUSPEND THE RULES TO ADJUST THE MILL RATE PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFLIPPO LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA). (ITEM #67-20)**

**** COUNCIL MEMBER BURNS MOVED TO SET THE NEW MILL RATE FOR 2021/2022 AT 43.45 FOR REAL PROPERTY AND MOTOR VEHICLES.**

**** COUNCIL MEMBER MCCARTHY SECONDED.**

Council Member Pereira said that the mill rate could be dropped by 3 mills.

**** THE MOTION TO SET THE NEW MILL RATE FOR 2021/2022 AT 43.45 FOR REAL PROPERTY AND MOTOR VEHICLES PASSED WITH FOURTEEN (14) IN**

FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, MARTINEZ AND NEWTON) AND SIX (6) OPPOSED (PEREIRA, VIZZO-PANICCIA, LYONS, SULIMAN, DEFLIPPO AND CASTILLO).

Mayor Ganim said that he was turning the meeting over the Council President Nieves. The Council has worked hard on the budget and cutting almost 11 mills from the tax rate was a yeoman's job.

Council Member McBride-Lee said that the Co-chairs did a great job. While they didn't agree on everything, they worked together.

Council Member Burns thanked the Committee for their work and diligence. They get paid absolutely nothing for this. Could it be better? Yes, but it is not a perfect process.

Council Member Lyons confirmed that her last vote was a no. She thanked the Budget Committee.

Council Member Newton said for the record that many people who voted against the budget today did not come to the budget committee meetings. It is easy to make things political, everyone is responsible.

Council President Nieves said that the level of disrespect to the constituents has been disgusting. The mockery of all the hard work is awful. Many constituents have been happy with the proposed budget. Making faces about that budget is disrespectful. This Council has incrementally increased the money to the BOE and addressed the disparities to the minorities. They should be happy and hold their heads up. The same people that stand in front of the press saying they helped, they didn't vote for it. Everyone has a life.

Council President Nieves said that the Council Members need to really examine their motives for being on the Council. Council Member Pereira was there at every meeting and even though her suggestions may have not passed, she was there. Please respect the City.

ADJOURNMENT

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:43 p.m.

Respectfully submitted,

Telesco Secretarial Services

City of Bridgeport
City Council Meeting
Regular Meeting
May 3, 2021



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #61-20 Ref'd to MISCELLANEOUS MATTERS COMMITTEE on 5/3/2021

DATE: April 17, 2021
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

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

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

HOME DEPOT USA INC
C/O PROPERTY TAX DEPT., B-12
PO BOX 105842
ATLANTA, GA 30348

REFERENCE: 656 RESERVOIR AVE
Refund due \$23134.34
2019-02-0001216
P--5052835

RECEIVED
CITY CLERKS OFFICE
21 APR 26 PM 2:22
ATTEST
CITY CLERK _____

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
This is to certify that HOME DEPOT USA INC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2019

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

HOME DEPOT USA INC
C/O PROPERTY TAX DEPT., B-12
PO BOX 105842
ATLANTA, GA 30348

2019-02-0001216
P--5052835
656 RESERVOIR AVE



To Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
(State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2020	46,268.68	0.00	0.00	0.00	46,268.68	
Total Paid	09/30/2020	69,403.02	0.00	0.00	0.00	69,403.02	-23,134.34 ***
Adjusted Refund		-23,134.34	0.00	0.00	0.00	23,134.34	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Gene C Acuff
Print Name

Gene C Acuff
Signature of Taxpayer

3/18/2020
Date

Sr Manager, Property Tax
COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
It is recommended that refund* of property taxes and interest in the amount of 23,134.34
be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 30 DAY OF November 2020

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
approved on the _____ day of _____ 20____. It was voted to refund
Property Taxes and Interest amounting to \$ _____ to _____

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

Mail To :
CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT, CT 06604

19-1-7374, 19-2-1216
THE HOME DEPOT REAL ESTATE TAX
P.O. BOX 105842
ATLANTA GA 30348-5842

CAPITAL ONE, N.A.
P.O. BOX 61540
NEW ORLEANS, LA 701610000

NO. 14216726

VOID 180 DAYS AFTER ISSUE 542058412 84-72/652

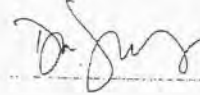
CHECK DATE	CHECK NUMBER	CHECK AMOUNT
09/30/2020	14216726	522,809.44

PAY

*** Five Hundred Twenty-Two Thousand Eight Hundred Nine And 44/100-Dollars ***

\$ ** 522,809.44 **

TO THE ORDER OF
BRIDGEPORT CITY TAX COLLECTOR
325 CONGRESS ST
BRIDGEPORT, CT 06604



Account No: BRIDGEPORT CITY TAX COLLECTOR
Invoice No: 99544

⑈ 14216726⑈ ⑆065200722⑆ 542058412⑈



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #62-20 Ref'd to MISCELLANEOUS MATTERS COMMITTEE on 5/3/2021

DATE: April 17, 2021
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

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

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

PENSKE LEASING AND RENTAL CO.
PO BOX 1321
READING, PA 19603-1321

REFERENCE : K98270
Refund due: \$14,233.50
2019-03-0106516

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
21 APR 26 PM 2:22

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that PENSKE LEASING AND RENTAL CO.

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2019
- Sec. 12-81 (20) Servicemen Having Disability Rating.
 - Sec. 12-124 Abatement to poor.
 - Sec. 12-125 Abatement of Taxes of Corporations.
 - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
 - Sec. 12-127 Abatement or Refund to Blind Persons.
 - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
 - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
 - Sec. 12-129 Refund of Excess Payments.

PENSKE LEASING AND RENTAL CO.
 PO BOX 1321
 READING, PA 19603-1321

2019-03-0106516
 K98270
 /K98270/5PVNJ8JT5E4S55043



To Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2020	1,179.90	0.00	0.00	0.00	1,179.90	
Total Paid	07/27/2020	15,413.40	0.00	0.00	0.00	15,413.40	-14,233.50 ***
Adjusted Refund		-14,233.50	0.00	0.00	0.00	14,233.50	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Arthur Podguski
 Print Name

[Signature] 1-12-2021
 Signature of Taxpayer Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 14,233.50 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 12 DAY OF January 2021

[Signature]
 TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____ approved on the _____ day of _____ 20____. It was voted to refund Property Taxes and Interest amounting to \$ _____ to _____.

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604



Make checks payable to:
TAX COLLECTOR
CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT, CT 06604

CITY OF BRIDGEPORT

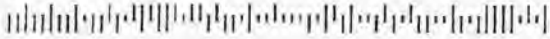
TAXPAYER'S COPY

The Fiscal year 2021 budget for the City of Bridgeport estimates that \$193,706,683 will be received from the State of Connecticut for various State Financial Programs. Without these state assistance programs, your 2019 Grand List could have resulted in a 85.834 mills.

LIST NUMBER		ON GRAND LIST		TOTAL TAX	FIRST PAYMENT DUE	SECOND PAYMENT DUE
2019 MV 0037049		OCTOBER 1, 2019		\$31,476.66	July 1, 2020	January 1, 2021
MILL RATE	GROSS ASSESSMENT	EXEMPTION	NET ASSESSMENT		\$15,738.33	\$15,738.33
45.0000	699,480	0	699,480		DELINQUENT AFTER AUG 3, 2020	DELINQUENT AFTER FEB 1, 2021

T5 P732 *****MIXED AADC 060
 PENSKE LEASING AND RENTAL CO.
 PO BOX 563
 READING PA 19603-0563

BACK TAXES ALSO DUE
 Call (203) 576-7271 or go online to www.bridgeportct.gov
 updated interest charges on past due amounts.



01519100037049001573833000000000015738330000000008000314766676

Last day to pay without penalty is August 3, 2020
Why wait in line when you can pay online?
To look up your bill or pay online at www.bridgeportct.gov

BILL #	YEAR	MAKE	MODEL	VIN #	CC	REG #	COC #	VALUE	EXEMPT	1ST/INST	2ND/INST	TOTAL DUE
0106503	2018	FRHT	M2	1FVHCYF9JHJR2649	02	61748A		69560	0	1,565.10	1,565.10	3,130.20
0106504	2018	INTL	LT62	3HSDZTZR5JN439589	02	61913A		86100	0	1,937.25	1,937.25	3,874.50
0106505	2018	INTL	LT62	3HSDZTZR3JN439588	02	61978A		86100	0	1,937.25	1,937.25	3,874.50
0106506	2018	FRHT	M210	3ALHCYF90JDS4827	02	62212A		74540	0	1,677.15	1,677.15	3,354.30
0106507	2019	FRHT	M210	3ALACXFC8KDKH8855	02	63984A		50400	0	1,134.00	1,134.00	2,268.00
0106508	2019	FRHT	M2	3ALACXFC6KDKH8854	02	63940A		53720	0	1,208.70	1,208.70	2,417.40
0106509	2020	FRHT	M2 106 M	3ALACXFC9LDLP2636	02	65838A		51430	0	1,157.18	1,157.18	2,314.36
0106510	2020	FRHT	M2 106 M	3ALACXFC0LDLP2637	02	65875A		51430	0	1,157.18	1,157.18	2,314.36
0106511	2016	ISUZU	NRR	JALE5W165G7901250	02	AB16859		28410	0	639.23	639.23	1,278.46
0106512	2017	FRIG	M2 106 M	3ALACWDT7HDJC2800	02	AB52163		32810	0	738.23	738.23	1,476.46
0106513	2017	ISUZU	NRR	JALE5W164H7900933	02	AB52179		35710	0	803.48	803.48	1,606.96
0106514	2016	ISUZU	NRR	JALE5W162G7901836	02	AE27300		26470	0	595.58	595.58	1,191.16
0106515	2017	ISUZU	NRR	JALE5W161H7301973	02	AE27304		26580	0	598.05	598.05	1,196.10
0106516	2014	HINO	HINO 266	5PVNJ8JTS5E4S55043	02	X98270		26220	0	589.95	589.95	1,179.90
TOTAL								699480	0	15,738.33	15,738.33	31,476.66

Tax Office Hours: 9:00 AM - 4:00 PM, MONDAY - FRIDAY

Additional hours during tax season: July 27th through August 3rd from 8:00am to 4:00pm; Saturday August 1st from 8:00am to 3:00pm
 Back Taxes and interest must be paid in full by Cash, Bank Check, or Money Order for DMV clearance. Back taxes and interest must be paid in full before payment on current bills can be accepted. Late payments are subject to interest at the rate of 1.5% per month, 18% per annum from the due date of the tax, as well as other collection costs, in accordance with State Statutes. Minimum interest is \$2.00. Returned check fee is \$20.00. Failure to receive a tax bill does not exempt you from liability. For tax questions, please contact the Tax Collector's Office at (203) 576-7271. If you are being improperly billed for a motor vehicle which was sold, destroyed, etc., you must contact the ASSESSOR'S Office at (203) 576-7241. Do not ignore your bill! If your motor vehicle taxes go unpaid, you will be unable to renew your registrations with the DMV.

MOTOR VEHICLE TAX BILL

GENPACT EL PASO SERVICES, INC.
PAYING ON BEHALF OF PENSKE
 PH. (915) 225-2500
 1000 HAWKINS BLVD., STE. A
 EL PASO, TX 79915-1205

Bank of America
 Controlled Disbursement
 Northbrook, Illinois

38863
 70-2328/719 IL

DATE
 07/26/20

AMOUNT
 ****31,476.66

***** Thirty One Thousand Four Hundred Seventy Six & 66/100 Dollars

Bridgeport City Tax Collector

[Handwritten Signature]
 AUTHORIZED SIGNATURE

038863 071923284 87653 32195



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #63-20 Ref'd to MISCELLANEOUS MATTERS COMMITTEE on 5/3/2021

DATE: April 17, 2021
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

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

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

1425 NOBLE AVE LLC
1425 NOBLE AVE
BRIDGEPORT, CT 06610
PRIMROSE COMPANIES

REFERENCE: 1425 NOBLE AVE
Refund due \$12,133.45
2018-01-0000060
2002-24A-----

RECEIVED
CITY CLERKS OFFICE
21 APR 26 PM 2:22
ATTEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Do over = missing

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
This is to certify that 1425 NOBLE AVE LLC

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2018
- Sec. 12-81 (20) Servicemen Having Disability Rating.
 - Sec. 12-124 Abatement to poor.
 - Sec. 12-125 Abatement of Taxes of Corporations.
 - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
 - Sec. 12-127 Abatement or Refund to Blind Persons.
 - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
 - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
 - Sec. 12-129 Refund of Excess Payments.

1425 NOBLE AVE LLC
1425 NOBLE AVE
BRIDGEPORT, CT 06610

2018-01-0000060
2002--24A-----
1425 NOBLE AV



2018010000060

To Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
(State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2019	24,266.90	0.00	0.00	0.00	24,266.90	
Total Paid	01/17/2020	36,400.35	0.00	0.00	0.00	36,400.35	-12,133.45 ***
Adjusted Refund		-12,133.45	0.00	0.00	0.00	12,133.45	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

John N. Guedes
Print Name

[Signature] 2-28-20
Signature of Taxpayer Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
It is recommended that refund* of property taxes and interest in the amount of 12,133.45
be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

[Signature]
TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
approved on the _____ day of _____ 20____. It was voted to refund
Property Taxes and Interest amounting to \$ _____ to _____.

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT, CT 06604

withia (LERETA)

367-5186

Clear
 Customer: Bridgeport Tax 0000
 All Customers
 Start Date: 1/15/2020
 End Date: 1/22/2020
 Filters: Record Type
 Transaction Type
 Use system date
 Account: Account
 Serial: Start End
 Amount: 12133.45 12133.45
 RT: RT
 Item Number: Item Number
 Batch Number: Batch Number
 Batch ID: Batch ID
 Payor: Payor
 Town Code: Town Code
 List Year: List Year
 Back Tax Flag: Back Tax Flag
 Tax Type: Tax Type
 List Number: List Number
 Check Digit 1: Check Digit 1
 Amount Due Quarter 1: Amount Due Quarter 1
 Amount Due Quarter 2: Amount Due Quarter 2
 Amount Due Quarter 3: Amount Due Quarter 3
 Amount Due Quarter 4: Amount Due Quarter 4
 Check Digit 2: Check Digit 2
 Total Amount Due: Total Amount Due
 Check Digit: Check Digit - Amount Due

15362

PRIMROSE COMPANIES, INC.
1425 NOBLE AVENUE
BRIDGEPORT, CT 06610

FAIRFIELD COUNTY BANK
51-7227/2211

01/13/2020 \$ *12,133.45

TWELVE THOUSAND ONE HUNDRED THIRTY-THREE AND 45/100 DOLLARS

Tax Collector
City of Bridgeport
325 Congress Street
Bridgeport CT 06604

Signature: [Handwritten Signature]
AUTHORIZED SIGNATURE

PAYMENT: ON 1425 Noble Ave. 2018 TAX

⑈015362⑈ ⑆22172270⑆ 514 002 003⑈

Drag a column header here and drop it to group by that column.

<input type="checkbox"/> Row	Date	System D...	Item	Tran Type	RT	Account
<input type="checkbox"/> 1	1/17/2020	1/17/2020	52500066...	Single	000000000	
<input checked="" type="checkbox"/> 2	1/17/2020	1/17/2020	52500086...	Single	221172270	514002003

John H. Pines

3/6/20 - LERETA activated this account in July, 2019. This is an escrowed account. The homeowner is not supposed to pay the taxes, so they are due the return, per LERETA (who is supposed to pay the taxes).



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #64-20 Ref'd to MISCELLANEOUS MATTERS COMMITTEE on 5/3/2021

DATE: April 17, 2021
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

RECEIVED
CITY CLERKS OFFICE
21 APR 26 PM 2:22
ATTEN
CITY CLERK

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

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

People's United Bank
PO Box 820
Burlington, VT 05401
RC# 9458 ESCROW
Attn: Kelli Foster

REFERENCE:

2019-01-0000094

\$31,877.59

Overpayment made by People's bank on
Behalf of 1739 Commerce Drive

1730 Commerce Road

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that 1730 STATE ST LIMITED PRNTHP

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2019
- Sec. 12-81 (20) Servicemen Having Disability Rating.
 - Sec. 12-124 Abatement to poor.
 - Sec. 12-125 Abatement of Taxes of Corporations.
 - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
 - Sec. 12-127 Abatement or Refund to Blind Persons.
 - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
 - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
 - Sec. 12-129 Refund of Excess Payments.

1730 STATE ST LIMITED PRNTHP
~~236 BOSTON POST RD~~
~~ORANGE, CT 06477~~

2019-01-0000094
 1220--01-----
 1730 COMMERCE DR

People's United Bank
 PO Box 820
 Burlington, VT 05401
 To RC # 9455 - Es crew



Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2020	63,755.18	0.00	0.00	0.00	63,755.18	
Total Paid	01/29/2021	95,632.77	0.00	0.00	0.00	95,632.77	-31,877.59 ***
Adjusted Refund		-31,877.59	0.00	0.00	0.00	31,877.59	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Helli Foster
 Print Name

[Signature]
 Signature of Taxpayer

4/4/2021
 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 31,877.59
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 06 DAY OF April 2021

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

First Selectman

Other Governing Body

Mail To :

CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604

Note Check payable to



Reference _____



Date 12/16/2020

Cashier's Check

9712120

92030-A136128

*****31,877.59*****

Pay THIRTY ONE THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY NINE CENTS

To the Order of *CITY OF BRIDGEPORT*
RE:1730 STATE STREET PARTNERSHIP - 2444448554-417

CASHIER'S CHECK


Authorized Signature

Notice to Customers: The purchase of an indemnity bond may be required before this check will be replaced or refunded in the event it is lost, misplaced or stolen.

Member FDIC OK-002

⑈9712120⑈ ⑆221172186⑆ ⑈17000295⑈

The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential, proprietary, and/or privileged information. If you have received this e-mail in error, please contact the sender and delete the material from the computer. recipient is prohibited. If you have received this e-mail in error, please contact the sender and delete the material from the computer.

Martinsky, John

From: Martinez, Jennifer
Sent: Wednesday, February 03, 2021 2:59 PM
To: Martinsky, John
Subject: FW: Overpayment
Attachments: 1730 Commerce Drive.pdf

From: Jones, Veronica <Veronica.Jones@Bridgeportct.gov>
Sent: Wednesday, February 3, 2021 2:48 PM
To: Martinez, Jennifer <Jennifer.Martinez@Bridgeportct.gov>
Subject: Fwd: Overpayment

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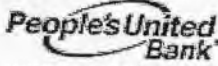
From: Foster, Kelli <Kelli.Foster@peoples.com>
Sent: Wednesday, February 3, 2021 2:18:25 PM
To: Collector 311 <Collector311@Bridgeportct.gov>
Subject: Overpayment

Hello,

Recently we made a duplicate payment for 1730 State St Limited Partnership – parcel 1220—01, located at 1730 Commerce Drive, in the amount of \$31,877.59. I can see the overpayment has been applied as a credit and we are requesting a refund for this amount to be sent to Peoples United Bank. Please advise if anything further is needed to expedite the request as this is causing significant issues for the borrowers loan. The refund can be sent to the below address:

Peoples United Bank
PO Box 820
Burlington ,VT 05401
RC#9458 - Escrow

Kelli Foster
Sr Escrow Service Rep
422 IBM RD BLDG #863 | Williston VT 05495
P: 802.872.6837
F:855-885-0067

 **Peoples United Bank**
What know-how can do®

www.peoples.com

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CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #65-20 Ref'd to MISCELLANEOUS MATTERS COMMITTEE on 5/3/2021

DATE: April 17, 2021
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

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

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

**SEAVIEW BRIDGEPORT II LLC
ROBERT TOOMEY
300 ALTON ROAD/ SUITE 303
MIAMI BEACH, FL 33139-8913**

**REFERENCE : 731 SEAVIEW AVE
Refund due: \$38,402.82
2018-2-0011829
QP2018587**

RECEIVED
CITY CLERKS OFFICE
21 APR 26 PM 2:23
ATTEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that SEAVIEW BRIDGEPORT II LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2018

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

SEAVIEW BRIDGEPORT II LLC
 ROBERT TOOMEY
 300 ALTON ROAD / SUITE 303
 MIAMI BEACH, FL 33139-8913

2018-02-0011829
 QP2018587
 731 SEAVIEW AVE



To Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2019	0.00	0.00	0.00	0.00	0.00	
Total Paid	07/29/2019	38,402.82	0.00	0.00	0.00	38,402.82	-38,402.82 ***
Adjusted Refund		-38,402.82	0.00	0.00	0.00	38,402.82	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

ROBERT W CHRISTOPH
 Print Name

[Signature]
 Signature of Taxpayer

2-10-2020
 Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 38,402.82
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 13 DAY OF August 2019

[Signature]
 TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

Mail To :
 CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT CT 06604

SHIPYARD BRIDGEPORT, LLC

300 ALTON ROAD, SUITE 303 • MIAMI BEACH, FL 33139

~~XXXXXXXXXXXX~~

[Handwritten mark]

CITY NATIONAL BANK OF FLORIDA

63-436
660

3105

Pay: *****Thirty-eight thousand four hundred two dollars and 82 cents

DATE

CHECK NO.

