

AGENDA

CITY COUNCIL MEETING

MONDAY, MAY 17, 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

- 58-20** Public Hearing re: Proposed Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery.
- 59-20** Public Hearing re: Proposed Resolution Authorizing Disposition of Four (4) City-Owned Properties.
- 66-20** Public Hearing re: Proposed Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 5, 2021

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 69-20** Communication from WPCA re: Proposed Water Pollution Control Authority Budget for Fiscal Year 2021-2022, **ACCEPTED AND MADE PART OF THE RECORD.**
- 70-20** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Klyde Jacques, referred to Miscellaneous Matters Committee.
- 72-20** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.
- 73-20** Communication from Finance re: Proposed Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.
- 74-20** Communication from Finance re: Proposed Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds, referred to Budget and Appropriations Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 75-20** Communication from Finance re: Proposed Approval of Tax Anticipation Notes (TANS) To Pay Current Expenses and Obligations of the City – FY2022, referred to Budget and Appropriations Committee.

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

- 71-20** Resolution presented by Council Member(s) Valle & Nieves re: Proposed request for the Installation of a Streetlight on Utility Pole #6365 located at 1259 Kossuth Street, referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *33-20** Contracts Committee Report re: Professional Services Agreement with Marshall K. Robinson for a Ballistics Expert in the Police Department.
- *60-20** Contracts Committee Report re: (Ref. #119-13) First Amendment to the Memorandum of Understanding (MOU) and License Agreement with Sacred Heart University, Inc. from August 2014.
- *58-20** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery.

MATTERS TO BE ACTED UPON:

- 42-20** Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program (#21210 & #21483).

(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; 2021-05-17 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 17, 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.

Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610

80 Hastings Street proposed tasting area
and lease from Bridgeport.

CITY COUNCIL MEETING

PUBLIC SPEAKING FORUM

MONDAY, MAY 17, 2021

6:30 P.M.

This meeting will be conducted by Zoom/Teleconference.

CALL TO ORDER

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

ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: *Denese Taylor-Moye*, Jorge Cruz
- 132nd District: Marcus Brown, M. Evette Brantley (6:40 p.m.)
- 133rd District: *Michael DeFilippo*, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia (6:35 p.m.)
- 135th District: Rosalina Roman-Christy, *Mary McBride-Lee*
- 136th District: *Alfredo Castillo*, Avelino Silva
- 137th District: Maria Valle, Aidee Nieves
- 138th District: Maria Pereira, Samia Suliman
- 139th District: Eneida Martinez, Ernest Newton

RECEIVED
 CITY CLERKS OFFICE
 21 MAY 26 PM 2:12
 ATTEST
 CITY CLERK

During the roll call, there appeared to be no response from the individuals whose names are listed in italics. The Assistant City Clerk announced that there was a quorum.

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 17, 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. You have a significant Agenda facing you tonight once again and decisions that can be made and will be made, but how do you have confidence that they will get carried out in ways you intend tonight? Where is your fail-safe or oversight capacity? How often do you go to that place and seek to check out what you are unsure of? After all, it's an election year and there is a restlessness among citizens in the public square. You are public servants.

What are Bridgeport's pressing issues of this season? Taxes, economic valuations, jobs, and how is the City at dealing? If the Mayor were so disposed, we would have a priority list to which we could refer each year and check off the accomplishments annually. But Bridgeport does not have such a reference list. And even so, interruptions occur with regularity like COVID 19 as well as four years of a twittering President who through his many words on video and twitter left us with untrustworthy news, lies and misdirection for the most part.

But locally we still attend to "personal health" and personal wealth. Got your two shots and still careful about masking and social distancing, likely, but if you have the time for a good read, try *The Premonition*, by Michael Lewis about COVID 19 and US dealings with it by some heroic people in the public health, hospital, and government-responsible hierarchy who helped save our otherwise lack of preparedness. He prompts us to look for risks outside the box. Find your issues!!