AMOUNT

July 24, 2019

3105 \$*****38,402.82

PAY
TO THE
ORDER
OF

TAX COLLECTOR
City of Bridgeport
325 Congress Street
Bridgeport, CT 06604

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈003105⑈ ⑆066004367⑆ ⑆955090997⑈



JOSEPH P. GANIM
Mayor

City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

April 28, 2021

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

Re: *Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program – For Referral to ECDEC Meeting of May 18, 2021.*

Required Public Hearing - Neighborhood Assistance Act Program Applications –Full Council Meeting of May 17, 2021

Dear City Clerk and Honorable Members of the City Council:

OPED requests the City Council's action on the attached resolution approving programs for the 2021 Connecticut Neighborhood Assistance Act Tax Credit Program. This item is for referral to the May 18, 2021 meeting of the Economic and Community Development and Environment Committee.

OPED also requests that the Council order a public hearing on these 2021 Neighborhood Assistance Act Program Applications for its meeting of May 17, 2021.

Truly Yours,

Max Perez,
Director of Business Development and NAA Coordinator

CC: Tom Gill, Director
Bill Coleman, Deputy Director
Vincent Mobilio, Economic Development Associate

RECEIVED
CITY CLERKS OFFICE
21 APR 28 PM 4: 19
ATTEST
CITY CLERK

**A Resolution Approving Programs
for the
State of Connecticut Neighborhood Assistance Act Tax Credit Program**

Whereas, the Connecticut Neighborhood Assistance Act (“NAA”) Tax Credit Program, pursuant to Connecticut General Statute §12-630aa et. seq. (the “Statute”) provides a tax credit to business firms that make cash investments of at least \$250 (two-hundred-fifty) dollars to certain qualifying community programs conducted by tax exempt or municipal agencies;

Whereas, the cash investments must be made in a community program that is proposed and conducted by a tax exempt or municipal agency and must be approved by both the municipality in which the program is conducted and by the Connecticut Department of Revenue Services (“DRS”);

Whereas, the City’s Office of Planning and Economic Development (“OPED”) is the designated office for overseeing the implementation of the 2020 Neighborhood Assistance Act Tax Credit Program;

Whereas, tax exempt entities and municipal agencies desiring to obtain benefits under the NAA must complete Form NAA-01, Connecticut Neighborhood Assistance Act Program Proposal, Parts I, II, and III and submit the form to OPED, which must then review and present the proposals to the Bridgeport City Council for approval, after which OPED may complete the corresponding Form NAA-01 Part IV for submittal to DRS on or before July 1 of each year;

Whereas, prior to OPED being authorized to submit Form NAA-01 Part IV to DRS, the Bridgeport City Council must vote to approve the programs;

Whereas, the attached list of organizations and programs represents the City’s diversity and represents a spectrum of accomplished non-profit organizations pursuing innovative and effective programs;

Whereas, the Bridgeport City Council received this attached list of program proposals as an OPED submittal item on its City Council Agenda of May 3, 2021

Whereas, the Bridgeport City Council held a duly noticed public hearing on all program proposals at its meeting of May 17, 2021;

Whereas, the Bridgeport City Council reviewed the list and the OPED submittal at the May 18, 2021 meeting of its Economic and Community Development and Environment Committee;

Whereas, the Bridgeport City Council finds that these program proposals are worthy of support;

Now therefore be it resolved that the Bridgeport City Council hereby approves the attached list of program proposals and respective organizations for submittal by the City’s Office of Planning and Economic Development to the Connecticut Department of Revenue Services pursuant to the requirements of the 2020 Neighborhood Assistance Act.

Be it further resolved that the Mayor or the Director of OPED, as may be required by the Connecticut Department of Revenue Services or by the Statute, subject to the final review and approval of the City Attorney’s Office as to form and content, is further authorized to execute any and all other documents, and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

CITY OF BRIDGEPORT
2021 Connecticut Neighborhood Assisted Act
Organization Program Amount

1. **Big Brothers Big Sisters of SW CT, Inc.** - One to One Mentoring
\$150,000.00
2. **Bridgeport Rescue Mission** - Care Center Facility Window Replacement Program
\$150,000.00
3. **Junior Achievement of Western CT, Inc.** - Junior Achievement Programs
\$60,000.00
4. **Bridgeport Neighborhood Trust** – South end Scattered sites
\$150,000.00
5. **Habitat for Humanity of Coastal Fairfield County** - Habitat CFC Program
\$150,000.00
6. **Hall Neighborhood House, Inc.** - Hall Senior Center
\$30,000.00
7. **Nourish Bridgeport, Inc** – Food-Centered Programs
\$150,000.00
8. **Cardinal Shehan Center** - Computer, Photography, Stem & Cooking Program
\$25,000.00
9. **Bridgeport Economic Development Corporation** - Bridgeport Brownfields Reclamation
\$50,000.00
10. **Connecticut Zoological Society** - Greenhouse Energy Conservation
\$150,000.00

11. **Bridgeport Economic Development Corporation** – BPT East End Agricultural and food

\$50,000.00

12. **McGivney Community Center** - McGivney Youth Programs

\$40,000.00

13. **Boys Club & Girls Club of Bridgeport, CT** - Orcutt Club Programs Administration

\$150,000.00

14. **Boys Club & Girls Club of Bridgeport, CT** - Energy Conservation Green Projects

\$150,000.00

15. **Bridgeport Public Education Fund, Inc.** - Mentoring for Academics Achievement

\$50,000.00

16. **Bridgeport Public Education Fund, Inc** – College Assistance Program

\$50,000.00

17. **Wakeman Memorial Association** – Energy Efficient updates

\$14,999.00

18. **Mercy Learning Center of Bridgeport**-Literacy & life skills

\$150,000.00

19. **Housatonic Community College**- Classroom/Laboratory LED Upgrades

\$150,000.00

20. **Bridgeport Caribe Youth League, Inc**- Workforce Technology Program

\$150,000.00

21. **Bridgeport Caribe Youth League, Inc**-Energy Efficient repair and upgrades

\$150,000.00

7
22. **University of Bridgeport**- Adding Energy Effectiveness

\$150,000.00

23. **University of Bridgeport**- Jobs for Bridgeport

\$150,000.00

24. **Connecticut Housing Partners**- Yale Street Commons Efficiency Upgrades

\$150,000.00

Item# *108-19 Consent Calendar

Resolution requesting the City Attorney to draft amendments to the Municipal Code of Ordinances to Reduce Auto Theft and Break-ins, DENIED.



Report
of
Committee
on
Ordinance

City Council Meeting Date: May 3, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: [Signature]

RECEIVED
CITY CLERKS OFFICE
21 MAY -7 PM 12:44

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *108-19 Consent Calendar

WHEREAS, reducing opportunity and public education are mainstays in prevention of auto theft and break-ins; and

WHEREAS, when a vehicle is stolen there are many inconveniences to the vehicle owner, in addition extra police services are required to investigate the crime, in some cases safety hazards occur due to stolen vehicle pursuits or when children were left in the vehicles, there are also financial consequences associated with insurance rates, vehicle damage and personal items left in the vehicle, therefore it's important to take measures to prevent auto theft; and

WHEREAS, many auto thefts and break-ins could have been prevented if people LOCK their cars, TAKE their keys and HIDE their belongings; and

WHEREAS, modern keyless ignition systems, which allow drivers to start and shut off their vehicle with the press of a button, the car key -- really just a key fob -- can remain in a purse or pocket, have significantly added to the rate of vehicles being stolen, keyless ignitions which were standard equipment in just 11 percent of cars sold in 2008 were standard equipment in 62 percent of cars sold in 2018 and the rate has continued to increase yearly; and

WHEREAS, this combination of new technology coupled with careless owners' spells opportunity for many criminals as a disproportionate number of stolen vehicles yearly involve owners leaving keys or key fobs in unlocked cars; and

WHEREAS, amid the COVID-19 pandemic vehicle theft has dramatically spiked across the country with law enforcement agencies around the U.S. reporting an increase in stolen cars and vehicle burglaries, vehicle larcenies have shot up 63 percent in New York, and as the COVID-19 pandemic sweeps through Connecticut more than two dozen cars were recently stolen in the state in a 24-hour period and most had their keys or key fobs left inside; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. *108-19 Consent Calendar

-2-

WHEREAS, thieves typically target neighborhoods, moving from home to home, looking for cars to steal by checking for unlocked car doors where owners have left the keys or the key fob inside or rifling through unlocked cars and stealing belongings from them, including electronics, credit cards, cash, wallets, sunglasses and loose change; and

WHEREAS, statistics report most auto related offenses occur in the parking lots of apartment communities, businesses, malls, strip shopping centers, restaurants and office buildings and posting of Lock, Take and Hide signs <https://www.hidelocktake.com> has been shown nationally to help reduce auto theft break-ins by 80 to 85 percent; and

WHEREAS, the City of Dallas <https://www.hidelocktake.com> along with other cities nationally has enacted an ordinance that requires all properties having 100 or more parking spaces to install at least two Lock, Take and Hide signs posted and maintained on the exterior of the premises; and

WHEREAS, Bridgeport currently prohibits by ordinance a person from leaving a motor vehicle unattended on a street or alley, or in any other public place, unless the starting lever, throttle, steering apparatus, gear shift, brake system or ignition of the vehicle is locked and the key for the lock is removed from the vehicle **however the current ordinance does not mention modern keyless ignition systems having key fobs or parked motor vehicles in any driveway, parking lot, parking slab or other outdoor location on private property; and**

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the City Attorney draft language for consideration of the City Council's Ordinance Committee amending the Code of Ordinances Title 10 - VEHICLES AND TRAFFIC Chapter 10.12 - STOPPING, STANDING AND PARKING GENERALLY, Section 10.12.090 - PARKING UNLOCKED MOTOR VEHICLES to include modern keyless ignition systems having key fobs and parked motor vehicles in any driveway, parking lot, parking slab or other outdoor location on private property.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. *108-19 Consent Calendar

-3-

BE IT FURTHER RESOLVED by the Bridgeport City Council to reduce opportunity for Auto Theft and Break-ins that the City Attorney draft language for consideration of the City Council's Ordinance Committee amending the Code of Ordinances to include a new **LOCK TAKE AND HIDE ORDINANCE** similar to the attached Dallas Texas ordinance.

BE IT FURTHER RESOLVED that the Bridgeport City Council asks that the Mayor direct the Chief of Police to have the Community Services unit conduct a Lock, Take, And Hide Public Awareness Program to educate the community on the changes to the Code of Ordinances.

ATTACHMENTS

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES**

Marcus A. Brown, **Co-Chair**

Eneida L. Martinez, **Co-Chair**

Rosalina Roman-Christy

Ernest E. Newton, II

Michelle A. Lyons

Avelino D. Silva

Maria I. Valle

City Council Date: May 3, 2021 (Denied)

**HIDE
YOUR THINGS**

**LOCK
YOUR CAR**

**TAKE
YOUR KEYS**



**A Reminder From
Your Local
Police Department**

IF YOU SEE SUSPICIOUS ACTIVITY, CALL 911

WWW.HIDELOCKTAKE.COM

MADE IN U.S.A.

7 NO COST THINGS YOU CAN DO TO AVOID CAR BURGLARIES

- ✓ **TAKE** your keys
- ✓ **LOCK** your car
- ✓ **DON'T** leave valuables in plain view
- ✓ Completely **CLOSE** car windows when parking
- ✓ **NEVER** hide a second set of keys
- ✓ **DON'T** leave the registration receipt or title in your car
- ✓ **REPLACE** "T"-shaped door locks

Never leave your car running, even if only gone for a minute. Vehicles are commonly stolen at convenience stores, gas stations, ATMs, etc. Many vehicles are also stolen on cold mornings when the owner leaves the vehicle running to warm up. Leaving your key in an unattended motor vehicle is a crime in Texas.

If you see suspicious activity,
call **911** or DART Police at
(214) 928-6300



DART

Crime Prevention Tips Preventing Auto Theft

Auto theft ("UUMV", or "Unauthorized Use of a Motor Vehicle" in police speak) is one of the most common crimes committed in the United States. Many times, vehicle owners inadvertently do (or fail to do) things that aid thieves who take vehicles.

The most common reasons vehicles are stolen include:

- "Joyrides". Stealing a vehicle for their personal use. Often juveniles are the suspects in this type of offense.
- Re-selling the vehicle for parts. Often, a vehicle is more valuable when broken down and sold for parts than it is whole. This is the reason older vehicles are stolen, as older vehicle's parts become more expensive as a model year ages, and parts become more scarce.
- To use a vehicle to commit another crime. Often, criminals who commit robberies and other violent crimes will use a stolen vehicle to help conceal their identity (in case a witness reports the license plate of the suspect's vehicle).

Things that may attract a thief:

- Leaving the keys to the vehicle inside, especially in plain view
- Leaving a vehicle unlocked, or with the windows down
- Parking in areas with poor visibility (not lighted, or hidden from public view)
- Leaving a vehicle running and unattended. Often, in hot or cold weather, owners will leave a vehicle in their own driveway running, and a thief will steal the vehicle from an owner's own residence.

Things You can do to help prevent your vehicle from being stolen:

- Don't leave your keys in your vehicle. Probably the #1 way to help make it harder for your vehicle to be stolen

- Lock your vehicle and close your windows completely. Yes, it's easy to break a window, but that makes noise, and most criminals don't want to sit on broken glass to drive or ride in a vehicle.
- At home, if you have a garage, park your vehicle inside.
- In public areas, if a parking lot with an identified parking attendant (IE an attendant with a uniform or an ID that he works for the parking company) is available use it. Most criminals don't want a witness around if they try to steal a vehicle.
- When parking your vehicle on a street ("parallel parking"), turn your front wheels toward the curb. This makes it harder, but not impossible to tow.
- Consider a service, such as LOJACK or ONSTAR that can track a vehicle if it's reported stolen. Such services, working in conjunction with law enforcement, have a very high recovery rate of stolen vehicles.
- Keep information, such as the make, model, model year, license plate and VIN (Vehicle Identification Number) easily accessible by you in the event your vehicle is stolen. Often, insurance ID cards will have a vehicle's VIN listed on the card. Once an officer takes a UUMV (stolen vehicle) report from a citizen, that information is placed on a national crime database. If the license plate is checked by law enforcement anywhere in the United States, its status as stolen is returned to officers. Without either the license plate or VIN, it is much harder to instantly identify a vehicle as stolen.
- Report suspicious activity to 911.

Remember that YOU are an important partner in the fight against crime.

SEC. 31-41. LOCK, TAKE, AND HIDE SIGNS.

(a) An owner or person in control of property on which 100 or more parking spaces are located that are available for public use shall post and maintain on the exterior premises of the property two signs complying with Subsection (b). One additional sign is required to be posted and maintained for each 50 parking spaces over 100 that are located on the property. Also, one additional sign is required to be posted and maintained within five feet of each clustered mailbox site located on the premises of a multifamily property, as defined in Section 27-3 of this code.

(b) Each sign required to be posted and maintained under Subsection (a) must comply with the following:

(1) Contain language that includes the statements: "LOCK YOUR CAR, TAKE YOUR KEYS, HIDE YOUR BELONGINGS"; "A REMINDER FROM THE DALLAS POLICE DEPARTMENT"; "WATCH YOUR CAR"; and "1-800-CAR WATCH."

(2) Meet uniform specifications for size, color, and format established by, and maintained on file in the office of, the chief of police.

(3) Be made of durable, all-weather material, with the lettering readable day and night.

(4) Be approved by the chief of police.

(5) Be permanently installed on the property in a manner and location approved by the chief of police so that at least one of the signs is visible and readable from every parking space located on the property.

(6) Be posted so that the bottom edge of the sign is not lower than five feet or higher than eight feet above ground level.

(c) An owner or person in control of property on which signs are required to be posted and maintained under Subsection (a) commits an offense if he fails to post or maintain signs in compliance with this section.

(d) A person commits an offense if he removes or obstructs, or allows the removal or obstruction of, a sign required to be posted and maintained on property under Subsection (a). It is a defense to prosecution under this subsection that the removal or obstruction of the sign was caused by:

(1) a city employee in the performance of official duties; or

(2) the owner or person in control of the property who was performing, or causing the performance of, repairs or maintenance on the sign. (Ord. 25521)

POLICE & CITY

HIDE
YOUR THINGS

LOCK
YOUR CAR

TAKE
YOUR KEYS

Hide Lock Take Auto Theft Awareness turns the average citizen into an active crime fighter with one simple message: Hide your things, lock your car, and take your keys.

Cities can make use of the Hide Lock Take message at city parks, convention centers, hospitals and special events. The Hide Lock Take Awareness program has lowered vehicle crime rates by as much as 87% in large and small cities.

- **Post or dispense signs to business, schools, or city properties**
- **Write on Social Media**
- **Use City LED signs to announce the program**
 - **Put HLT decals on squad cars**
- **Remind citizens in large parking or event areas**

Doing one or all of the above contributes greatly to your community's awareness. Educating citizens empowers them. Visit us at the website below and sign up for our newsletter to see how you can fight auto theft with awareness!

HIDE LOCK TAKETM**.com**
Fighting Auto Theft With Awareness

10.12.090 - Parking unlocked motor vehicles.

- A. It is unlawful for any person operating or in charge of a motor vehicle to leave it unattended on any street, alley, used car lot or unattended parking lot without stopping the engine, locking the ignition and removing the keys.
- B. Whenever any police officer of the city shall find any motor vehicle standing in violation of the foregoing conditions, he shall remove the keys and deliver such keys to the officer in charge at police headquarters to be held for and returned to such operator. The officer shall attach to the vehicle a tag stating where the keys may be claimed, and a duplicate of such tag shall be attached to the keys.
- C. The registered owner of a vehicle found in violation of this section shall be presumed to be responsible for any such violation.
- D. Any person violating this section shall be fined thirty dollars (\$30.00).

(Prior code § 21-21)

(Ord. dated 11/3/08)

Hide Lock Take Awareness

What Thieves Are Looking For

Don't Let Professionals Find



• ELECTRONICS

GPS, MP3 Players, Cameras, Computers, Stereo Faceplates, Tablets, Speakers, etc.



• BAGS/LUGGAGE

Gym Bags, Backpacks, Briefcases, Shopping Bags, Clothing, Tools, Wallets, Purses, etc.

• JEWELRY

Watches, Rings, Bracelets, Keys, Sunglasses, etc.



• DOCUMENTS

Mail, Receipts, Social Security, Financial Information, Bills, Day Planners, Report Cards, Personal Information, etc.



Lock Take Hide was started in 2004 with the Dallas Police Department and the Central Business District. As the program quickly grew and spread throughout Texas statistics began to come in. Many large cities reported a decrease in auto thefts by 85% and higher once LTH was established. As demand began to rise officials established that the order of procedure on the signs needed to change.

Hide Lock Take is the most successful auto theft awareness campaign in the World. The success lies within the day to day citizens who take action by being proactive against criminals.

Most criminals will target areas where the owners will spend lengthy periods of time away from their vehicles. Shopping malls, movie theaters, theme parks, stadiums, schools, city parks and other similar locations are prime. It is also likely that the vehicles in these areas will have valuables left in them.

There are many cities and businesses who promote HLT by posting signs on properties with large parking lots. As the program stretches across the nation more and more become aware and educated.

HLT has impacted college campuses as well with flyers and promotional products along with signs. By using the campus alert systems to remind students they have made a difference in their community.

Awareness and prevention is and always will be the first line of defense against crime. Hide Lock Take is proud to be a part of keeping this nation safe along with your local police department.

MARK YOUR VALUABLES

Identifying your valuables by using a number like your drivers license number is always a good idea. Many cities even have a database where you can log the items and the unique number that you have engraved on the item. Items that may already have serial numbers you should keep a log of these in a safe place at home.

WHAT TO DO IF YOU ARE A VICTIM

If you are a victim of an auto theft first action should always be to call 911 or local police. You can take pictures of how the vehicle was left by the thief, but do not touch anything in case there are fingerprints. Try to see if you can establish what was stolen by viewing through windows and estimate a total cost of stolen items.

REPORT SUSPICIOUS ACTIVITY

If you see any suspicious activity in a parking lot dial 911 immediately. Most thieves will scout an area out and park closely if possible. They will constantly look around before attempting to break into a vehicle. They will often pull on many door handles to find one unlocked. Always call the police and never approach a suspicious person.

HIDE LOCK TAKE

Start today! Remind yourself and others when you leave the car to Hide Lock Take. If you see a person displaying items in their car or leave without locking it, remind them too. You can keep your car safe by reminding everyone else, so that criminals won't be successful in your area. Hide your belongings, Lock your car, and Take your keys!

PRECAUTIONS

Park your car in well lit areas and lots that have security. Don't leave your windows rolled down or cracked as this only makes it easier to break in to. Try to park nearest to street or entrances so that it is viewable to passerby's. Do not display decals or signs that upgrades have been made to your car. If your just not sure always go with the safest most protected choice.

The Facts:

Every year there are over 721,000 auto thefts nationwide

80% and more of these thefts had the keys left in the car

Every 2 minutes a car is broken in to

Cities with Hide Lock Take awareness have lowered vehicle crimes 40-90%

**DON'T BE A VICTIM!
HIDE IT LOCK IT
OR LOSE IT!**

10 SECONDS FOR YOU TO HIDE YOUR THINGS AND LOCK YOUR CAR!

20 SECONDS FOR A THIEF TO BREAK INTO YOUR CAR AND TAKE YOUR VALUABLES!

HIDE LOCK TAKE.com
Fighting Auto Theft With Awareness



Hide Lock Take Promotional Products

Pens • Decals • Wristbands • Shirts

Advertisement Area

1-888-235-1HLT (458)
10601-G Tierrasanta Blvd #134
San Diego, CA. 92124

**HIDE
YOUR THINGS**

**LOCK
YOUR CAR**

**TAKE
YOUR KEYS**

**THE MOST SUCCESSFUL
AUTO THEFT AWARENESS PROGRAM**

IN THE WORLD

Item# *49-20 Consent Calendar

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



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: May 3, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Garing
Joseph P. Garing, Mayor

Date Signed: 5/11/21

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21 MAY 13 PM 2:51

ATTEST
CITY CLERK _____



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *49-20 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Library Board of Directors and Reading Room in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Marcie J. Patton, Ph.D
309 Courtland Avenue
Bridgeport, CT 06605

June 30, 2021

*This will replace the seat held by Sauda Efia Baraka.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: May 3, 2021

Item# *55-20 Consent Calendar

Appointment of Rachel Rockwell (D) to the Historic District Commission as an alternate.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: May 3, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Scanlon
Joseph P. Scanlon, Mayor

Date Signed: 5/6/21

RECEIVED
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21 MAY - 7 PM 12:44

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *55-20 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Historic District Commission in the City of Bridgeport as an alternate and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

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

October 1, 2024

*This will fill a vacancy

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: May 3, 2021

Item# *56-20 Consent Calendar

Appointment of LaShea Hall (D) to the Civil Service Commission.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: May 3, 2021

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph R. Gann
Joseph R. Gann, Mayor

Date Signed:

5/6/21

RECEIVED
CITY CLERKS OFFICE

21 MAY -7 PM 12:44

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *56-20 Consent Calendar

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

NAME

TERM EXPIRES

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

October 1, 2024

*This will fill a vacancy

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: May 3, 2021

Item # *46-20 Consent Calendar

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. **(DENIED)**



**Report
of
Joint Committee
on**

**Economic Community and Development and
Environment & Contracts**

City Council Meeting Date: May 3, 2021

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

Clerk's Note: Item was Denied at this meeting but approved at 05/17/2021 City Council Mtg. (Off The Floor), see 05/17/2021 Report.

ATTEST
CITY CLERK
RECEIVED
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21 MAY 25 PM 12:40



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *46-20 Consent Calendar

RESOLUTION SEEKING APPROVAL OF A LEASE ON CITY PROPERTY TO LOCATE AN ELECTRONIC DIGITAL BILLBOARD IN SUPPORT OF THE HARBOR YARD AMPHITHEATER PROJECT

WHEREAS, the City of Bridgeport ("City") and Harbor Yard Amphitheater, LLC (the "Operator") have entered into that certain Facility Development and Operating Agreement approved by the City Council (Item No. 160-16, approved November 6, 2017) executed as of December 18, 2017, as amended by that certain First Amendment to Facility Development and Operating Agreement approved by the City Council and dated as of April 20, 2020 (collectively, the "Operating Agreement") pursuant to which the parties thereto agreed to jointly finance the renovation of the former Ballpark at Harbor Yard, home of the former Bridgeport Bluefish Professional Baseball Club, an approximately 7.8 Acre parcel of land located at 500 Main Street, Bridgeport, CT and shown as Lot No. I on that certain Subdivision Map of Property located on Broad Street and South Frontage Road dated February 14, 2000, rev'd 6-29-00, scale 1" = 60', prepared by Kasper Group, Inc., Bridgeport, CT recorded in the Bridgeport Land Records (the "Facility"); and

WHEREAS, as set forth in Paragraph 7.2(b) of the Operating Agreement, the Operator reserved the right to seek and now requests the City Council's approval of a lease (the "Lease") that will permit the construction and operation of a digital two-sided billboard and its appurtenances (collectively, the "Amphitheater Billboard") on a small portion of City property formerly owned by the Housing Authority of the City of Bridgeport a/k/a Park City Communities and commonly known as the site of the former Pequonnock Apartments on Allen Street at a location more particularly shown in the Lease and on that certain Improvement Location Survey dated March 13, 2021 prepared by Godfrey Hoffman Hodge, LLC attached thereto and incorporated therein by reference (the "Demised Premises"); and

WHEREAS the proposed Lease, a copy of which is attached hereto provides the terms and conditions for the use of the Demised Premises including the consideration to be received by the City both in the form of monetary compensation and the right to use a percentage of the billboard advertising "flips" for the promotion of various City attractions, public events, activities, and public service announcements; and

WHEREAS, the parties believe that the Lease for the Amphitheater Billboard will be instrumental in the success of the Amphitheater, will be financially beneficial to the City, and is in the best interests of the citizens of the City of Bridgeport.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. *46-20 Consent Calendar

-2-

NOW, THEREFORE, BE IT RESOLVED, that the use of the Demised 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 is hereby authorized to enter into the Lease in substantially the form attached hereto, and is 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.

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Matthew McCarthy, D-130th, Co-Chair

M. Evette Brantley, D-132nd, Co-Chair

Maria I. Valle, D-137th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Ernest Newton, II, D-139th

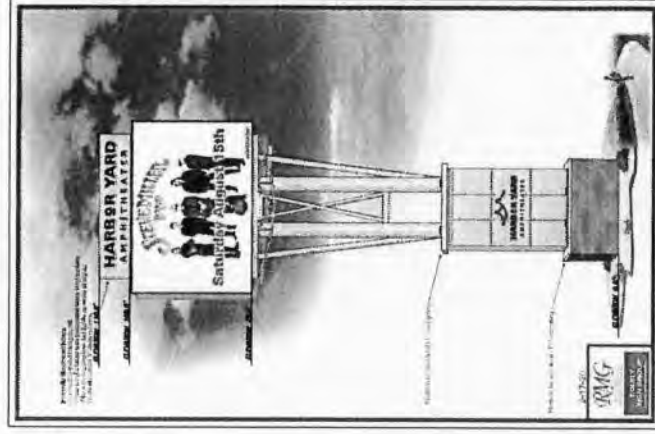
Samia S. Suliman, D-138th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

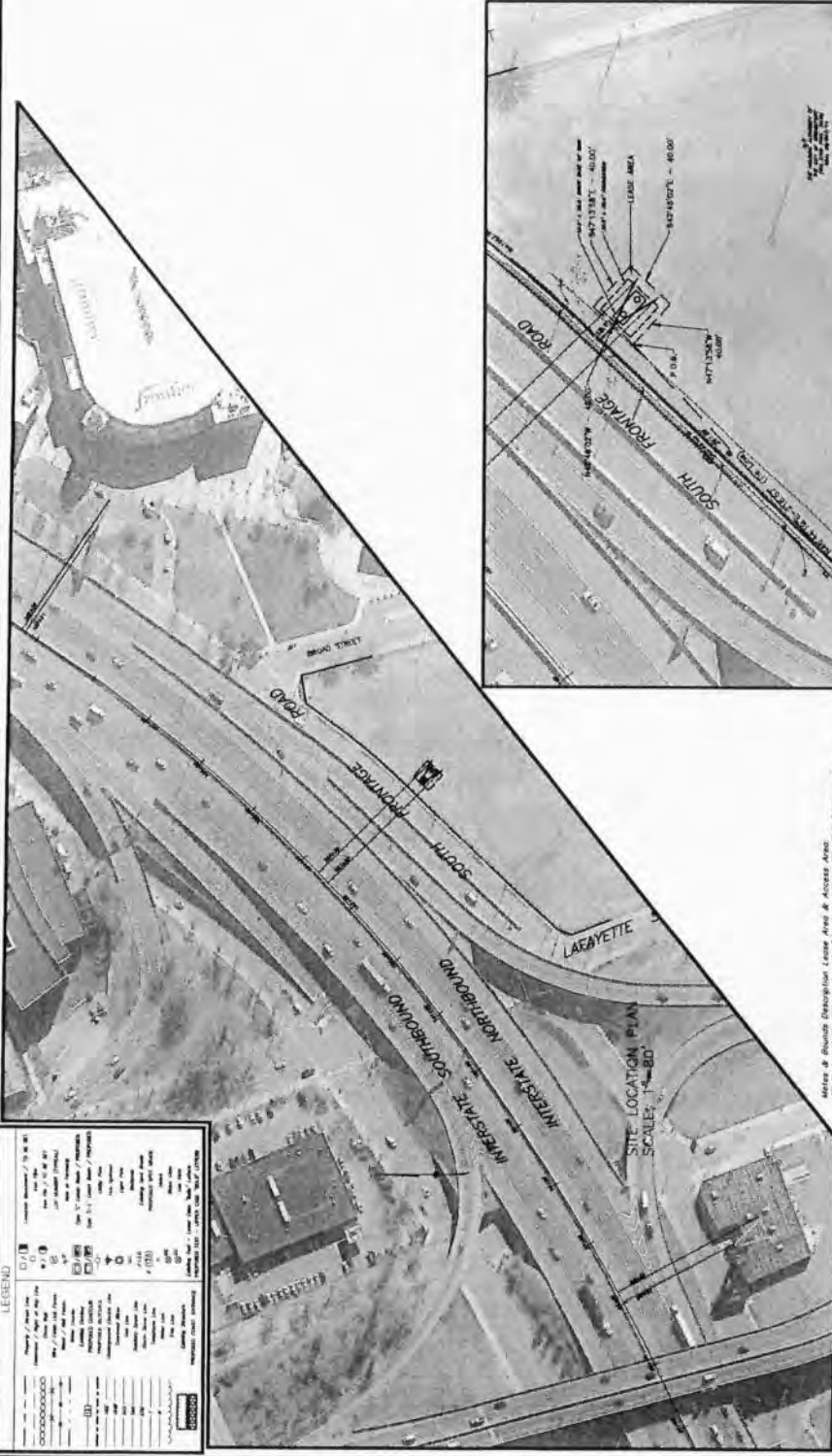
City Council Date: May 3, 2021



IMPROVEMENT LOCATION SURVEY - PROPOSED
 PREPARED FOR
OUTFRONT MEDIA
 SOUTH FRONTAGE ROAD
 BRIDGEPORT, CONNECTICUT

GODFREY & HOFFMAN
HODGE, LLC

DATE: 11.13.2011
 SCALE: 1"=40'
 SHEET: 1 OF 1



Notes:

1. THE CLOSEST BELIEVED TO THE NORTH (ARROW) IS 541'
2. THE CLOSEST BELIEVED TO THE SOUTH IS 730' FEET
3. ALL DIMENSIONS ARE IN FEET
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD
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Notes:

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9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD
10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD

PLAN SCALE: 1"=40'

ALLEN STREET

LAFAYETTE STREET

INTERSTATE 84

SOUTH FRONTAGE ROAD

BRIDGEPORT, CONNECTICUT

DATE: 11.13.2011
 SCALE: 1"=40'
 SHEET: 1 OF 1

GODFREY & HOFFMAN
HODGE, LLC

GROUND LEASE

by and between

THE CITY OF BRIDGEPORT

and

HARBOR YARD AMPHITHEATER, LLC

Dated as of _____, 2021

ATTEST
CITY CLERK

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SCHEDULES

Schedule A-1	Legal Description of Former Pequonnock Apartments Lot
Schedule A-2	Legal Description of Demised Premises

EXHIBITS

Exhibit 1	Copy of City Council Resolution Approving Ground Lease
Exhibit 2	Form of Non-Disturbance Agreement
Exhibit 3	A-2 Survey Showing Demised Premises, Billboard Footprint, Equipment Building, Fencing and Gate, Elevation of Billboard, Distance from Arena Billboard, with mylar in form for recording

GROUND LEASE

THIS GROUND LEASE is made as of the _____ day of _____, 2021 by and between the **CITY OF BRIDGEPORT**, a municipal body corporate and politic organized and existing under the laws of the State of Connecticut, having an address at the Margaret E. Morton Government Center, 999 Broad Street, 2nd Floor, Bridgeport, Connecticut 06604 ("**Landlord**") and **HARBOR YARD AMPHITHEATER, LLC**, a Connecticut limited liability company, having an address at _____, Weston, CT ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the owner of real property consisting of approximately 5 Acres more or less located at and bound by Broad Street, Allen Street, Lafayette Street and South Frontage Road, in Bridgeport, Connecticut and which was the site of the former _____ Pequonnock _____ Apartments (the "**BHA Lot**") as more particularly set forth and described herein ("**Schedule A-1**");

WHEREAS, Landlord has agreed to lease a portion of the BHA Lot to the Tenant, and the Tenant has agreed to sublease a portion of the BHA Lot (the "**Demised Premises**") as more particularly set forth and described herein ("**Schedule A-2**") to Outfront Media, LLC ("**Subtenant**") for purposes of erecting and operating a digital electronic, two-faced billboard visible from Interstate 95 (the "**Billboard**") pursuant to a separate agreement with the Tenant, the Demised Premises to be used for the erection, operation, repair and replacement of the Billboard on terms and conditions more particularly described herein and for no other purpose (the "**Permitted Use**");

WHEREAS, the Tenant and the Landlord, following previous approval by the Bridgeport City Council, have entered into that certain Facility Development and Operating Agreement dated December 18, 2017 (the "**Amphitheater Agreement**") whereby the Tenant and Landlord have agreed to jointly renovate the former Harboryard Stadium at 500 Broad Street, Bridgeport, CT into a musical amphitheater (the "**Amphitheater**"), such approval including an authorization for the Tenant to proceed with the erection of the Billboard on the Demised Premises, subject to the Tenant's receipt of all necessary approvals, in order to assist the Tenant with the promotion of Amphitheater events while also allowing the Landlord to use the Billboard to promote Bridgeport destinations and attractions and to advertise other public service announcements of the types and at a frequency more particularly described herein (the "**Public Service Announcements**");

WHEREAS, the Tenant plans to sublease the Demised Premises to OUTFRONT Media LLC, a limited liability company created under the laws of the State of Delaware, having a place of business at 355 Washington Avenue, North Haven, CT 06473 (the "**Subtenant**") pursuant to a separate agreement that is subject and subordinate to this Ground Lease (the "**Billboard Sublease**");

WHEREAS, the Landlord and the general public will benefit in numerous ways from allowing this Ground Lease of the Demised Premises and the erection of the Billboard as more fully set forth and described herein; and

WHEREAS, pursuant to a resolution of the City Council (Item No. ____-____) approved _____, 202__, a certified copy of which is attached as **Exhibit 1**, the Landlord has authorized the execution of this Ground Lease and the Tenant's right to sublease the Demised Premises to the Subtenant during the Term and any extensions thereof for purposes of erecting and operating the Billboard upon obtaining all approvals required by law, which Sublease will remain subject and subordinate to the terms and conditions of this Ground Lease.

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

ARTICLE 1

DEFINED TERMS

The above recitals are incorporated by reference as if fully set forth in the body of this Agreement.

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

"Commencement Date" of this Ground Lease shall be either (a) the date on which the Tenant receives a Certificate of Occupancy for the Amphitheater, which date shall be set forth in writing between and among the Landlord, the Tenant and the Subtenant, which writing shall be attached hereto as **Exhibit 4** and the same shall be incorporated by reference as if fully set forth herein.

"Demised Premises" shall mean that portion of the BHA Lot set forth and described in Schedule A-2 and Exhibit 3 hereof.

"Execution Date" means the date that this Ground Lease is executed by the Landlord and Tenant and a fully-executed original thereof is delivered to the Tenant.

"Governmental Approvals" means, collectively, the issuance of any and all approvals from the United States Government, the State of Connecticut and/or the City, and/or through the respective agencies and/or quasi-public bodies of each, all as may be required to consummate the transactions contemplated under this Ground Lease and the development of the Demised Premises for the Billboard.

"Ground Lease" means this instrument, together with any renewals, extensions, exhibits, amendments, or modifications thereof executed by Landlord and Tenant, a memorandum of which may be recorded in the Bridgeport Land Records.

"Improvements" means the Billboard structure and other permitted improvements shown on Exhibit 3, which shall include the footprint of the Billboard, equipment building or enclosure, security fence and gate, elevation from foundation to top of Billboard, location of the sign panels to the extent that they are outside the vertical limits of the Demised Premises, distance of Billboard from the Arena billboard, and any other information reasonably requested by the Landlord.

"Landlord" means the City of Bridgeport, as landlord, and any person or entity acquiring the right, title and interest of Landlord in and to the Demised Premises at any time during the Term, whether by affirmative act or by operation of law.

"Laws" means all judicial decisions, orders (including, without limitation, executive orders), injunctions, writs, and any and all statutes, laws, rulings, rules, regulations, permits, certificates, and ordinances of all Governmental Authorities, including, without limitation, Environmental Laws, that are applicable to the Demised Premises and the Billboard including, but not limited to, any of the aforesaid involving the zoning, subdivision, design, construction, ownership, use, leasing, handicapped accessibility, prevailing wages, non-discrimination, public bidding, maintenance, service, operation, sale, exchange or condition of the Demised Premises or the Billboard.

"Limited Air Rights" shall mean the Tenant's temporary right to enjoy the air rights outside of the vertical limits of the Demised Premises in order to use, operate and maintain the sign panels as a part of the Billboard during the Term and any extended term of this Ground Lease but not otherwise.

"Permitted Use" shall mean the use of the Demised Premises for the erection of a two-sided digital electronic billboard, including footings, foundations and supporting utilities, equipment and appurtenances, fencing/screening and the like necessary for the construction, operation, replacement and maintenance thereof pursuant to all applicable federal, state and municipal laws including the use of the Limited Air Rights.

"Site Plan" shall mean the preliminary site plan and final approved plan for construction of the Billboard on the Demised Premises showing the location of the foundations and footings, equipment and appurtenances, fencing, screening, plantings/landscaping, and maintenance access for the Billboard, the height of the Billboard and the extent of the two-faced Billboard beyond the vertical limits of the Demised Premises, and other pertinent information to be attached hereto as **Exhibit 3** and incorporated herein following the receipt of all Governmental Approvals therefor.

"Sublease") means a separate agreement between the Tenant and the Subtenant that is subject to the Amphitheater Agreement and this Ground Lease that allows the Subtenant to construct, operate, replace and maintain the Billboard on the Demised Premises during the Term.

"Subtenant" means OUTFRONT Media LLC, its contractors, agents, servants, successors and permitted assigns and any other person or entity acquiring a controlling interest in Subtenant or in the Sublease or other right in and to the Demised Premises at any time during the Term, (defined below) whether by affirmative act of the Tenant, the Subtenant, or by operation of law.

"Survey" shall mean an A-2 quality survey by a licensed surveyor in form for recording in the Bridgeport Land Records showing the Billboard, the footprint of the Billboard and all related improvements on the Demised Premises, the Billboard elevation and distance from the Arena billboard, in form and content satisfactory to the Landlord.

"Tenant" means Harbor Yard Amphitheater, LLC, its contractors, agents, servants, successors and permitted assigns and any other person or entity acquiring a controlling interest in Tenant or in the Demised Premises at any time during the Term, whether by affirmative act of the Tenant or by operation of law.

GRANT OF LEASE

Section 1.1 Grant of Lease.

(a) Landlord hereby gives, grants, leases and demises to Tenant and Tenant hereby accepts from Landlord occupancy of the Demised Premises, being Parcel A-2 described herein, for purposes of locating, constructing, maintaining and operating the Billboard by the Subtenant, including the Limited Air Rights that exceed the horizontal limits of the Demised Premises, during the Term of the Amphitheater Agreement and any permitted extension(s) thereof or as otherwise provided herein.

Section 1.2 "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 DEMISED PREMISES AND/OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, INCLUDING THE SUITABILITY OF THE SOILS. Further, Tenant acknowledges that Tenant has had an opportunity to independently and personally inspect the Demised Premises and perform any tests and/or studies desired by Tenant in connection therewith and Tenant acknowledges that it shall rely solely upon the results of Tenant's own evaluations and inspections of the Demised Premises and activities conducted thereon or other information obtained or otherwise available to Tenant, rather than any information that may have been provided by Landlord to Tenant, including without limitation, environmental reports or materials provided by the Landlord. Except as expressly set

forth to the contrary in this Ground Lease, Tenant agrees that the Demised Premises is being leased to and accepted by Tenant and the Subtenant at the execution of this Ground Lease in its then-present condition, "**AS IS, WHERE IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, AGREEMENT OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED**".

(b) Tenant agrees that during the course of its use and occupancy of the Demised Premises, it will promptly deliver to Landlord any written reports, materials, data or other information Tenant may generate in connection with the Demised Premises, particularly as it relates to independent subsurface investigations or environmental reports concerning the Demised Premises whether the same are generated by Tenant or a third party, and Tenant agrees to have such reports, materials, data and other information certified to Landlord.