Lewis takes us from the 1918 Flu epidemic through to today with behind the scenes, factual narrative that is spell binding to me. Oversight in this story has 'observers' though not official and Lewis reminds us that "blame that had been assigned to an individual was more fairly bestowed on a situation". So, our community is not saying to you "defund the police" as some "talking heads" have advised, but rather are asking: Where is community policing or any plan of action that rebuilds public trust? What is the resolution of multiple police incidents that have called for disciplinary consequences but seem to have none? Or they fall unfairly and unequally on certain populations? And what attention has been given to ask questions "outside the box" and come up with new labor relations tactics like standard annual employee reviews for all departments to arrest grievances, employment charts and better funding strategies for subjects like overtime that are out of control issues for a decade or more? Time will tell.

Council Member Vizzo-Paniccia joined the meeting at 6:35 p.m.

Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610

80 Hastings Street proposed
tasting area and lease from
Bridgeport.

Ms. Losak greeted the Council Members and said that she was speaking in opposition to the proposal by the Fifth State Distillery to lease the parcel at 80 Hasting Street for an open patio/picnic area as a tasting area. She said she was the Block Watch leader.

Ms. Losak said that she had toured the site with Council Members Pereira and Suliman along with some other community leaders. It was evident that they were planning more than just a wine tasting area. The distillery produces more than just wine. They have hard liquor including moon shine, whiskey, gin, and flavored vodka. She said that the owners had mentioned having bands, singers, DJs, and holding birthday parties, retirements and events in that area.

City of Bridgeport
City Council Meeting
Regular Meeting
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The patio is non-ADA compliant. There is no way for a disabled patron to access the patio area. The owners mentioned having up to 100 guests and serving food. The owners also mentioned that customers often enjoyed going from one brewery to another to sample the various products. Her concern is that they will be serving hard liquor and it is located in a residential neighborhood where people often work two different jobs. The residents don't need their quality of life issues disturbed. There is already an issue with the dirt bikes and ATVs, which the Police Department is addressing.

Ms. Losak said she did not need people coming into her neighborhood, getting highly intoxicated and causing fights and car accidents. On Asylum Street by Cosgrove Street, there is no off the street parking near Fifth State Distillery. Mr. Coleman said that the customers would use on street parking. The Asylum Street Transfer Station is open from 7 to 3 on Saturdays. This will create a bottle neck in the area when the customers are going to these tastings.

Ms. Losak said that her concern was that it was not a good fit for the neighborhood. They don't need the noise, the traffic congestion and it is not ADA compliant. There are concerns about having highly intoxicated people causing fights and other types of commotion in this highly residential neighborhood. She is strongly against this and would like the Council to vote no.

ADJOURNMENT

Council President Nieves adjourned the public speaking at 6:43 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, MAY 17, 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

Council President Nieves called the Regular Meeting of the City Council to order at 7:00 p.m. She said that the Mayor had a scheduling conflict.

PRAYER

Council President Nieves asked Council Member McBride-Lee to lead the Council in prayer.

PLEDGE OF ALLEGIANCE

Council President Nieves asked Council Member Burns to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The Assistant City Clerk called the roll.

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

A quorum was present.

Council Member McCarthy requested that his fellow Council Members forward the name of any interested resident that would be willing to serve on the Harbor Commission.

Council Member Newton said that he wished to thank members of the Council who showed their support regarding the random shooting at Newfield Park. He also thanked the Governor, the

Mayor and Senator Blumenthal for coming out. He said that both he and Council Member Martinez appreciated this.

Council President Nieves announced that the Council was going to hold hearings on three items. She reviewed the process.

58-20 Public Hearing re: Proposed Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery.

**** COUNCIL MEMBER MCCARTHY MOVED TO TABLE BOTH THE PUBLIC HEARING AND THE CONSENT CALENDAR FOR AGENDA ITEM 58-20 DUE THE FACT THAT THE PLANNING AND ZONING WOULD BE HOLDING AN 8-24 HEARING ON THE ITEM ON JUNE 1ST.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that there were a number of members of the public present to speak about this matter.

Council President Nieves stated that there had been a motion to table and a second. There is no discussion following a motion to table.