(c) Tenant hereby indemnifies, and will defend and hold Landlord harmless from and against any and all claims, judgments, liens, damages, penalties, fines, costs, liabilities, expenses or losses (including reasonable attorney's fees) as a result of Tenant's negligent or willful release of regulated hazardous materials into, on or over the Demised Premises during the Term with respect to any Future Environmental Claims but such indemnity shall specifically exclude any releases caused by the negligence or willful act of the Landlord.

(d) The rights and obligations of the parties in this Section 1.2 shall survive the expiration or early termination of this Lease.

Section 1.3 Demised Premises. The Demised Premises is leased together with the appurtenances and all the estate and rights of Landlord in and to the Demised Premises including the Limited Air Rights described herein, subject, however, to the terms and conditions of this Ground Lease and the terms and conditions of such other agreements referred to herein, liens, encumbrances, taxes and governmental regulations.

Section 1.4 Additional Rights, Privileges and Responsibilities. Landlord also conveys a non-exclusive easement in favor of the Tenant, the Subtenant, and any of their respective, employees, principals, guests, agents, contractors and invitees to do the following pursuant to this Lease:

(a) when access to the Billboard is not available or impractical from the nearest public street, Tenant shall notify the Landlord through the Office of Planning and Economic Development that it wishes to use the BHA Lot for such access, and the Landlord shall either consent to such access over the BHA Lot or designate access from such other access point designated by the Landlord in its sole discretion so that Tenant may travel by vehicle and on foot to and from the Demised Premises and further so long as such activities of Tenant do not interfere with the use of the BHA Lot for Amphitheater events or events at the Webster Bank Arena at Harboryard, and the Tenant shall be obligated to coordinate any such use of the BHA Lot with the operator

of the Webster Bank Arena or the Tenant, as applicable, in order to avoid conflicts with any scheduled events;

(b) to use any and all utility easements benefitting the Demised Premises so long as the Tenant is responsible for the cost of utility connections to the Billboard and all utility usage costs; and

(c) to exercise such further rights and privileges as are necessary in order that the Tenant or Subtenant may use the Demised Premises for the Permitted Use under this Ground Lease during the Term.

Section 1.5 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 respective part to be kept, performed and observed.

ARTICLE 2

TERM; RENEWALS

Section 2.1 Term. The initial term of this Lease (the "**Initial Term**") shall be for a period of twenty (20) years commencing on the Commencement Date and ending on the 31st day of December of the calendar year in which the twentieth (20th) anniversary of the Commencement Date occurs. Landlord shall deliver access to the Demised Premises to Tenant immediately on the Execution Date of this Ground Lease in order for Tenant and Subtenant to commence the required Governmental Approvals for the construction and operation the Billboard, it being understood by the Landlord and Tenant that the Term of the Lease and the Sublease shall be co-terminus with the Term of the Amphitheater Agreement, except as may be otherwise provided herein in the event of a default by the Tenant under the Amphitheater Agreement that results in the termination thereof, in which event the Landlord agrees to negotiate a separate, direct lease agreement with the Subtenant.

Section 2.2 Renewal. So long as the Tenant is not in default of its obligations hereunder and under the Amphitheater Agreement beyond any applicable grace or cure period, the Tenant shall have the right to renew this Lease and extend the Initial Term for two (2) consecutive ten (10) year periods (each a "**Renewal Term**"; the Initial Term and each applicable Renewal Term extending this Ground Lease in accordance with this Section 2.2, if any, are collectively hereinafter referred to as the "**Term**"), each exercised separately upon giving written notice no earlier than 365 days prior to the expiration of the Term or any existing Renewal Term then in effect, as applicable, and no later than 180 days prior to the expiration of the Term or the expiration of any Renewal Term then in effect, as applicable.

ARTICLE 3

RENT AND ADDITIONAL CONSIDERATION

Section 3.1 Base Rent. Tenant shall pay base annual rent for its use and enjoyment of the Demised Premises during the Initial Term in the aggregate amount of ~~Fifty~~ Fifty Thousand (\$~~50,000.00~~ 540,000.00) ("**Rent**"). The Rent payable by Tenant to Landlord for the Initial Term shall be payable as follows:

Within ten (10) days after the occurrence of the Commencement Date and on or before the anniversary of the Commencement Date occurring each year during the Term and any Renewal Term occurring thereafter.

Rent during any Renewal Term ("**Renewal Term Rent**") shall be, as follows:

First Renewal Term: The base annual rent shall increase to \$542,500.00

Second Renewal Term: The base annual rent shall increase to \$545,000.00

Section 3.2 Additional Consideration. The Landlord will also receive additional consideration in the following form:

(a) Share of Gross Revenue ("**Additional Rent**"). The Landlord shall be entitled to payment of twenty-five (25%) percent of the gross revenue earned by the Tenant pursuant to separate agreement between the Tenant and the Subtenant, which amount shall be paid to the Landlord within ninety-days after the end of any calendar or fiscal year adopted by the Tenant and Subtenant under the Sublease, including payment of any Additional Rent earned during partial years.

(b) Building Permit Fees. The Tenant or the Subtenant will pay building permit fees related to the erection of the Billboard.

(c) Personal Property Taxes. The Tenant or the Subtenant will also be responsible for the payment of personal property taxes assessed on the Billboard.

(d) Public Advertising on the Billboard. The Tenant is entitled under the Sublease to place one (1) of every eight (8) so-called "flips" or advertisements on one of the two billboard faces (together, the "**Operator Flip**") and the Landlord is entitled to twenty-five (25%) of the Operator Flip to place public advertising (the "**Landlord Flip**") estimated to have a market value of \$30,000 per year to the City, which Landlord Flip shall include, but not be limited to, the following types of advertisements where the Landlord uses or allows the use of the City logo in an advertisement, contributes significant funding for the event, or seeks to promote events or messages of other governmental or quasi-governmental agencies or authorities (each, a "**Public Advertisement**"):

- Promotions of Bridgeport destinations, such as Captain's Cove Marina, Klein Memorial Auditorium
- Events conducted on public property
- City public events
- City-supported events
- Holiday parades
- School graduations
- District-wide school events
- Voter registration events
- Census participation
- Medicare enrollment dates
- High school sporting events
- Public service announcements identified through the Mayor's Office

Notwithstanding anything contained in this Section 3.2(d) to the contrary, the Landlord shall not trade or barter any Landlord Flip or give any other person or entity one of its Landlord Flips that does not constitute a Public Advertisement made in good faith.

ARTICLE 4

TYPE OF DEMISE

Section 4.1 Net Lease. It is the purpose and intent of Landlord and Tenant that this Lease shall be on a triple-net basis, that is, the Tenant shall be responsible for the connection to and consumption of all utilities, insurance premiums, and maintenance and repair costs for any Improvements on the Demised Premises, and applicable taxes and that the Rent and Additional Rent specified herein shall, except as herein otherwise provided, be absolutely net of such costs to Landlord. Accordingly, all such costs, expenses and obligations of every kind and nature whatsoever relating to use and operation of the Demised Premises, which may arise or become due during the Initial Term and each Renewal Term, shall be the responsibility of the Tenant.

Section 4.2 No Setoff. 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. Tenant's failure to pay Rent and other sums payable hereunder shall accrue interest at the rate of eighteen (18%) percent per annum from the date due until paid.

Section 4.3 Title to Demised Premises and the Improvements. Fee title to the Demised Premises shall continue to vest in Landlord or its successors 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, title to all improvements constructed on the Demised Premises by Tenant or Subtenant, and all personal property and fixtures installed or located therein, shall, at all times, vest in and remain the property of Tenant or Subtenant (as applicable) for purposes of this Lease. Should Tenant wish to remove any improvements upon the expiration or sooner termination of the Lease, subject to the Landlord's rights herein in the event of an existing Default, Tenant shall, at Landlord's option, remove the same within 90 days of notice to the Tenant. Notwithstanding the foregoing obligation of Tenant to remove improvements, Tenant shall not be permitted to remove any infrastructure improvements essential for the use of the Demised Premises by another party, such as underground drainage systems and utility hook-ups. This provision shall survive the expiration of the Lease or the earlier termination thereof.

ARTICLE 5

USE AND MAINTENANCE OF DEMISED PREMISES

Section 5.1 Permitted Uses; Recognition of Subtenant. Tenant may use the Demised Premises during the Term for the Permitted Use. Landlord acknowledges and agrees that, so long as the Sublease remains in effect, the Demised Premises may be used by the Subtenant. In furtherance of the Subtenant's proposed use of the Demised Premises, simultaneous with the execution of this Ground Lease, Landlord shall execute a subordination, non-disturbance and attornment agreement in favor of the Subtenant in the form attached hereto as **Exhibit 2**.

Section 5.2 Maintenance of Improvements and Alterations. Throughout the Term Tenant shall maintain or shall cause the Subtenant to maintain and repair the improvements in reasonably good and stable condition, making any and all necessary ordinary and capital repairs thereto or replacements thereof at no cost to Landlord.

Section 5.3 Compliance With Laws. Tenant shall comply and shall cause Subtenant to comply with all federal, state and local laws applicable to the Demised Premises and Tenant's use thereof and Tenant shall not use or allow the Demised Premises to be used for any unlawful purpose or purpose that may make void or voidable any insurance then in force with respect thereto.

ARTICLE 6

QUIET ENJOYMENT

Section 6.1 Right to Quiet Enjoyment. In consideration of the lease of the Demised Premises, Tenant's full and timely payment of the Rent and other consideration to Landlord throughout the Lease, and Tenant's full, timely and diligent performance of all terms and conditions of this Lease, Tenant shall quietly hold, occupy and enjoy the Demised Premises without hindrance or molestation by any party claiming by, through or under Landlord, subject, however, to the terms and conditions of this Lease.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.1 Landlord. Landlord represents and warrants to Tenant as follows:

(a) Due Authorization. This Agreement has been duly-authorized by the Landlord's legislative body, has been executed and delivered by the Landlord, and the persons signing this Agreement and all documents executed pursuant to it, on behalf of the Landlord, are duly-authorized to sign such documents and to bind the Landlord to their respective terms, whereupon this Agreement and such other documents shall constitute the legal, valid and binding agreements of the Landlord, enforceable against the Landlord in accordance with their respective terms.

(b) No Conflict; Legal Compliance. The execution, delivery and performance of this Agreement by the Landlord, any action or omission on the part of the Landlord required pursuant hereto, and the consummation of the transactions contemplated by this Agreement shall not, to the best of the Landlord's knowledge and belief, (i) result in a breach or violation of, or constitute a default under, any Law; (ii) result in a breach of any term or provision of the charter documents of the Landlord; or (iii) constitute a default or result in the cancellation, termination, acceleration of, any obligation, or other breach or violation of any loan or other agreement, Instrument, indenture, lease, or other material document to which the Landlord is a party or by which any of the properties of the Landlord is bound, or give any Person the right to declare any such default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such loan or other agreement, instrument, indenture, lease, or other material document or under any Law. The Landlord neither is nor shall be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement which has not already been given or obtained.

(c) Litigation and Default. To the best knowledge of the Landlord after diligent inquiry, the Landlord is not involved in any legal proceeding, which would

involve, affect or could affect the Demised Premises, or prevent or materially impair the ability of the Landlord to perform its duties and obligations under this Agreement and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach of any Law that could prevent or materially impair the ability of the Landlord to perform its duties and obligations under this Agreement.

(d) Insolvency. The Landlord has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(e) Eminent Domain and Impositions. There is no existing, or to the best of the Landlord's knowledge, proposed eminent domain proceedings of any Governmental Authority affecting all or any portion of the Demised Premises. As of the date hereof, the Landlord has not made any assessments for public improvements against the Demised Premises and no such assessments are now pending.

(f) Disclosure. To the best of the Landlord's knowledge, no representation or warranty of the Landlord hereunder omits to state a material fact necessary to make the statements herein, in light of the circumstances in which they were made, not misleading.

(g) Best Knowledge; Received Written Notice. Whenever a representation, warranty or other statement is made in this Agreement on the basis of the best of knowledge of Landlord, or is qualified by Landlord having received written notice, such representation, warranty or other statement is made with the exclusion of any facts disclosed to or otherwise known by the Tenant, and is made solely on the basis of the actual, as distinguished from implied, imputed and constructive, knowledge on the date that such representation or warranty is made, without inquiry or investigation or duty thereof, of **Thomas F. Gill**, who, at the time of execution of this Agreement, has the primary responsibility for coordinating the development of the Demised Premises, without attribution to such specific individual of facts and matters otherwise within the personal knowledge of any other employee of Landlord, and excluding, whether or not actually known by such specific individuals, any matter known to the Tenant. So qualifying Landlord's knowledge shall in no event give rise to any personal liability on the part of **Thomas F. Gill**, acting on behalf of the Landlord.

(h) Liens. As to the Landlord, no work has been done by the Landlord at the Demised Premises as of the Commencement Date that is unpaid and that could give rise to any liens under any Laws.

(i) Laws. The Landlord, in performing its covenants and obligations under this Agreement, shall comply with all Laws.

(j) Limitation of Damages. In the event that a Landlord representation or warranty is discovered to be untrue when made, then the Tenant shall have the right to pursue all legal and equitable remedies available to it but Tenant shall not be entitled to pursue indirect, consequential, special or punitive damages.

(k) Ownership and Use of the Demised Premises. Landlord owns fee simple title to the BHA Lot and the Demised Premises and no other Person has the current right to lease the Demised Premises other than Tenant.

Section 7.2 Tenant. Tenant represents and warrants to Landlord as follows:

(a) Due Authorization. This Agreement has been duly-authorized, executed and delivered by Tenant and the persons signing this Agreement and all documents executed pursuant to it, on behalf of Tenant are duly-authorized to sign such documents on Tenant's behalf and to bind Tenant to their respective terms, or shall be at the time such executed documents are delivered to the Landlord, whereupon this Agreement and such other documents shall constitute the legal, valid and binding agreements of Tenant, enforceable against Tenant in accordance with their respective terms.

(b) No Conflict; Legal Compliance. The execution, delivery and performance of this Agreement by Tenant, any action or omission on the part of Tenant required pursuant hereto, and the consummation of the transactions contemplated by this Agreement shall not (i) result in a breach or violation of, or constitute a default under, any Law; (ii) result in a breach of any term or provision of the operating agreement or articles of organization of Tenant or any other governing documents of Tenant; or (iii) constitute a default or result in the cancellation, termination, acceleration of, any obligation, or other breach or violation of any loan or other agreement, instrument, indenture, lease, or other material document to which Tenant is a party or by which any of the properties of Tenant is bound, or give any person the right to challenge any such transaction, to declare any such default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such loan or other agreement, instrument, indenture, lease, or other material document or under any Law. Tenant neither is, nor shall be required to, give any notice to or obtain any consent from any person in connection with the execution and delivery of this Agreement which has not already been given or obtained.

(c) Insolvency. Tenant has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(d) Disclosure. No representation or warranty of Tenant, and no statement made in any document delivered by it to the Landlord, omits to state a

material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(e) Litigation and Default. Tenant is not involved in any legal proceeding which would prevent or materially impair the ability of Tenant to perform its duties and obligations under this Agreement and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach of any Law which could prevent or materially impair the ability of Tenant to perform its duties and obligations under this Agreement or any of the related agreements. Tenant and all persons having an interest in Tenant are not, nor have they ever been, the subject of a criminal investigation involving a felony.

(f) Tax Returns and Tax Payments. Tenant has properly prepared and filed all tax returns and reports which it has been required to file through the date of this Agreement, and all taxes, interest and penalties of any kind shown due thereon, or otherwise attributable to any operations, activities or transactions of Tenant on or prior to the date of this Agreement, have been paid or fully provided for, except for taxes incurred in the ordinary course that are not yet due. To the best of Tenant's knowledge, no claims are pending or threatened against Tenant for taxes, interest or penalties, whether federal, state, local or foreign, no tax examination of Tenant is being conducted by federal, state, local or foreign agents, and there is no valid basis for the assertion of any claim for taxes, interest or penalties against Tenant which have not been paid, except for taxes, if any, incurred in the ordinary course that are not yet due.

(g) No Delinquent Obligations. Neither Tenant nor its members or managers have any delinquent accounts of any type or nature with the City of Bridgeport, including, with limitation, real property or personal property tax accounts.

(h) Good Standing. Tenant is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Connecticut and authorized to do business in the State of Connecticut.

(i) Member of Tenant. Tenant represents and warrants to the Landlord that **Howard Saffan** is the sole member of Tenant.

(j) Laws. Tenant represents and warrants to the Landlord that it shall comply with all Laws as the same relate to or have jurisdiction over this Agreement and/or the Demised Premises, including, without limitation, C.G.S. Chapter 130.

(k) Best Knowledge; Received Written Notice. Whenever a representation, warranty or other statement is made in this Agreement on the basis of the best of knowledge of Tenant, or is qualified by Tenant having received written notice, such representation, warranty or other statement is made with the exclusion of any facts disclosed to or otherwise known by the Landlord, and is made solely on the basis of the actual, as distinguished from implied, imputed and constructive, knowledge on the date that such representation or warranty is made, without inquiry or investigation or duty thereof, of **Howard Saffan**, who, at the time of execution of this

Agreement, has the primary responsibility for the development of the Demised Premises, without attribution to such specific individuals of facts and matters otherwise within the personal knowledge of any other members, managers, or employees of Tenant or of any of their respective members or Affiliates or of any third party, and excluding, whether or not actually known by such specific individuals, any matter known to the Landlord. So qualifying Tenant's knowledge shall in no event give rise to any personal liability on the part of **Howard Saffan** or any other member, manager, or employee of Tenant or any of their respective members or Affiliates.

ARTICLE 8

FINAL SITE PLAN REVIEW BY LANDLORD AND CONSTRUCTION OF FUTURE ALTERATIONS

Section 8.1 Submission/Approval of Demised Premises. Landlord agrees not to unreasonably withhold its consent to the siting of the Billboard to be constructed on the Demised Premises. A preliminary site plan has been submitted to the Landlord and is attached hereto as **Exhibit 3** (the "**Site Plan**") which Site Plan is acceptable to Landlord, provided, however, that the Tenant, upon the receipt of all Governmental Approvals required for the Billboard and other improvements, shall submit a final A-2 survey of the Demised Premises showing the location of the Billboard, the area of the Temporary Air Rights applicable to the Billboard panels, access to the Demised Premises, utility access points, elevation of the Billboard, distance from the Arena billboard, and such other information as the Landlord may reasonably require, and such final A-2 survey shall be recorded in the Bridgeport Land Records and shall be attached hereto and become part hereof as revised **Exhibit 3** (the "**Revised Site Plan**").

Section 8.2 Future Alterations. Tenant agrees that, following the completion of the Billboard, any and all plans for future alterations, additions, or improvements the Tenant seeks to be made to the Demised Premises consistent with the Permitted Use that are not shown on the Revised Site Plan, which are either (i) not specifically referenced in the Sublease or (ii) requires building permits or other land use approvals, shall be subject to the review and approval of Landlord in the exercise of Landlord's commercial business judgment.

Section 8.3 Assignment and Subletting. Landlord acknowledges that during the term of the Ground Lease, Subtenant shall be permitted to assign its interest in the Demised Premises and sub-sublet all or a portion of the Demised Premises to sublet certain aspects of its operations to an affiliate consistent with the Permitted Use without the Landlord's consent, provided, however, that Tenant shall promptly provide Landlord with written notice of any such assignment prior to the occurrence of the same. During the term of this Ground Lease, Landlord further acknowledges and agrees to deliver an estoppel certificate to any proposed assignee of Tenant's or Subtenant's interest in the Demised Premises confirming whether any defaults exist by Landlord or Tenant under this Ground Lease, the number of Renewal Terms that remain unexercised under this Ground Lease and any other information that such proposed assignee may reasonably request be included in the estoppel certificate. Landlord shall deliver any such estoppel

certificate to the requesting party within thirty (30) days of receiving a request for the same.

ARTICLE 9

LEASEHOLD FINANCING

Section 9.1 Leasehold Mortgages Permitted. Each of Tenant and Subtenant may encumber its applicable leasehold interest in the Demised Premises and (as applicable) all of Tenant's rights under this Lease and all of Subtenant's rights under the Sublease, respectively, to, inter alia, finance the acquisition of Tenant's or Subtenant's leasehold interest in the Demised Premises and/or finance construction of improvements it is permitted to make to the Demised Premises pursuant to this Ground Lease (each, a "**Leasehold Financing**"). Landlord agrees to cooperate with any of Tenant's or Subtenant's efforts to obtain such Leasehold Financing by delivering a lender recognition agreement or an estoppel certificate confirming whether any defaults exist by Landlord or Tenant under this Ground Lease, the number of Renewal Terms that remain unexercised under this Ground Lease and any other information that the proposed leasehold mortgage lender may reasonably request. Landlord shall deliver any such document to the requesting party within thirty (30) days of receiving a request for the same.

Section 9.2 Landlord To Join in Financing or Recognize in Writing Leasehold Mortgagee's Rights. In addition to executing an estoppel certificate upon the request of any proposed leasehold mortgagee in connection with any such Leasehold Financing, any of Tenant or Subtenant pursuing such Leasehold Financing may require Landlord, and Landlord hereby agrees, to either:

(a) acknowledge in writing the existence or commencement of the leasehold mortgage or other financing instrument executed by any of Tenant or Subtenant or Subtenant encumbering such party's leasehold interest in the Demised Premises; and

(b) execute an agreement with any such leasehold mortgagee, in recordable form and otherwise in form and substance satisfactory to such party, providing in pertinent part that:

(1) Landlord will give such leasehold mortgagee notice of any default by Tenant under this Ground Lease and a reasonable opportunity to cure such default; provided, however, that such party shall have no obligation to effect a cure of Tenant's default by reason of receipt of such notice;

(2) That in the event such mortgage is foreclosed upon by such leasehold mortgagee and the applicable leasehold estate of Tenant or Subtenant is acquired by the mortgagee or an independent third party as the result of a foreclosure sale under the leasehold mortgage, this Ground Lease will survive any such foreclosure

and Landlord will permit such acquiring mortgagee or independent third party to become the substituted "Tenant" under this Ground Lease, provided that such leasehold mortgagee or third party first assumes in writing all obligations, covenants and undertakings of Tenant under this Ground Lease, effective from and after the date such acquiring mortgagee or independent third party becomes the "Tenant" under this Lease (the "**Assumption Obligations**"). Notwithstanding anything above to the contrary, such leasehold mortgagee's or other third party's liability under this Ground Lease shall be limited to the period of time during which such mortgagee or third party is the holder of the leasehold estate created by this Ground Lease, and such leasehold mortgagee or other third party shall not be liable for any delinquent Rent or other consideration owed by Tenant under this Ground Lease that accrued prior to the date that such leasehold mortgagee or third party became the "Tenant" hereunder.

(3) Neither Landlord nor Tenant may materially modify this Ground Lease in violation of any agreement made in connection with a Leasehold Financing or terminate the same without prior written notice to the applicable leasehold mortgagee;

(4) That Landlord shall not accept any surrender or agree to any termination of this Ground Lease without such leasehold mortgagee's prior written consent and that if, for any reason, Tenant surrenders this Ground Lease, or this Ground Lease is terminated before the end of its Term for any reason, such leasehold mortgagee shall have the right to become the Tenant for the balance of the Term or to assign such right to a third party, provided that the mortgagee or the third party assumes the Assumption Obligations.

(5) Landlord hereby agrees that if any leasehold mortgagee to whom Tenant or Subtenant proposes to make a leasehold mortgage on such party's applicable leasehold interest in the Demised Premises shall require as a condition to making any loan secured by such leasehold interest that Landlord agree to modifications of this Lease, then Landlord agrees that it will enter into modifications that are required by such leasehold mortgagee provided that such changes do not materially change the dimensions of the Demised Premises, decrease the Rent payable or other consideration due to Landlord hereunder, materially abridge or enlarge the terms of the Ground Lease, require the expenditure of funds by Landlord which Landlord is not obligated to expend under the terms of this Ground Lease, materially modify Landlord's rights, remedies or obligations under this Ground Lease in any other way, and pay for all of Landlord's reasonable costs and reasonable attorneys' fees in connection with such modification to this Ground Lease.

Section 9.3 New Lease in the Event of Bankruptcy. If, at any time during the Term of this Ground Lease, Tenant files for bankruptcy protection under the Bankruptcy Code or any successor statute thereto, or under any statute pursuant to which Landlord may reject this Ground Lease, and Landlord does in fact reject this Ground Lease, Landlord shall enter into a new lease with such leasehold mortgagee on identical terms to those contained in this Ground Lease for the remainder of the Term provided for hereunder. In such circumstances, the mortgagee shall have the right to transfer its

rights under the new Lease to a third party, provided, however, that such third party agrees in writing to assume all obligations of such leasehold mortgagee, as the tenant under the Ground Lease, from and after the date of the assignment to the Landlord's reasonable satisfaction.

Section 9.4 Limitations on Landlord's Liability. In the event Landlord joins in a leasehold mortgage permitted hereunder, such mortgage must contain a provision that the mortgagee recognizes it to be a fact that the joinder by Landlord in the mortgage is primarily for the purpose of creating a mortgage lien against the Tenant's or Subtenant's (as applicable) leasehold interest in the Demised Premises and that no liability, personal or otherwise, shall ever attach to or judgment be sought or obtained against Landlord by reason of Landlord's joinder in the mortgage.

Section 9.5 Limitations on Leasehold Mortgagee's Liability. No leasehold mortgagee shall be or become liable to Landlord as an assignee of this Ground Lease or otherwise until it expressly assumes by written instrument such liability (in which event the mortgagee's liability shall be limited to the period in which it is the holder of the leasehold estate created by this Ground Lease), and no assumption shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof, provided, however, that nothing in this Section 9.5 shall be deemed to prevent Landlord from exercising the remedies contained in this Ground Lease if the obligations of such foreclosing mortgagee as Tenant under this Ground Lease are not subsequently performed.

No person who acquires title to, or other rights in, the Demised Premises or this Ground Lease solely by virtue of a mortgage, collateral assignment, security agreement, or similar security instrument shall have any liability under this Ground Lease except as provided in this Article 9, notwithstanding that such security instrument may provide for a present assignment of Tenant's rights under this Ground Lease to the mortgagee.

Landlord acknowledges that nothing in this Article 9 shall permit Landlord to, and by execution hereof, Landlord acknowledges that Landlord is expressly prohibited from, encumbering its fee simple interest in the Demised Premises with a mortgage during the Term.

ARTICLE 10

TENANT INDEMNIFICATION AND INSURANCE

Section 10.1 Indemnification.

(a) Tenant covenants and agrees that it shall contractually require the Subtenant and its interest in the Demised Premises to be subject to the terms and conditions of this Ground Lease to the same extent as Tenant is subject. Tenant agrees to 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, claimed against,

incurred or paid by Landlord arising out of: (i) Tenant's failure to materially perform and comply with any of its covenants, representations, agreements and obligations arising under this Ground Lease, or (ii) the material inaccuracy of any representations, warranties, covenants or agreements made by Tenant to Landlord or any other governmental agency, commission, board or other entity related to the Demised Premises or pursuant to the terms of this Ground Lease, or (iii) Tenant's gross negligence or willful misconduct on the Demised Premises or in connection with its use and occupancy thereof.

(b) 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.

The provisions of this Section 10.1 shall survive the expiration or early termination of the Ground Lease.

Section 10.2 Insurance Requirements. The following insurance coverage is required to be maintained at all times by the Tenant, the Subtenant, any and all contractors involved in constructing the Billboard and improvements, and any actual user of the Demised Premises and the Tenant shall ensure that the Landlord is named **by policy endorsement** as an additional insured with respect to liability coverages and excess coverages but not as to workers compensation insurance on all coverages required from all parties identified herein. Tenant shall procure, present to the Landlord, and maintain in effect or cause the Subtenant, for the Term, or the duration of such parties' presence on or at the Demised Premises, without interruption the insurance coverages identified below, which may be satisfied by primary and excess coverages combined, with reputable insurers licensed to conduct business in the State of Connecticut and reasonably acceptable to Landlord, such evidence of insurance to be given to the Landlord at: Director, Office of Planning and Economic Development, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604:

(a) 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 with limitations of a minimum \$10,000,000 per occurrence and \$5,000,000 property damage.

(b) Automobile liability insurance covering all owned, hired and non-owned vehicles 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 business. Coverage will be broad enough to include contractual liability, with limitations of

\$5,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

(c) 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; and

(d) Umbrella coverage in an amount equal to Ten Million Dollars (\$10,000,000).

Section 10.3 General Requirements. All policies shall include the following provisions:

(a) General Provisions: Each policy shall have commercially reasonable deductibles in light of the contemplated use of the Demised Premises. 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 10 shall be issued by reputable insurers licensed to do business in the State of Connecticut.

(b) 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 **by policy endorsement** to be given to the Landlord at: Director, Office of Planning and Economic Development, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

(c) Certificates of Insurance - All policies will be evidenced by original certificates of insurance ("**Certificates**") executed by a duly-authorized representative of the insurer or by the insurance agent delivered to Landlord prior to Tenant or Subtenant entering upon or taking occupancy of the Demised Premises or performing any work thereon (as applicable), and within thirty (30) days following any material change or removal of the applicable insurance policies.

Section 10.4 Tenant Responsible. Landlord shall not be liable for any theft from or damage to the Demised Premises nor for any damage caused by any persons in or about the Demised Premises, or caused during construction of any private, public or quasi-public work. All property of Tenant or Subtenant at or about the Demised Premises shall be installed, used, or enjoyed at the risk of Tenant or Subtenant only, as applicable.

Section 10.5 No Abatement of Rent or Cessation of Other Consideration. Tenant shall not be entitled to any abatement of Rent or suspension or reduction of any other consideration provided to Landlord hereunder, nor shall its obligations under this Ground Lease be terminated during the Term hereof, notwithstanding any destruction or damage to any improvements located on the Demised Premises by any cause whatsoever.

ARTICLE 11

CONDEMNATION

Section 11.1 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 Demised Premises 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 Demised Premises, considered as vacant and unimproved land, such value being hereinafter referred to as the "Land Value" together with the value of Landlord's improvements existing as of the Commencement Date of the Ground Lease. Landlord shall also be entitled to costs and any interest awarded in the condemnation proceeding proportionately attributable to the above.

(b) During all the Term herein demised, Tenant shall be entitled to recover the fair market value of its leasehold interest and any improvements.

(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 Demised Premises 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 the dispute resolution process set forth herein.

Section 11.2 Definition of Entire Taking. If title to the whole or materially all of the Demised Premises shall be taken or condemned, this Lease shall cease and terminate, and all Rent, additional rent and other consideration 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 Demised Premises, a taking of such scope that the untaken portion of the Demised Premises is insufficient to permit the restoration of the then-existing improvements thereon to provide for the continuing use of the Billboard. In the event of an Entire Taking by Landlord or the City as condemning authority, the Landlord shall be responsible for providing an alternative area of land in close proximity to the Demised Premises for placement of another billboard, upon substantially similar terms and conditions of this Ground Lease, but not otherwise, which replacement land shall be acceptable to the Tenant.

Section 11.3 Partial Taking. In the event of a partial taking or condemnation, i.e., a taking or condemnation of less than materially all of the Demised Premises, this

Ground Lease (except as hereinafter provided) shall nevertheless continue, but the annual net Rent and other consideration owed by Tenant shall thereafter be reduced in the ratio that the rental value of the portion of the Demised Premises taken or condemned bears to the rental value of the entire Demised Premises at the time of the taking or condemnation. If more than one-half of the area of the Demised Premises is taken, it shall be deemed an "entire taking."

That portion of the award in any partial taking shall be made in accordance with the rights of the parties set forth in Section 11.1 hereof.

Section 11.4 Disputes. All claims and disputes arising under this Article 11, if they cannot be resolved informally by the parties, shall be resolved by a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

Section 11.5 Temporary Taking. If the whole or any part of the Demised Premises or of Tenant's interest under this Ground Lease be taken or condemned by any competent authority for its or their temporary use or occupancy, this Ground 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 the Rent and all additional rent and other charges payable or consideration due 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 make 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 Ground 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 Demised Premises and the restoration thereof to the condition immediately prior to the taking or condemnation. If the Landlord or the City is the condemning authority and temporary taking negatively impairs Tenant's operation of its business at the Amphitheater, Landlord shall provide a substantially similar temporary replacement property in close proximity to the Amphitheater upon substantially similar terms and conditions of this Ground Lease but not otherwise.

ARTICLE 12

PAYMENT OF TAXES

Section 12.1 Payment of Personal Property Taxes. Tenant shall be responsible for any and all personal property taxes, charges, and assessments levied, imposed or assessed against the improvements made to the Demised Premises during the Initial Term or any Renewal Term of this Ground Lease by governmental authorities upon the Demised Premises.

Section 12.2 Tenant to Provide Evidence of Payment. Tenant shall furnish Landlord within thirty (30) days after the date when any property tax would become delinquent, with evidence satisfactory to Landlord, evidencing the payment thereof. A certificate, receipt or bill of the appropriate official authorized to make or issue the same or to receive payment of any such tax, shall be prima facie evidence that such tax is due and unpaid or has been paid at the time of the making or issuance of such certificate, receipt or bill.

ARTICLE 13

DEFAULT BY TENANT

Section 13.1 Landlord's Rights Upon Tenant's Default. Upon the occurrence and during the continuance of any of the following events (each an "**Event of Default**") Landlord shall be entitled to pursue the remedies set forth in Section 13.2 below:

(a) Tenant fails to fully and timely pay any or all sums payable under this Ground Lease, whether as Rent or Additional Rent or other assessments, or any other charges whatsoever, including Tenant's obligation to ensure that Subtenant discloses and makes subject to Landlord's audit rights an accounting of the Gross Revenues earned by the Tenant (the Landlord being willing to enter into a non-disturbance agreement ("**NDA**") with the Subtenant in order to protect its business confidential and proprietary information), and said default continues for thirty (30) days after written notice from Landlord to Tenant specifying the items in default.

(b) Tenant violates any term or conditions of this Ground Lease on its part to be performed and said default continues for thirty (30) days after written notice from Landlord to Tenant specifying the items in default. If such term or condition cannot be reasonably remedied in thirty (30) days, Tenant shall not be in default if Tenant commences to remedy such situation in thirty (30) days and diligently pursues in good faith the same until the default is cured.

(c) Tenant makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, files a petition in bankruptcy, is voluntarily adjudicated insolvent or bankrupt or admits in writing the inability to pay debts as they mature, or commences any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or subsequently in effect.

(d) If any case, proceeding, or other action is commenced against Tenant seeking to have an order for relief entered against Tenant as debtor or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, and the same is not discharged within 120 days after filing.

(e) A court of competent jurisdiction enters an order for relief against Tenant, or an order, judgment or decree is entered appointing, with or without the consent of any of Tenant, a receiver, trustee, custodian or similar officer for Tenant, or for the Demised Premises.

Section 13.2 Landlord's Remedies. Upon the occurrence and during the continuance of an Event of Default beyond any applicable grace or cure period provided Landlord shall be entitled to:

(a) terminate this Ground 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 Demised Premises 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 Demised Premises whether by summary proceedings or action or proceedings at law or equity, and remove Tenant and anyone seeking to claim rights or interest in the Demised Premises 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) take, hold, and use all, but only all, of the Demised Premises for its own account, in which event Tenant shall forthwith pay to Landlord any and all reasonable costs, expenses, fees, attorneys' fees, and losses incurred by Landlord in recovering the Demised Premises 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 legal possession of the Demised Premises for which purposes Landlord shall be entitled to recover said sums from Tenant by any or all remedies available at law and in equity.

Section 13.3 Landlord's Remedies Cumulative. The remedies set forth in this Ground Lease are cumulative and not exclusive, and are in addition to and not in substitution for any remedies available at law or in equity.

Section 13.4 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 Default, 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 Ground 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 13.5 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 and Landlord shall be entitled to be reimbursed for its out-of-pocket costs and expenses, including reasonable attorneys' fees in the same manner as set forth in Section 13.2(b).

Section 13.6 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 Ground 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 Ground Lease, or to cause any default of Tenant under this Ground 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 Ground Lease with the same force and effect as though performed by Tenant.

ARTICLE 14

SURRENDER

Section 14.1 Tenant's Duty to Surrender. On the expiration or earlier termination of this Ground Lease or any extension thereof, Tenant shall deliver possession of the Demised Premises, in such order and state of repair as provided herein.

ARTICLE 15

HOLDOVER

Section 15.1 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 Ground Lease, at the option of Landlord, Tenant shall be deemed to be in occupation as a month-to-month tenant at the then-current market rental rate for similar properties in Bridgeport, Connecticut, but nothing in this Ground 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 Demised Premises beyond the date of expiration of this Ground Lease or any earlier termination of this Ground Lease.

ARTICLE 16

NO LANDLORD LIABILITY

Section 16.1 No Landlord Liability. Landlord shall not be liable for any loss or damage to the Demised Premises, the Sublease improvements or any other improvements to the Demised Premises or to any property of Tenant or any other person thereon, anything in this Ground Lease to the contrary notwithstanding.

ARTICLE 17

RIGHT OF ENTRY

Section 17.1 Landlord's Right of Entry. Landlord expressly reserves and shall have the right by itself, its agents and servants to enter into and upon the Demised Premises during normal business hours for the purpose of inspecting same, provided such inspection does not materially impair Tenant's use and occupancy thereof or at any time without notice in the event of an emergency.

ARTICLE 18

SUBORDINATION, ATTORNMENT AND ESTOPPEL

Section 18.1 Subordination to Easements and Restrictions. This Ground Lease shall be subject to any and all easements and restrictions now of record, and to any and all utility easements hereafter affecting the Demised Premises after the Commencement Date.

Section 18.2 Attornment. Tenant hereby agrees that in the event of sale or assignment of Landlord's interest in the Demised Premises, whether by act of Landlord, by operation of law or otherwise, Tenant shall attorn to any new owner upon any such event and recognize such person, firm or entity as the owner of the Demised Premises as the "Landlord" under this Ground Lease, without modification of any of the terms hereof.

Section 18.3 Estoppel. At any time, and from time to time upon not less than thirty (30) 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 Ground 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 the dates to which the Rent have been paid in advance, stating whether there are any offsets to Tenant's obligation to pay Rent or give other

consideration hereunder and describing them, if any, 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 Ground 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 19

NOTICES

Section 19.1 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 Ground 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:

Director,
Office of Planning and Economic Development
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

With copy to:

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

(b) To Tenant:

Manager,
Harbor Yard Amphitheater, LLC

With copy to:

ARTICLE 20

MISCELLANEOUS

Section 20.1 Waiver Effective Only If In Writing. No waiver by either party to this Ground Lease of any condition or term of this Ground Lease shall be effective unless it is in writing and signed by the party entitled to enforce such condition or term, nor shall any such waiver constitute a further waiver by such party of the same or any other condition or term hereunder.

Section 20.2 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 Ground 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.

Section 20.3 All Prior Understandings and Writings Merged. All prior understandings and agreements between the parties are merged into this Ground Lease, which alone fully and completely sets forth the understanding of the parties, and this Ground 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.

Section 20.4 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.

Section 20.5 Applicable Law. This Ground Lease shall be governed and construed in accordance with the laws of the State of Connecticut.

Section 20.6 Captions. The paragraph or section captions in this Ground Lease are for convenience and reference only, and neither define, limit nor describe the scope or intent of this Ground Lease nor in any way affect this Ground Lease.

Section 20.7 Table of Contents. The Table of Contents preceding this Ground Lease, if any, 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 Ground Lease, nor as supplemental thereto, or amendatory thereof.

Section 20.8 Prevailing Party Attorneys' Fees. In the event that a dispute arises under this Ground Lease, the prevailing party shall be entitled to recover against the non-prevailing party, all of its reasonable enforcement costs, court costs and attorneys' fees incurred at all trial and appellate levels.

Section 20.9 Counterparts. This Ground Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original.

Section 20.10 Memorandum of Ground Lease. Within five (5) business days of the Execution Date, the Commencement Date or such other date mutually agreed to between the Landlord and the Tenant, the Tenant shall cause a Memorandum of Ground Lease to be recorded in the Bridgeport Land Records in accordance with Connecticut statute.

Section 20.11 Dispute Resolution. All disputes between the parties under this agreement, if they cannot be resolved informally, shall be resolved by a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

Section 20.12 No Joint venture. Nothing in this Ground 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.

Section 20.13 Force Majeure Event and Force Majeure Extension. The Parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a local, state or national emergency; unavailability of labor or materials; strikes or similar work stoppages; enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any party's ability to perform its respective obligations under this Agreement; actions by other persons beyond the exclusive control of the party claiming hindrance or delay, suits or other challenges seeking to stop, hinder or delay development or construction of all or any portion of the Demised Premises; or the inability to obtain or delays in obtaining governmental permits or approvals (each, a **Force Majeure Event**"). If a party, in good faith, believes that a hindrance or delay has occurred as a result of a Force Majeure Event, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's

performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance and such party shall automatically be provided with a one-day extension for each day of delay resulting from the applicable Force Majeure Event ("**Force Majeure Extension**"). Notwithstanding notification of a claim of the occurrence of a Force Majeure Event and the resulting hindrance or delay suffered by one Party, such request shall not: (a) alleviate the impaired Party from using good faith, commercially reasonable efforts to continue with the performance required by it hereunder or (b) affect, impair or excuse the other Party from the performance of its obligations hereunder unless, as a result of the occurrence of the Force Majeure Event its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of a Force Majeure Event and the resulting hindrance or delay: (i) shall automatically extend all related and/or impacted timelines and/or deadlines provided in this Agreement and the Party claiming such extension shall provide written notice to the other of the applicable dates to be extended, (ii) may constitute a change in the obligations of the Parties or compensation, for example, and may result in the need to modify this Agreement accordingly and the Parties shall use good faith, commercially reasonable efforts to agree upon such alternative. The provisions of section 20.14 shall survive Closing.

[SIGNATURE PAGE FOLLOWS]

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: _____
Name: _____
Title: _____

Witness

TENANT:

**HARBOR YARD AMPHITHEATER, LLC, a
limited liability company**

Witness

By: _____
Name: _____
Title: _____

Witness

Description of Former Pequonnock Apartments Property

ALL THAT CERTAIN piece or parcel of land, together with the buildings and all other improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, known as Pequonnock Apartments, formerly MR-44, now known as CT 26 P001 046, and located on Lafayette Street, Allen Street, Broad Street and South Frontage Road, and more particularly described as follows:

Beginning at a point in the Southeast corner of the parcel herein described, which point is indicated by a monument located at the junction of the North street line of Allen Street and the West street line of Broad Street; thence running in a generally Westerly direction along the North street line of Allen Street a distance of 441.39 feet, more or less, to a monument at the junction of the North street line of Allen Street and the East street line of Lafayette Street; thence continuing in a general Northerly direction along the East street line of Lafayette Street, a distance of 240.00 feet, more or less, to a monument set in said East street line of Lafayette Street; thence continuing along the division line between land now or formerly of the State of Connecticut and the parcel herein described, following the arc of a circle having a radius of 30 feet, and deflecting to the right to a point which designates the PRC of a curve, the said point being 25 feet Southerly from and measured radially to the base line of South Frontage Road, as shown on a Connecticut State Highway Map, dated April, 1955, Revised September, 1955, Greenwich-Killingly Expressway Map, identified as Sec. No. 311, Town No. 15, Project No. 31, Serial No. 333 – Sheet 1 of 1; thence continuing in a general Easterly direction along a line which is 25 feet Southerly from and concentric with said base line of South Frontage Road to a point opposite station 12 plus 50, as shown on said State Highway Map, a distance of 530 feet, more or less; thence continuing Southeasterly in a straight line 33 feet, more or less, to a point in the Westerly street line of Broad Street, said point being 50 feet Southerly from and measured radially to said base line of South Frontage Road, as shown on said State Highway Map; thence continuing by and along the Westerly street line of Broad Street, in a general Southerly direction, a distance of 481.32 feet, more or less, to the Northwest corner of the intersection of Broad Street and Allen Street, which is the point of beginning.

LESS AND EXCEPTING THEREFROM that certain parcel of land, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, on the southeasterly side of the Frontage Road at Lafayette Street, and containing 0.09 of an acre, more or less, bounded and described as follows:

Beginning at a point in the present southeasterly street line of the Frontage Road, said point being 26 feet southeasterly from and measured radially to the base line of the reconstruction of the Frontage Road;

Thence along land now or formerly of the State of Connecticut, southwestery, along a line which is 26 feet southeasterly from, concentric and parallel with said base line, 373 feet, more or less, to a point; and southwestery and southerly, along the arc of a circle having a radius of 30 feet and deflecting to the left, 29 feet, more or less, to a point in the easterly street line of Lafayette Street;

Thence northerly and northeasterly, along said easterly street line, the curved line joining said easterly street line with the southeasterly street line of the Frontage Road and said southeasterly street line, each in part, 418 feet, more or less, to the point of beginning.

For a more particular description of the above-described premises, reference is made to a map entitled, "Town of Bridgeport, Map Showing Land to be Transferred From State Public Works Dept. to The State Highway Dept., I-95 & Relocation of Route 25 (Limited Access Highway), Scale 1"=40', Feb. 1965, Rev., Howard S. Ives, Highway Commissioner", which map is filed in Map Volume 32, Page 43, in the Bridgeport Town Clerk's Office.

FURTHER EXCEPTING THEREFROM that certain parcel of land situated in the City of Bridgeport,

County of Fairfield, and State of Connecticut, on the southeasterly side of Present South Frontage Road, and bounded:

- NORTHWESTERLY: by Present South Frontage Road, 482 feet, more or less;
- NORTHERLY: by Present South Frontage Road and Present Broad Street, each in part, 60 feet, more or less;
- SOUTHERLY: by owners' remaining land, 38 feet, more or less, by a line designated "Taking Line" as shown on the map hereinafter referred to;
- SOUTHEASTERLY: by said remaining land, a total distance of 448 feet, more or less, by said "Taking Line", as shown on said map;
- EASTERLY: by said remaining land, 24 feet, more or less, by said "Taking Line", as shown on said map;
- WESTERLY: by Present Lafayette Street and Present South Frontage Road, each in part, 33 feet, more or less.

And said parcel of land contains 6,621 square feet, more or less, together with all appurtenances and more particularly appears on a certain map entitled, "TOWN OF BRIDGEPORT MAP SHOWING LAND ACQUIRED FROM THE HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION INTERSTATE RTE. 95 (LIMITED ACCESS HIGHWAY) SCALE 1 : 500 MARCH 13, 1996 JAMES F. BYRNES, JR. - TRANSPORTATION CHIEF ENGINEER BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS" (15-264-12) Revised 8/29/96, which map is filed in the Bridgeport Town Clerk's Office in Map Volume 52 at Page 99.

Legal Description of Demised Premises

**See "Improvement Location Survey—Proposed"
Dated 3/13/21 by
Godfrey Hoffman Hodge, LLC**

Council Resolution Approving Ground Lease

[to be added]

**FORM OF
NON-DISTURBANCE AGREEMENT**

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 202__, by and between HARBOR YARD AMPHITHEATER, LLC, a Connecticut limited liability company ("Tenant" or "Ground Lessee"), OUTFRONT Media, LLC, a Delaware limited liability company ("Subtenant") and CITY OF BRIDGEPORT, a municipal body corporate and politic organized and existing under the laws of the State of Connecticut ("Landlord" or "Ground Lessor").

WITNESSETH:

WHEREAS, the Landlord and the Tenant have entered into that certain Ground Lease dated _____, 202__ (the "Ground Lease") whereunder Ground Lessor has ground leased to the Tenant certain property located at _____ in Bridgeport, Connecticut, as further described in the Ground Lease (the "Property" or the "Demised Premises"); and

WHEREAS, the Tenant and the Subtenant have entered into that certain Sublease dated _____, 202__ (the "Lease") pursuant to which Subtenant is leasing the Project Site from the Tenant.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SUBORDINATION**. Subject to the terms and conditions of this Agreement, the Lease and the Subtenant's rights thereunder shall be subject and subordinate to the Ground Lease.

2. **NONDISTURBANCE**. So long as Tenant is not in default of the Lease after notice and the time to cure as provided for in the Lease, Ground Lessor agrees for itself and its successors in interest that, in the event the Ground Lease is terminated for any reason whatsoever, Subtenant's possession of the Property as described in the Lease and Subtenant's other rights under the Lease will not be disturbed during the term of the Lease, including any extensions thereof exercised pursuant to the terms of the Lease and that Ground Lessor (or its successor) will recognize and abide by the provisions of the Lease and the Subtenant's rights thereunder that are not inconsistent with or contrary to the other provisions of the Ground Lease.

3. ATTORNMEN. Subject to (i) Ground Lessor's (or its successor's) full compliance with the conditions relating to non-disturbance as set forth in paragraph 2 above and (ii) the performance by Ground Lessor (or its successor) of all obligations of the Landlord under the Lease with respect to obligations arising and accruing from and after the date that the Ground Lease is terminated, Subtenant agrees to attorn to, accept and recognize Ground Lessor (or its successor) as the Landlord under the Lease for the then-remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. Subtenant agrees to execute and deliver, at any time and from time to time, upon the request of Ground Lessor (or its successor), any reasonable instrument which may be necessary or appropriate to evidence such attornment. It is agreed, however, that Ground Lessor (or its successor) shall not be (a) liable for any act or omission of Landlord, unless Subtenant has delivered notice of the breach to Ground Lessor (or its successor) and the breach is continuing at the time the Ground Lease is terminated; or (b) subject to any offsets or defenses that Subtenant might have against Landlord, other than offsets or defenses specifically authorized in the Lease; or (c) bound by any rent or additional rent that Subtenant might have paid for more than one month in advance to Landlord, unless the same is so required under the Lease; or (d) bound by an amendment or modification of any material provision of the Lease made after the date of this Agreement without the prior written consent of Ground Lessor (or its successor), which consent shall not be unreasonably withheld, delayed or conditioned; or (e) liable for return of any security deposit which was not delivered to Ground Lessor (or its successor).

4. NOTICES. All notices called for herein to be given shall be given by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Ground Lessor:

Director
Office of Planning and Economic Development
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

With copy to:

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

To Tenant:

Manager,
Harbor Yard Amphitheater, LLC

With copy to:

To Subtenant:

With a copy to:

5. SUCCESSORS AND ASSIGNS. The obligation and rights of the parties pursuant to this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

6. LAW GOVERNING. This Agreement shall be governed by the laws of the State of Connecticut.

[Text Ends – Signatures Commence on Following Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above written.

HARBOR YARD AMPHITHEATER, LLC

By: _____
Its: _____

“Tenant”

OUTFRONT MEDIA, LLC

By: _____
Its: _____

“Subtenant”

CITY OF BRIDGEPORT

By: _____
Its: _____

“Ground Lessor”

ADD ACKNOWLEDGEMENTS

Exhibit 3

A-2 Survey of Demised Premises

**See "Improvement Location Survey—Proposed"
Dated 3/13/21 by
Godfrey Hoffman Hodge, LLC**

Commencement Date Letter

[to be added]

Item #126-19

Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of a Tax Incentive Development Agreement for 515 West Avenue).



Report
of
Joint Committee
on

Economic Community and Development and
Environment & Contracts

City Council Meeting Date: May 3, 2021

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: [Signature]
Joseph P. Garbin, Mayor

Date Signed: 5/6/21

RECEIVED
CITY CLERKS OFFICE
21 MAY - 7 PM 12:44

ATTEST
CITY CLERK _____



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 126-19

**RESOLUTION MAKING CERTAIN FINDINGS
REQUIRED BY THE
CITY AND TOWN DEVELOPMENT ACT
As Precursor to Consideration of a Tax Incentive Development Agreement
for 515 West Avenue**

WHEREAS the *Connecticut City and Town Development Act* (Chapter 114 of the *Connecticut General Statutes*, herein referred to as the "**Act**") allows municipalities to exercise certain economic development powers; and

WHEREAS the Act requires that in connection with, and as precursor to, the exercise of any such powers, the City Council must make certain findings as are more particularly detailed within the *Act*, in Section 7-485 of the *Connecticut General Statutes* (see Attachment A); and

WHEREAS, the City's Office of Planning and Economic Development has presented to the City Council via separate resolution a Tax Incentive Development Agreement for the mixed-income, mixed-use affordable housing development at 515 West Avenue (the "**Agreement**"); and

WHEREAS, the City Council wishes to consider the Agreement pursuant to the provisions of the Act; and

NOW THEREFORE BE IT RESOLVED that the Bridgeport City Council hereby makes the following eight findings and determinations:

- (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing;
- (2) Conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties;
- (3) Private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 126-19

-2-

(4) The need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter;

(5) Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;

(6) A feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit;

(7) Development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services;

(8) The acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

Attachment A



City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 126-19

-3-

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Matthew McCarthy, D-130th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Samia Suliman, D-138th

Ernest Newton, D-139th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: May 3, 2021

Sec. 7-485. Required municipal findings and determinations. Discretionary referendum. (a) No power granted to a municipality under this chapter may be exercised unless and until the municipality shall have found and determined by resolution that conditions substantially as described in section 7-481 exist in the municipality, are continuing and may be ameliorated by the exercise of the powers granted under this chapter. Such resolution shall include the following findings and determinations and the following standards for the implementation of the powers granted under this chapter: (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing; (2) conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties; (3) private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties; (4) the need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter; (5) adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property; (6) a feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit; (7) development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; (8) the acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

(b) Each resolution adopted pursuant to subsection (a) of this section may be submitted to the electors of the municipality for their approval. If the legislative body of a municipality votes to submit a resolution to the electors of the municipality, not later than fourteen days after the adoption of such resolution a copy of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted together with a notice of the time that a referendum shall be held on the question of approval of such resolution. The question of approval of such resolution shall be submitted to the electors of such municipality at a special election called for such purpose to be held not less than thirty days, nor more than sixty days, after adoption of such resolution, in conformity with the provisions of section 9-369 or, if a regular municipal election is to be held more than sixty days, but not more than one hundred twenty days, after the adoption of such resolution, such question shall be so submitted at such regular election and a vote thereon shall be taken in the manner prescribed by said section 9-369. If a majority of those voting in any such

referendum vote to approve such resolution, such resolution shall thereupon become effective. If less than a majority of those voting in any such referendum vote to approve such resolution, it shall become null and void.

(c) Any resolution adopted pursuant to this section shall specify the period for which such resolution shall be effective, provided no such resolution shall be effective for a period in excess of five years from the effective date of such resolution. Upon the expiration of the effective period of any resolution adopted pursuant to this section: (1) Any indebtedness contracted, encumbrances made or commitments entered into by a municipality by resolution or contracts executed pursuant to resolution, including all proceedings related thereto, shall be valid and binding in accordance with their terms respectively and shall be of full force and effect if incurred, adopted or executed respectively during the period in which such resolution referred to in this section is effective and the municipality shall have all powers herein conferred with respect thereto notwithstanding the expiration of such period; and (2) the municipality which adopted such resolution shall not be authorized to exercise any powers created by this chapter, provided any such municipality shall be authorized to continue to exercise all powers created by this chapter in regard to any development property in regard to which any contract or lease has been previously entered into by such municipality with a sponsor or in regard to which any bonds or notes have been issued by such municipality.

(July Sp. Sess. P.A. 75-2, S. 6, 25; P.A. 16-133, S. 2.)

History: P.A. 16-133 amended Subsec. (a) by adding "parts of" and provision re municipality would substantially benefit from renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (2), and adding reference to renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (3), amended Subsec. (b) by substituting "may" for "shall" in provision re submittal to electors, and made technical changes.

(Return to Chapter
Table of Contents)

(Return to
List of Chapters)

(Return to
List of Titles)

Item #127-19

Resolution Authorizing a Tax Incentive Development Agreement for 515 West Avenue.



Report
of

Joint Committee

on

Economic Community and Redevelopment and
Environment & Contracts

City Council Meeting Date: May 3, 2021

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by

Joseph M. Guinn
Joseph M. Guinn, Mayor

Date Signed:

5/12

RECEIVED
CITY CLERKS OFFICE

21 MAY - 7 PM 12: 44

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 127-19

Resolution Authorizing A Tax Abatement Agreement for 515 West Avenue

WHEREAS pursuant to *Chapter 585 of the Connecticut General Statutes* and *Chapter 3.28 of the Code of Ordinances of the City of Bridgeport* (the “**Enterprise Zone Ordinance**”), there is established within the City of Bridgeport (the “**City**”) an Urban Enterprise Zone (the “**Enterprise Zone**”); and

WHEREAS the Bridgeport Neighborhood Trust, acting through its affiliate entity, “Downtown West Gate Apartments Limited Partnership,” (the “**Owner**”), has developed and owns a 48-unit mixed-use, mixed-income, affordable housing development located at 515 West Avenue (the “**Property**”), which is located within the Enterprise Zone; and

WHEREAS pursuant to City Council Item #176-17, approved October 25th, 2018, the City Council authorized the implementation of the Enterprise Zone 7-year tax assessment fixing and deferral benefit for the Property; and

WHEREAS *Chapter 3.28.050.4* of the Enterprise Zone Ordinance establishes that “the municipality may provide any additional tax abatements or deferrals as it deems necessary for any property located in such an enterprise zone”; and

WHEREAS, pursuant to the aforementioned City Council Item #176-17, and pursuant to City Council Item #51-19, approved May 4th, 2020, the City Council has requested that the Office of Planning and Economic Development (“**OPED**”) present to the Council three additional tax abatement programs for the Property, specifically providing for the Council’s review of three different tax payment schedules that would run for a total of ten, fifteen, and twenty years, respectively; and

WHEREAS, OPED has accordingly attached to this resolution the three required schedules providing for a ten, fifteen, and twenty year abatement, (“**Schedule A**,” “**Schedule B**,” **Schedule C**,” respectively), and has also attached to this resolution a basic form of agreement (the “**Agreement**”) to which one of the above mentioned abatement schedules might be specifically attached, as per the Council’s election and authorization; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 127-19

-2-

WHEREAS, the Council is considering these additional tax abatement schedules pursuant to the *City's Tax Incentive Development Program, Ch 3.20 of the Municipal Code of Ordinances* and pursuant to the *Connecticut City and Town Development Act (Chapter 114 of the Connecticut General Statutes*, herein referred to as the "**Act**") and

WHEREAS, OPED has reviewed the financial information provided by the Owner to OPED in the Owner's initial application for financing to CHFA and in the Owner's initial application to OPED for consideration of a Tax Incentive Development Agreement for the development of the Property, and has based its proposed tax abatement schedules upon the income and operating expenses and overall capital and financing structure then presented by the Owner, in a manner in keeping with the financial parameters outlined in the Tax Incentive Development Ordinance; and

WHEREAS, the City Council finds that it is in the City's best interest to support this affordable housing development by providing an additional tax abatement to the Property; and

NOW THEREFORE BE IT RESOLVED that the Agreement is hereby approved in substantially the form attached hereto, and that the Agreement shall specifically incorporate the tax payment schedule presented in **Schedule B** attached hereto; and

BE IT FURTHER RESOLVED that the Mayor or the OPED Director is authorized to execute the attached Agreement, and is authorized to execute such other documents and to take such other necessary actions in furtherance of the Agreement and consistent with this resolution in the best interests of the City.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 127-19

-3-

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Matthew McCarthy, D-130th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Samia Suliman, D-138th

Ernest Newton, D-139th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: May 3, 2021

Schedule A - 10 Years

<u>Year</u>	<u>\$/unit</u>	<u>Tot Tax</u>
1	279	13,390
2	296	14,205
3	1,168	56,050
4	1,381	66,264
5	1,605	77,040
6	1,842	88,403
7	2,091	100,379
8	2,354	112,993
9	2,425	116,383
10	2,497	119,874

Total: 764,981

Schedule B - 15 years

<u>Year</u>	<u>\$/unit</u>	<u>Tot Tax</u>
1	279	13,390
2	296	14,205
3	1,168	56,050
4	1,381	66,264
5	1,605	77,040
6	1,842	88,403
7	2,091	100,379
8	2,354	112,993
9	2,425	116,383
10	2,497	119,874
11	2,572	123,471
12	2,649	127,175
13	2,729	130,990
14	2,811	134,920
15	2,895	138,967

Total: 1,420,504

Schedule C - 20 years

<u>Year</u>	<u>\$/unit</u>	<u>Tot Tax</u>
1	279	13,390
2	296	14,205
3	1,168	56,050
4	1,381	66,264
5	1,605	77,040
6	1,842	88,403
7	2,091	100,379
8	2,354	112,993
9	2,425	116,383
10	2,497	119,874
11	2,572	123,471
12	2,649	127,175
13	2,729	130,990
14	2,811	134,920
15	2,895	138,967
16	2,982	143,136
17	3,071	147,430
18	3,164	151,853
19	3,259	156,409
20	3,356	161,101
	Total:	2,180,433

TAX INCENTIVE DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BRIDGEPORT ("CITY")

AND

_____ ("DEVELOPER")

RE: _____,

Bridgeport, CT

WHEREAS, the Developer owns certain real property located at _____, Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Property**") and intends to invest significant sums in the construction or renovation of the Property in order to create approximately _____ () units of low- and moderate-income housing (the "**Project**") on the Property; and

WHEREAS _____; and

WHEREAS, the Developer has submitted an application for tax relief in accordance with Municipal Code Chapter 3.20 ("**Tax Incentive Development Ordinance**") that allows for assistance when a project meets the objectives of the City and Town Development Act, Ch. 7-480 et seq. Connecticut General Statutes (the "**Objectives**"); and

WHEREAS, the Developer will construct the Project which would ordinarily be subject to real and personal property taxes ("**Taxes**"); and

WHEREAS, the Office of Planning and Economic Development ("**OPED**") has reviewed the proposed Project in light of the Housing Tax Incentive Ordinance and the official policies and procedures approved by the Bridgeport City Council on _____ and has determined that the Project is an eligible project and that the projected level of future Taxes on the Property and the Project under normal assessment and levy practices would make the proposed Project economically infeasible; and

WHEREAS, the Developer's pursuit of the Project on the Property would be beneficial to the City because it provides for the creation of needed affordable housing in the area; and

WHEREAS, the Developer has agreed and committed to develop the Project on the Property and to fund such improvements at an approximate total cost of approximately _____ Million (\$_____ .00) Dollars; and

WHEREAS, OPED has determined that the Project is entitled to a tax incentive that will permit the Taxes to be fully abated during a two-year construction period and thereafter to be partially abated and phased-in during the first _____ () years of the Project's operation commencing with the issuance of a certificate of occupancy (the "Term") in the amount of _____ (\$_____ .00) Dollars per unit per year for a total Tax reduction for the Term in the aggregate for the Project of _____ (\$_____) Dollars in accordance with the amounts and dates set forth in **Exhibit A** attached hereto and made a part hereof (the "Tax Incentive") and

WHEREAS, the Developer has agreed that the amount of such Tax Incentive will be invested in the Project to achieve the Objectives; and

WHEREAS, the Developer has emphasized its willingness and proven its capability to undertake the Project, conditioned upon the execution of an appropriately structured tax incentive agreement ("**Tax Incentive Agreement**") with the City authorized by the Tax Incentive Development Ordinance; and

WHEREAS, OPED has reviewed the Developer's application for a Tax Incentive Agreement and has determined that the Project meets all of the requirements and economic tests of the Ordinance; and

WHEREAS, the parties agree that the Property and the Project (collectively, the "**Development Property**") meet the definition of "development property" as defined in Connecticut General Statutes, Section 7-482, and the parties intend for the Development Property to be exempt, in whole or in part as described herein, from Taxes pursuant to Connecticut General Statutes Section 7-498 in order to ensure that the Project is economically feasible; and

WHEREAS, the scheduled Tax Incentive Payments shall at all times during and following each successive Grand List Year during the Term constitute a valid and legally

binding lien on the Project, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172.

[NOTE: Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Tax Incentive Ordinance or in the Connecticut General Statutes cited herein.]

NOW, THEREFORE, the City and the Developer agree as follows:

The recitals set forth above are incorporated in and made part of this Housing Tax Incentive Agreement.

1. **Tax Incentive Schedule; Commencement Date; Installments.** The Developer and the City hereby enter into this Agreement for the Development Property permitting the establishment of Taxes during the Term, as follows:

(a) Construction Period Tax Abatement. No Taxes shall be due on the Property from the date that the City issues the first building permit to the Developer ("**Effective Date**") until the earlier to occur of the following events ("**Construction Period Tax Abatement**"):

- (i) Two (2) years after the Effective Date; or
- (ii) Issuance of a certificate of occupancy for the Project.

(b) First () Years of Project Operation. Following the expiration of the Construction Period Tax Abatement, the Project will be deemed to be in operation and Taxes due on the Property for the first () years of operation ("**Operating Period Tax Abatement**") shall be equal to an amount that is (\$) Dollars per unit/per year during the Term, a year being the 12-month period starting on July 1 of one year and ending of June 30 of the following year ("**Year**") determined in the following manner:

[describe formula for calculation]

(c) Annual Escalator. Beginning in the second Year of the Operating Period Tax Abatement until the end of the Term, the Taxes due shall increase 3.0% (three percent) per Year above the Taxes in effect for the prior Year.

The Taxes due pursuant to paragraphs (a) through (c) above shall collectively be referred to as "**Tax Incentive Payments**" and each a "**Tax Incentive Payment**" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable Taxes on the Property and the Project. The Term shall commence on the day following the expiration of the Construction Period Tax Abatement (the "**Commencement Date**") and shall be paid in two (2) semi-annual installments during a Year on July 1 and on January 1 of the following year (each an "**Installment**") of the following year. If the first Installment falls on a day after July 1 or after January 1, as applicable, the Developer shall pay a proportionate amount of such Installment based on the number of days remaining until the next scheduled Installment becomes due (a "**Partial Installment**").

2. **Priority of Tax Incentive Payment Obligations.** The Tax Incentive Payments shall be applicable only as defined herein, shall be due and payable in Installments described on Exhibit A, and shall be subject to the City's right to enjoy and exercise all of the rights and privileges relating to such Tax Incentive Payments including lien priority as are set forth in Connecticut General Statutes, Section 12-172. It is a condition of this Tax Incentive Agreement that the Developer shall pay in a timely manner all Taxes that become due on the Property between the Commencement Date and the due date of the first Installment hereunder.

3. **Late Payment of Installments; Interest.** Upon commencement of the first Installment due, if any Installment is paid more than thirty (30) days after it became due (a "**Delinquency**"), said Installment shall bear interest at the statutory rate, currently 18% per annum, until paid without any notice or demand being required.

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer: (a) shall have committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently paid such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; or (c) violated any other material obligations on its part to be performed hereunder and such Event of Default continued beyond any applicable cure period. Upon the occurrence of an Event of Default under subsection (c) above, the City shall give the Developer thirty (30) days to cure such Default. Upon the occurrence of a Default that is not cured after the passage of any cure period hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating the Tax Incentive Agreement as of the date that

termination takes effect, (iii) to collect all unpaid Installments due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement including costs and expenses of collection and reasonable attorneys' fees whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact previous payments of Taxes for the period such payments were made. The Property and Project shall be listed as development property as defined in Connecticut General Statutes, Section 7-482 on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Connecticut General Statutes, Sections 12-171 to 12-195g et seq.

5. **No Waiver.** Any forbearance or delay by the City in enforcing this Tax Incentive Agreement or in exercising any right or remedy hereunder at law or in equity shall not constitute a waiver of a Default nor shall it preclude the City from exercising any such right or pursuit of said remedy in the future.

6. **WPCA Fees; DSSD Taxes.** This Tax Incentive Agreement and the Taxes to be paid are separate and distinct from any Water Pollution Control Authority user charges and Downtown Special Services District impositions that the Developer may be obligated to pay.

7. **Commencement of Construction; Developer Investment.** The Developer agrees to commence construction of the Project within six (6) years/months after the execution of this Tax Incentive Agreement and shall complete the Project no later than eighteen (18) months after the execution of this Tax Incentive Agreement **TIME BEING OF THE ESSENCE.** The Developer agrees to invest approximately _____ Million (\$_____00) Dollars in development, construction and environmental remediation costs related to the Project.

8. **Binding Effect.** This Tax Incentive Agreement shall be binding upon the City and the Developer, and their respective successors and permitted assigns, and shall be recorded in the Bridgeport Land Records in order to be effective.

9. **Amendments.** This Tax Incentive Agreement may only be modified or amended by a written agreement, duly executed by all the parties hereto.

10. **Notices.** All notices required or desired hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by a recognized overnight courier

service addressed to the receiving party at its address specified below:

All notices to the City: Director
 Office of Planning and Economic Development
 Margaret E. Morton Government Center
 999 Broad Street, 2nd Floor
 Bridgeport, CT 06604

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

All notices to Developer:

with a copy to:

11. **Payment Procedure.** The Developer shall make all Installments payable to the Tax Collector, Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, CT 06604, and shall submit each Installment with a notation to the Tax Collector that said payment is being made in accordance with this " _____ **Tax Incentive Agreement**". The Developer will receive tax bills on a regular basis based upon the Property's assessed value, however, in order to take advantage of the rights and privileges offered by this Tax Incentive Agreement, the Developer must strictly comply with the payment procedure described above.

12. **Applicable Law; Resolution of Disputes.** This Tax Incentive Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof respecting conflicts of laws. The parties agree to the exclusive jurisdiction of the courts located in Fairfield County, Connecticut for the resolution of all disputes that may arise hereunder.

13. **Entire Agreement.** This Tax Incentive Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein.

14. **Transfers.** This Tax Incentive Agreement is transferable upon the sale of the Property or the sale or transfer of a controlling interest in the Developer (collectively, "**Transfer of Control**") under certain conditions set forth in the Tax Incentive Ordinance, as follows:

(a) Prior to a Transfer of Control, the then-current owner of the Property, including those who acquire a controlling interest in the then-current owner of the Property ("**Transferee**"), shall be required to give prior written notice to the City of the intent to make a Transfer of Control including a transfer of all of the original applicant's obligations under the Tax Incentive Development Agreement ("**Obligations**");

(b) Each Transferee shall demonstrate its ability to carry out the Obligations; and

(c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document shall be recorded on the Bridgeport Land Records.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute a Default under this Tax Incentive Agreement on and as of the date of such transfer and shall permit the City in its sole discretion to terminate the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, that is, to an entity that is controlled by under common control of the Developer ("**Affiliate**") for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved in advance by the City shall not constitute a Default under this Agreement.

15. **No Discrimination.** Neither the Developer nor its successors and permitted assigns shall discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, veteran's status, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Property or any improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a

discriminatory intention or effect, and shall comply with all federal, state and local laws prohibiting discrimination.

16. **MBE Compliance.** The Tax Incentive Ordinance establishes minimum requirements for the Developer's employment of minority contractors in connection with the Project. The City has established a Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances, attached hereto and made a part hereof as **Exhibit B ("MBE Ordinance")**. The Developer's compliance with the MBE Ordinance shall be deemed to be compliance with the MBE hiring requirements of the Tax Incentive Ordinance. OPED will administer and determine the Developer's compliance with the MBE Ordinance. The City shall apply and the Developer shall observe the MBE Ordinance in the following manner for construction contracts for the Project:

(a) All capitalized terms not otherwise defined in this paragraph 17 shall have the meanings ascribed to them in the MBE Ordinance.

(b) The City's mandatory requirement for construction contracts is established at six percent (6.0%) of the value of each construction contract ("**Mandatory Requirement**") for African-American subcontractors.

(c) The City's attainable goal for all construction contracts is established at an additional nine percent (9.0%) for MBE subcontractors ("**Attainable MBE Goal**") (15% total when combined with the Mandatory Requirement).

(d) The City's attainable goal for the Project is established at fifteen percent (15.0%) for WBE subcontractors ("**Attainable WBE Goal**").

(e) The Developer shall publish all bids on the City's electronic bidding website, www.bidsync.com.

(f) The Developer will place an advertisement in the Connecticut Post newspaper seeking an "open house" for MBE contractors.

(g) The Developer will cooperate and communicate with the City's MBE Administrator (defined below) so that minority trade organizations and media outlets are aware of the subcontracting opportunities available to MBE subcontractors.

(h) The Developer will coordinate its bidding activities with the City's Small & Minority Business Resource Office, 999 Broad Street, 1st Floor ("**MBE Administrator**").

(i) The Developer shall require every prime contractor to name its MBE subcontractors and the value of the contract to be awarded to each at the time that the prime contractor submits its bid. No substitutions of an MBE subcontractor shall thereafter be made without notice to the City, a demonstration of good cause shown, and receipt of the City's written consent.

(j) The Developer shall submit monthly certified payrolls to OPED demonstrating its compliance with the MBE Ordinance.

(k) The MBE Administrator will make all clarifications and determinations concerning compliance with the MBE Ordinance, and the Developer may appeal such clarifications and determinations to the City's Chief Administrative Officer.

(l) In all other respects, the Developer shall adhere to the principles and practices of the MBE Ordinance and the Official Policies adopted by the City with respect to the administration thereof.

17. **Local Hiring Compliance.** The Bridgeport City Council adopted City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development (Item 136-17) on September 18, 2018, which requires that the Developer agrees to pursue in connection with the construction of the Project pursuant to the following provisions

(a) The developer agrees and warrants that during the development of this project pursuant to the terms of this agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this project will be given to qualified applicants who are residents of the city and/or who are ex-felons of any category to the maximum greatest extent that any increase in workforce or apprenticeships as a result of this project meets the minimum requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires. The hiring or apprenticeship of an individual who is both a local resident and an ex-felon shall only count as either of one such hire. The developer warrants and represents that it will not replace any of its current workforce as a result of this requirement.

(b) The developer shall include the language set forth above in section (a) in every trades subcontract to the project. The developer shall post in conspicuous places, available to employees and applicants for employment, notices encouraging local residents and ex-felons to apply. The developer will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the developer's commitments under this division and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) The developer will provide the office of contract compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the developer as relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.

(d) Prior to seeking a building permit for the project, developer shall meet with the office of contract compliance with paperwork sufficient to establish developer's satisfaction of this requirement or documentation sufficient to the office of contract compliance for said office to issue a waiver of this requirement for good cause shown.

18. **Excusable Delay.** The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations that prevents any party's ability to perform its respective obligations hereunder, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Tax Incentive Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations

hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the agreement accordingly.

19. **Cessation of Operations.** Upon the Developer's ceasing construction of the Project for a period of six (6) months or longer or commercial operation of any Project Component for six (6) months or longer, the City shall give notice to the Developer and if the Developer does not sufficiently explain and verify, with applicable documentation within thirty (30) days after delivery of such notice, why it believes that it has not stopped development of the Project or why it believes that it has not ceased commercial operation as determined by the City in the exercise of its commercial business judgment, this Tax Incentive Agreement shall come to an end at the end of such 30-day period ("**Termination Date**"), whereupon the City shall have the right to deem that a Default has occurred and shall terminate this Agreement, whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this _____ day of _____, 2018.

In the presence of:

CITY OF BRIDGEPORT

By: _____

Title: _____
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport _____, 201__

COUNTY OF FAIRFIELD)

Personally appeared _____, _____ of Bridgeport, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of the City of Bridgeport before me.

Commissioner of the Superior Court
Notary Public
Commission Expires:

DEVELOPER

In presence of:

By: _____

Title: _____
duly authorized

STATE OF)

) ss.

_____, 201__

COUNTY OF)

Personally appeared _____, _____ of
_____, signer and sealer of the foregoing instrument, and
acknowledged the same to be his/her free act and deed in such capacity and the free
act and deed of _____, before me.

Commissioner of the Superior Court
Notary Public
My commission expires on:

SCHEDULE A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

EXHIBIT A

Schedule of Installments

Installments

ABSENT EARLIER TERMINATION OF THIS TAX INCENTIVE AGREEMENT, FULL PAYMENT OF ALL REGULARLY ASSESSED PROPERTY TAXES BECOME DUE AND OWING COMMENCING ON JULY 1, 20____.

Exhibit B

Minority Business Enterprise Program Ordinance

Item #25-20

Five-Year Capital Plan for Fiscal Years 2022-2026.



Report
of
Committee
on

Budget and Appropriations

City Council Meeting Date: May 3, 2021 (Off The Floor)

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganlm, Mayor
5/11/21

Date Signed: _____

RECEIVED
CITY CLERKS OFFICE

21 MAY 13 PM 2:51

ATTEST
CITY CLERK _____



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 25-20

APPROVAL OF THE 2022-2026 CAPITAL PLAN

RESOLVED, That the City's Five-Year Capital Plan for Fiscal Years 2022-2026 as amended by the Budget and Appropriations Committee on (May 1, 2021) be, and the same hereby is, adopted in accordance with the Exhibit attached hereto.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, D-130th, Co-chair

Ernest E. Newton II, D-139th, Co-chair

Mary A. McBride-Lee, D-135th

Jeanette Herron, D-133rd

Matthew McCarthy, D-130th

Jorge Cruz, Sr., D-131st

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: *May 3, 2021 (Off The Floor).*

CITY OF BRIDGEPORT							
OFFICE OF POLICY AND MANAGEMENT							
FY2022-26 FIVE YEARS CAPITAL PLAN AS DOPTED BY THE BUDET & APPROPRIATION COMMITTEE ON MAY, 01, 2021							
PROJECT DESCRIPTIONS	FY2021 Council Adopted Capital Plan	FY2022 BAC Adopted Capital Plan	FY2023 BAC Adopted Capital Plan	FY2024 BAC Adopted Capital Plan	FY2025 BAC Adopted Capital Plan	FY2026 BAC Adopted Capital Plan	Total BAC Adopted Capital Plan FY2022-FY2026
BOARD OF EDUCATION:							
Nutrition Center-Roof Replacement (21% City Share)	315,000	554,000					554,000
Maplewood School -Roof Replacement (21%) City Share				1,300,000			1,300,000
Cesar Batallia - Replace Ice Storage Syst.w/Chiller	850,000						0
Jettie Tisdale -Replace Ice Storage Syst. w/Chiller	1,000,000						0
Curiale School-Roof Replacement(21%) City Share		378,000					378,000
Edison School - Roof Replacement (21%) City Share			900,000				900,000
Blackham - Masonry-Outside Pool Wall/Heating Syst.	125,000						0
Hallen School - Roof Replcament (21%) City Share				1,800,000			1,800,000
TOTAL BOARD OF EDUCATION	2,290,000	932,000	900,000	3,100,000	0	0	4,932,000
ECONOMIC DEVELOPMENT:							
Land Management / Acquisition		0	1,000,000		1,000,000		2,000,000
Amphitheater Additional Funding	4,500,000						0
City Owned Properties-Development Ready Program						1,000,000	1,000,000
Lafayette Blvd/Fairfield Ave./Redesign-(10 %City Match)		650,000					650,000
Remington Arms Site Improvement(FY20 Amendment)*		3,000,000	2,000,000				5,000,000
Gateway To South End/Citywide Strategic Acquisition		1,000,000	1,000,000				2,000,000
Blight / Demolition / Clean Up/Property Management			1,000,000	1,000,000	1,000,000		3,000,000
Jetland St. Parking Garage Addition/Expansion		500,000	1,000,000				1,500,000
Seaview Ave Corridor/Waterfront Proj(20% city match)(Amended)*	90,000						
TOTAL ECONOMIC DEVELOPMENT	4,590,000	5,150,000	6,000,000	1,000,000	2,000,000	1,000,000	15,150,000

RECEIVED
 CITY CLERKS OFFICE
 21 MAY -3 PM 12:40
 ATTEST
 CITY CLERK

CITY OF BRIDGEPORT
OFFICE OF POLICY AND MANAGEMENT
FY2022-26 FIVE YEARS CAPITAL PLAN AS DOPTED BY THE BUDET & APPROPRIATION COMMITTEE ON MAY, 01, 2021

PROJECT DESCRIPTIONS	FY2021 Council Adopted Capital Plan	FY2022 BAC Adopted Capital Plan	FY2023 BAC Adopted Capital Plan	FY2024 BAC Adopted Capital Plan	FY2025 BAC Adopted Capital Plan	FY2026 BAC Adopted Capital Plan	Total BAC Adopted Capital Plan FY2022-FY2026
PUBLIC FACILITIES:							
Roadway Paving, Culverts, Intersections(Amendment)*	3,000,000	3,000,000	3,000,000	2,000,000	2,000,000	2,000,000	12,000,000
City / Neighborhood Beautification			150,000		150,000		300,000
Wonderland of Ice - Roof Replacement		1,000,000					1,000,000
Police Hq -Upper & Lower Parking Decks/Rooftop		1,336,000					1,336,000
Public Facilities Equipment	2,099,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Muni Bldg. HVAC / Heating / Elec./ Facilities	840,000						0
City Wide Building & Security Improvements	2,073,000						0
New East Side Senior Center-Old Engine 10/Putnam St.		2,500,000					2,500,000
Klein Memorial Auditorium -Masonry/Roof Replacement		1,126,000					1,126,000
Facilities Assessments /Planning Studies				150,000			150,000
Energy Conservation /Conversion Program				250,000			250,000
Harbor Yard Ballpark Upgrades				1,000,000			1,000,000
752 East Main Street Demolition/ Rehabilitation	800,000						0
Street Lights Wattage Upgrade				500,000			500,000
Various Airport Improvements/Equipment's Projects	125,000	213,000	217,500	207,000	156,000		793,500
Parks Maintenance Equip(Include Golf Course)	765,000	340,000		667,000			1,007,000
Various Parks Improvements - Citywide			615,000	485,000	610,000	575,000	2,285,000
Side Walks/Street scape Replacements				1,000,000			1,000,000
Citywide Deco Lights				500,000			500,000
Traffic Lights Upgrades			125,000				125,000
Perry Memorial Arch.				500,000			500,000
Tennis Courts Improvement - Citywide				170,000		225,000	395,000
Kennedy Stadium	1,525,000			100,000			100,000
Park Restrooms - Citywide	125,000	0		200,000		200,000	400,000
Went Field Park Improvement			570,000		0		570,000
Golf Course Improvements		150,000	300,000	950,000	1,000,000	0	2,400,000
Beardsley Zoo Improvements	2,675,000		175,000	590,000	0	400,000	1,165,000
Police Fit-Up of Fac./Regional Training Ctr. (If no State Grant)				3,000,000			3,000,000
Chopsey Hill Road Bridge Design-City Match	250,000						0
Woodrow Avenue Bridge Design - City Match+50% City Share	200,000	150,000	250,000				400,000
Island Brook Ave/ Over Pequonnock Design-City Match		250,000					250,000
Beardsley Park Entrance/Nob Ave. Roundabout Design-City Match	200,000						0
Old Town Road -Design Realignment/Reconfig. 50% Trumbull		0	250,000				250,000
Citywide Bridges Engineering Assessment	250,000		500,000				500,000
Rooster River Conduit - Design/Rehab./Flood Control				200,000	2,000,000		2,200,000
Johnson Creek Flood Control					1,000,000		1,000,000
Other City Wide Flood Control					1,000,000		1,000,000
Island Brook Flood Control - Design- City Share				2,000,000			2,000,000
Northeast Flood Control - Design City Share					2,000,000		2,000,000
Ox Brook Flood Control - Design City Share						2,000,000	2,000,000
TOTAL PUBLIC FACILITIES	14,927,000	11,065,000	7,152,500	15,469,000	10,916,000	6,400,000	51,002,500
OTHER DEPARTMENTS:							
Fire Apparatus Replacement Program / Vehicles	725,000	750,000	1,725,000	892,000	850,000		4,217,000
WPCA Capital Improvements (Amended)*	1,295,000	0	980,000	1,280,000	1,005,000	400,000	3,665,000
Emergency Operations / Technology upgrade	125,000		0	514,650	153,000		667,650
Bpt. Library Proj.-Computers, floor,furniture,electrical>window	675,000		0	825,000	175,000	40,000	1,040,000
New North End/Reservoir Avenue Library/Study/Design		100,000		2,000,000			2,100,000
TOTAL OTHER DEPARTMENTS	2,820,000	850,000	2,705,000	5,511,650	2,183,000	440,000	11,689,650
TOTAL ALL DEPARTMENTS	24,627,000	17,997,000	16,757,500	25,080,650	15,099,000	7,840,000	82,774,150

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Item #41-20 (a-e)

General Fund Operating Budget for Fiscal Year 2021-2022 (as amended).



**Report
of
Committee
on
Budget and Appropriations**

City Council Meeting Date: May 3, 2021 (Off The Floor)

Attest: _____

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: _____

Joseph E. Ganim
Joseph E. Ganim, Mayor

Date Signed: _____

5/3/21

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 41-20 (a, b, c, d, e)

RESOLVED, That the Mayor's Proposed General Fund Budget for Fiscal Year 2021-2022 be, and it hereby is approved as amended below and attached hereto.

a.) Revenue Increases	\$	3,810,320.00
b.) Revenue Decreases	\$	-3,401,033.00
Total Revenues.....	\$	409,287.00
c.) Appropriation Increases.....	\$	-3,862,722.00
d.) Appropriation Decreases.....	\$	3,453,435.00
Total Appropriations.....	\$	-409,287.00

e.) General Fund Budget Fiscal Year 2021-2022 as amended and attached hereto.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. 41-20 (a, b, c, d, e)

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, D-130th, Co-chair

Ernest E. Newton II, D-139th, Co-chair

Mary A. McBride-Lee, D-135th

Jeanette Herron, D-133rd

Matthew McCarthy, D-130th

Jorge Cruz, Sr., D-131st

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: May 3, 2021 (Off The Floor).

**CITY OF BRIDGEPORT
OFFICE OF POLICY AND MANAGEMENT
FY2022 BUDGET & APPROPRIATIONS COMMITTEE ADOPTED CHANGES TO THE MAYOR'S FY2022 RECOMMENDED GENERAL FUND BUDGET WITH LEGISLATIVE INTENTS
BUDGET & APPROPRIATIONS COMMITTEE ADOPTION DATE MAY 01, 2021**

GENERAL FUND INCREASES

Pursuant to the City Charter, the City Council shall have the power to increase any line item in said budget or add new line items to said budget only by a two-thirds (2/3) affirmative vote of the entire members of the City Council.

COUNCIL VOTE: REVENUE INCREASES (A)

City Council Adopted Vote of General Fund Revenue Increases:

There are adjustments to the Mayor's Proposed Budget for general fund purposes as detailed by the Budget & Appropriations Committee changes.

Department	Account #	Object	Object / Description	FY2022 Mayor's Proposed Budget	FY2022 BAC Adopted Budget	BAC Adopted Revenue Increases	Descriptions
Comptroller Department	01010000	41562	Debt Service Reimbursement	0	500,000	500,000	Steal point Debt service reimbursement to the City
Tax Collector	01040000	41697	Arrears Taxes	1,100,000	1,671,120	571,120	Defer FY21 Lien sale into FY22 budget
Tax Assessor	01041000	44302	Pilots/Entitlement State Aid	8,944,739	10,744,739	1,800,000	Additional State Aid Pilots Entitlement
Town Clerk	01090000	41225	Conveyance Tax	1,900,000	2,000,000	100,000	Increase based on real estate sales transactions
Police Administration	01250000	41650	Parking Violations	800,000	900,000	100,000	Increase based on anticipated enforcement after Covid pandemic
Public Facilities Admin.	01300000	41664	Parking Meters Collection	200,000	250,000	50,000	Increase based on anticipated enforcement after Covid pandemic
Beardsley Zoo	01341000	44268	State of CT Beardsley Zoo Subsidy	203,000	500,000	297,000	Increase State reimbursement on FY22 Beardsley zoo subsidy
Parks Administration	01355000	41635	Fairchild Wheeler Golf Course	1,500,000	1,550,000	50,000	Increase Golf Course revenue based on FY21 trend
Parks Administration	01355000	41633	Apartment Rental	4,800	12,000	7,200	Increase golf course apartment rental from \$400/mnth to \$1,000/mnth
Economic Development	01450000	45???	Amphitheater Bill Board	0	50,000	50,000	New revenue in FY22 based on recent negotiations
Building Department	01455000	41526	Residential Addition/Alteration	300,000	400,000	100,000	Increase residential additions building permit revenue based of FY21 trend
Weights & Measures	01586000	41252	Annual Commercial Scale Certificate	0	90,000	90,000	Omitted revenue transfer to Health & Social Services Division in FY21
Public Facilities Admin.	01300000	41670	Commercial Dumping Tip Fees	55,000	150,000	95,000	Increase Tipping Fees at Transfer Station based on increased enforcement
Total Revenue Increases				15,007,539	18,817,859	3,810,320	

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OFFICE OF POLICY AND MANAGEMENT
FY2022 BUDGET & APPROPRIATIONS COMMITTEE ADOPTED CHANGES TO THE MAYOR'S FY2022 RECOMMENDED GENERAL FUND BUDGET WITH LEGISLATIVE INTENTS
BUDGET & APPROPRIATIONS COMMITTEE ADOPTION DATE MAY 01, 2021

GENERAL FUND DECREASES

Pursuant to the City Charter, the City Council Budget & Appropriations Committee reports its changes to the City Council as a whole in the form of budget amendment resolution. The City Council has the power to reduce or delete any line item in the budget recommended by the Mayor by a majority vote of the council members present and voting.

COUNCIL VOTE: REVENUE DECREASES (B)

City Council Adopted Vote of General Fund Revenue Decreases

Below are adjustments to the Mayor's Proposed Budget for general fund purposes as detailed by the City Council's Budget & Appropriations Committee:

Department	Account #	Object / Description	FY2022 Mayor's Proposed Budget	FY2022 BAC Adopted Budget	BAC Adopted Revenue Decreases	Descriptions
REVENUE DECREASES:						
Tax Collector	01040000	41693 Current Taxes City Side	321,426,490	318,215,457	-3,211,033	Legislative intent is to reduce both real estate & motor vehicles taxes to 43.45 mill
Weights & Measures	01285000	41252 Annual Commercial Scale Certificate	90,000	0	-90,000	Omitted revenue transfer to Health & Social Services Division in FY21
Planning & Economic Devel.	01450000	45141 Naming Rights- Arena	100,000	0	-100,000	Contract has not materialized
Total Revenue Decreases			321,616,490	318,215,457	-3,401,033	
Net Revenue Incr./(Decr.)					409,287	

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CITY OF BRIDGEPORT OFFICE OF POLICY AND MANAGEMENT		FY2022 BUDGET & APPROPRIATIONS COMMITTEE ADOPTED CHANGES TO THE MAYOR'S FY2022 RECOMMENDED GENERAL FUND BUDGET WITH LEGISLATIVE INTENTS BUDGET & APPROPRIATIONS COMMITTEE ADOPTION DATE MAY 01, 2021				
GENERAL FUND INCREASES						
Pursuant to the City Charter, the City Council shall have the power to increase any line item in said budget or add line items to said budget only on a two-thirds (2/3) affirmative vote of the entire membership of the Council.						
COUNCIL VOTE: APPROPRIATIONS INCREASES VOTE (C)						
Budget & Appropriations Committee Vote of General Fund Appropriation Increases						
Below are the adjustments to the Mayor's Recommended Budget for general fund purposes as detailed by the City Council Budget & Appropriations Committee:						
Department	Account #	Object / Description	FY2022 Mayor's Proposed Budget	FY2022 BAC Adopted Budget	BAC Adopted Appropriation Increases	Descriptions
Other Fringe Benefits	01088000	52522 OPEB Trust Fund	200,000	700,000	-500,000	Increase City OPEB contribution by \$500k due to accumulated liability
Legislative Department	01095000	51099 Contracted Salaries	0	90,000	-90,000	Funds needed for Legislative department contracted salaries/consultants
Small Minority Business	01112000	56180 Other Services(Disparity Study)	0	150,000	-150,000	Funds needed to conduct disparity studies relative to contract awards (SMBE)
Emergency Operations	01290000	56180 Other Services(Police Retreat)	5,000	765,000	-760,000	Funds are transferred from police Dept. to EOC dept. for police reorganization
Public Facilities Admin	01300000	51000 Salaries (Asst. Spec.Proj. Manager)	1,717,691	1,782,636	-64,945	Fund Asst. Special Manager/Sustainability position to harness new energy technology
Public Facilities Admin	01300000	52360 Medicare	21,840	22,782	-942	Medicare cost associated with Asst. Spec. Proj. Manager
Public Facilities Admin	01300000	52504 Merf Pension Contribution	325,950	338,303	-12,353	Merf Pension associated with Asst. Special Proj. Manager
Public Facilities Admin	01300000	52917 Health Insurance	305,833	330,931	-25,098	Health Ins. associated with Asst. Special Proj. Manager
Engineering Department	01385000	51000 Salaries	822,347	829,877	-7,530	Reclassification of Executive Secretary to @\$78,081 to Spec. Proj. Coord. @\$87,324
Engineering Department	01385000	52360 Medicare	157,146	158,578	-1,432	Increased Medicare cost associated with Asst. Special Proj. Coordinator reclassification
Engineering Department	01385000	52504 Merf Pension Contribution	1,325,003	1,400,920	-75,917	Increased Merf cost associated with Asst. Special Proj. Coordinator reclassification
Building Department	01455000	51000 Salaries	17,641	18,742	-1,101	Addition of Zoning Code Enforcement officer in the Building Dpt (Step 1)
Building Department	01455000	52360 Medicare	253,630	268,069	-14,439	Medicare cost associated with hiring new Zoning Code Enforcement Officer
Building Department	01455000	52504 Merf Pension Contribution	284,725	309,823	-25,098	Merf Pension associated with hiring new Zoning Code Enforcement Officer
Building Department	01455000	52917 Health Insurance	38,535	2,038,535	-2,000,000	Health Ins. associated with hiring new Zoning Code Enforcement Officer
Board of Education	01896000	56180 Other Services	749,178	839,374	-90,196	Increase Board of Education FY22 budget by \$2.00 million towards MBR
Office of the Mayor	01001000	51000 Full Time Earned Pay	136,453	153,608	-17,155	Transfer Project Manager from CAO Budget to Mayor Office in FY22 Budget
Office of the Mayor	01001000	52504 Merf Pension Contribution	10,520	11,829	-1,309	Merf increase attributable to transferring Project Manager position
Office of the Mayor	01001000	52360 Medicare	71,801	96,899	-25,098	Medicare increase attributable to transferring Project Manager position
Office of the Mayor	01001000	52917 Health Insurance				Health Insurance increase attributable to transferring Project Manager position
Total Expenditure Increases			6,454,468	10,317,190	-3,862,722	

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OFFICE OF POLICY AND MANAGEMENT

FY2022 BUDGET & APPROPRIATIONS COMMITTEE ADOPTED CHANGES TO THE MAYOR'S FY2022 RECOMMENDED GENERAL FUND BUDGET WITH LEGISLATIVE INTENTS
BUDGET & APPROPRIATIONS COMMITTEE ADOPTION DATE MAY 01, 2021

GENERAL FUND DECREASES

Pursuant to the City Council Budget & Appropriations Committee reports its changes to the Council as a whole in the form of budget amendment resolution. The City Council has the power to reduce or delete any line item in the budget recommended by the Mayor a majority vote of the Council members present and voting.

COUNCIL VOTE: APPROPRIATIONS/EXPENDITURE DECREASES VOTE (D)

City Council Vote Of General Fund Appropriation Decreases

Below are the adjustments to the Mayor's Recommended Budget for general fund purposes as detailed by the City Council Budget & Appropriations Committee:

Department	Account #	Object / Description	FY2022 Mayor's Proposed Budget	FY2022 BAC Adopted Budget	BAC Adopted Appropriation Decreases	Descriptions
Registrar of Voters	01050000	56180 Other Services	83,261	83,261	0	BAC maintained Mayor Recomm. Budget by not proceeding their 20k proposed cut
City Attorney Department	01060000	53010 Personal Property Claims-Attorney	1,400,000	1,200,000	200,000	reduce personal property claims account due to 2 new full time attorneys in FY21
City Attorney Department	01060000	56130 Legal Services	625,000	575,000	50,000	reduce personal property claims account due to 2 new full time attorneys in FY21
Police Administration	01250000	51108 Regular Overtime 1.5 time pay	3,021,959	2,521,959	500,000	Reduce police overtime & apply funds towards FY22 BOE MBR budget increase
Police Patrol Division	01251000	51000 Salaries	21,543,125	20,787,125	756,000	Reduce police salaries and apply reduction towards FY22 BOE MBR budget increase
Public Facilities Admin.	01300000	51000 Salaries	1,717,691	1,596,297	121,394	Unfund vacant Director Of Construction Services in Public Facilities
Public Facilities Admin.	01300000	52360 Medicare	21,840	20,080	1,760	Medicare savings attributable to unfunding Director Construction Services
Public Facilities Admin.	01300000	52504 Merf Pension Contribution	325,950	302,861	23,089	Merf savings attributable to unfunding Director Construction Services
Public Facilities Admin.	01300000	52917 Health Insurance	305,833	280,735	25,098	Health Insurance savings attributable to unfunding Director Construction Services
Public Facilities-Roadway	01320000	51000 Salaries	2,029,328	1,931,588	97,740	Unfund 3 new vacant Maintainer 1 (grade 1) step 1 positions that was recommended
Public Facilities-Roadway	01320000	52360 Medicare	27,950	26,533	1,417	Medicare savings attributable to unfunding 3 vacant maintainer 1 grade 1
Public Facilities-Roadway	01320000	52504 Merf Pension Contribution	386,239	196,649	189,590	Merf savings attributable to unfunding 3 vacant maintainer 1 grade 1
Public Facilities-Roadway	01320000	52917 Health Insurance	837,958	762,664	75,294	Health Insurance savings attributable to unfunding 3 vacant maintainer 1 grade 1
Parks Maintenance	01356000	56125 Landscaping Services	360,000	310,000	50,000	Reduce Landscaping Services due to new equipment and 2 new maintainer positions
Economic Development	01450000	51000 Salaries	1,498,503	1,470,221	28,282	Unfund New vacant Clerk A position
Economic Development	01450000	52360 Medicare	18,982	18,572	410	Medicare savings attributable to unfunding vacant Clerk A position
Economic Development	01450000	52504 Merf Pension Contribution	251,319	245,940	5,379	Merf savings attributable to unfunding vacant Clerk A position
Economic Development	01450000	52917 Health Insurance	346,061	320,963	25,098	Health Insurance savings attributable to unfunding vacant Clerk A position
Engineering Department	01385000	51000 Salaries	822,347	744,296	78,051	Unfund New vacant Civil Engineer 1 position
Engineering Department	01385000	52360 Medicare	11,175	10,043	1,132	Medicare savings attributable to unfunding vacant Civil Engineer 1 position
Engineering Department	01385000	52504 Merf Pension Contribution	157,146	142,301	14,845	Merf savings attributable to unfunding vacant Civil Engineer 1 position
Engineering Department	01385000	52917 Health Insurance	137,339	112,241	25,098	Health Insurance savings attributable to unfunding vacant Civil Engineer 1 position
Light House Program	01579000	56240 Transportation Services	500,000	0	500,000	Apply 500k travel services budget towards FY22 BOE MBR budget increase
Other Financing Sources	01610000	50700 Attrition	-1,000,000	-1,200,000	200,000	Increase citywide attrition amount by \$200k
Fire Department	01260000	51108 Regular 1.5 Overtime Pay	4,400,000	4,300,000	100,000	Reduce Fire OT by \$100,000
Debt Service	01600000	53210 Interest Payments	3,765,000	3,515,000	250,000	Reduce Interest Payments on Debt by \$250,000
Chief Administrative Office	01106000	51000 Full Time Earned Pay	673,686	583,490	90,196	Transfer Project Manager to Mayor's Office
Chief Administrative Office	01106000	52504 Merf Pension Contribution	128,135	110,980	17,155	Merf savings attributable to transferring Project Manager position
Chief Administrative Office	01106000	52360 Medicare	9,289	7,980	1,309	Medicare savings attributable to transferring Project Manager position
Chief Administrative Office	01106000	52917 Health Insurance	64,991	39,893	25,098	Health Insurance savings attributable to transferring Project Manager position
Total Expenditure Decreases			44,470,107	41,016,672	3,453,435	
Net Expenditure Incr./ (Decr.)					-409,287	
Overall Surplus/(Deficit)					0	
E - Total Budget as Adopted (Votes A-D)						

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**OFFICE OF THE CITY CLERK
COMMUNICATION FORM**

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number:	67-20
Submitting Department / Contact Name	Office of Policy & Management (OPM) Nestor Nkwo, Director
Subject:	Establishing Mill Rates for FY 2021-2022. Mill Rates be and hereby are, set at 43.45 Mills for Real Property, Personal Property and Motor Vehicles at 43.45 Mills.
Referred to Committee:	Immediate Consideration
City Council Date:	May 3, 2021 (Off The Floor)

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

May 3, 2021

Date

Approved by:

Joseph P. Ganim

Joseph P. Ganim, Mayor

5/11/21

Date

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CITY OF BRIDGEPORT
OFFICE OF POLICY & MANAGEMENT

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

NESTOR N. NKWO
Budget Director

JOSEPH P. GANIM
Mayor

May 3, 2021

The Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Ms. Martinez,

I hereby respectfully request the following be made part of the agenda for IMMEDIATE CONSIDERATION at the City Council meeting scheduled for Monday, May 3, 2021.

**Establishing Mill Rates for FY 2021-2022
(as per the attached)**

Please don't hesitate to contact my office with any questions.

Respectfully,

Nestor Nkwo, Budget Director

Attachment

- cc: Mayor Joseph P. Ganim
- Daniel Shamas
- Janene Hawkins
- Kenneth Flatto
- Thomas Gaudett
- Aidee Nieves
- Scott Burns / Ernest E. Newton, II

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**THE CITY OF BRIDGEPORT FY2021-2022 MILL RATES BE AND HEREBY ARE,
SET AT 43.45 MILLS FOR REAL PROPERTY, PERSONAL PROPERTY AND
MOTOR VEHICLES.**

**BE IT FURTHER RESOLVED THAT THE FY2021-2022 TOTAL GENRAL FUND
ADOPTED REVENUE AND TOTAL ADOPTED EXPENDITURES APPROPRIATIONS
ARE \$598,112,568, RESPECTIVELY.**

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**Comm. #68-20 Ref'd to Education & Social Services Committee
On 5/3/2021 (OFF THE FLOOR)**

May 3, 2021

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

Re: Resolution –CT Department of Education- AccelerateCT Summer Innovation Grant Program (#21681)

Attached, please find a Grant Summary and Resolution for the **CT Department of Education- AccelerateCT Summer Innovation Grant Program** to be referred to the **Committee on Education and Social Services** of the City Council.

Grant: CT Department of Education- AccelerateCT Summer Program Innovation Grant Program

If you have any questions or require any additional information, please contact me at 203-576-7134 or isolina.dejesus@Bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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GRANT SUMMARY

PROJECT TITLE: CT Department of Education- AccelerateCT Summer Program Innovation Grant Program (#21681)

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 is seeking funding from the CT Department of Education to support additional after school programming to high school students. The Innovation Grant program will award programmatic and operational funding to organizations that can serve Connecticut children at scale, provide holistic learning opportunities that blend educational and enrichment components. Programs are required to respond to students' academic, social and emotional needs and address the disproportionate impact of COVID-19.

CONTRACT PERIOD: June 1, 2021- September 3, 2021

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 250,000
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED- TBD	
Salaries/Benefits:	\$
Supplies:	\$
Construction:	\$
Other:	\$

MATCH REQUIRED- NONE		
	CASH	IN-KIND
Source:		
Salaries/Benefits:	\$	\$
Supplies:	\$	\$
Construction:	\$	\$
Other:	\$	\$

A Resolution by the Bridgeport City Council

Regarding the

**CT Department of Education
AccelerateCT Summer Program Innovation Grant Program (#21681)**

WHEREAS, the **CT Department of Education** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **American Rescue Plan of 2021 under the Elementary and Secondary School Emergency Relief Fund**; and

WHEREAS, funds under this grant will be used to provide educational and enrichment summer programming to high school students; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Education** to address the disproportionate impact of COVID-19 on the academic, social and emotional needs of students.

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 **CT Department of Education** for the purpose of the **AccelerateCT Summer Program Innovation Grant Program**; 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 **CT Department of Education-AccelerateCT Summer Program Innovation Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.