**** THE MOTION TO TABLE AGENDA ITEM 58-20 FOR BOTH THE PUBLIC HEARING AND THE CONSENT CALENDAR DUE THE FACT THAT THE PLANNING AND ZONING WOULD BE HOLDING AN 8-24 HEARING ON THE ITEM ON JUNE 1ST PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND LYONS).**

A member of the public stated that she was opposed and that there needed to be discussion.

Council President Nieves stated the vote had already been taken. The resident stated that this was about the children.

59-20 Public Hearing re: Proposed Resolution Authorizing Disposition of Four (4) City-Owned Properties.

Council President asked if there was anyone present in favor or opposed to Agenda Item 59-20 Proposed Resolution Authorizing Disposition of Four (4) City-Owned Properties. She said that the Council Members would have the opportunity to address the issue on the floor and she was reserving the time for the public to speak.

Council Member Pereira objected and said that a public hearing was for every single person.

Council President Nieves asked again if there was anyone present who wished to speak in favor or against the item.

Ms. Carmen Ramos said that she was opposed to the Fifth State Distillery. Council President Nieves announced that the item had been tabled and the Council was now holding a hearing on Agenda Item 59-20.

Council President Nieves announced that there was no one present who wished to speak in favor or against the item.

There was an additional outburst from a member of the public claiming that this was against the law and the speaker was directing her comments directly to Mayor Ganim. She added that she was disgusted with all of the Council Members.

66-20 Public Hearing re: Proposed Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications.

There was no one present who wished to speak in favor or against the item.

Council President Nieves closed the Council public hearing at 7:13 p.m.

MINUTES FOR APPROVAL:

• **April 5, 2021**

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF APRIL 5, 2021.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that this was disgraceful and she was an elected official. She demanded to know who was muting her. Council President Nieves said she did not know who was hosting the meeting.

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

Pete Spain
280 Grovers Avenue
Bridgeport, CT 06605

WPCA Sanitation
Infrastructure.

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

Mr. Spain submitted the following edits to his comments:

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

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

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

Council Member Pereira also submitted the following correction:

Page 11 –Ninth Paragraph, third sentence - Should read, “ She was concerned that none of these WPCA members thought to reach out to both our congressional and state delegation to seek funding to offset the \$610,000,000 needed for the sewer plant upgrades in order to protect overburdened ratepayers from 50 -117% rate increases by 2033.

Council Member Pereira said that Jack Hennessey had emailed Pete Spain requesting that the minutes be amended to state on the record that Pete Spain was in favor of the \$395 million dollar loan. Council Member Pereira repeated that Jack Hennessey specifically asked him to correct those minutes.

Council President Nieves replied this was not mentioned in the minutes. Mr. Spain submitted his amendment request and there was no mention of the State Rep.

**** THE MOTION TO APPROVE THE AMENDMENT TO THE MINUTES PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, PEREIRA, SULIMAN AND MARTINEZ) AND TWO (2) OPPOSED (BROWN AND NEWTON).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

69-20 Communication from WPCA re: Proposed Water Pollution Control Authority Budget for Fiscal Year 2021-2022, ACCEPTED AND MADE PART OF THE RECORD.

70-20 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Klyde Jacques, referred to Miscellaneous Matters Committee.

72-20 Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.

73-20 Communication from Finance re: Proposed Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.

74-20 Communication from Finance re: Proposed Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds, referred to Budget and Appropriations Committee.

75-20 Communication from Finance re: Proposed Approval of Tax Anticipation Notes (TANS) To Pay Current Expenses and Obligations of the City – FY2022, referred to Budget and Appropriations Committee.

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

71-20 Resolution presented by Council Member(s) Valle & Nieves re: Proposed request for the Installation of a Streetlight on Utility Pole #6365 located at 1259 Kossuth Street, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER MARTINEZ MOVED TO COMBINE AND REFER THE FOLLOWING ITEMS:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

69-20 COMMUNICATION FROM WPCA RE: PROPOSED WATER POLLUTION CONTROL AUTHORITY BUDGET FOR FISCAL YEAR 2021-2022, ACCEPTED AND MADE PART OF THE RECORD.

70-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH KLYDE JACQUES, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

72-20 COMMUNICATION FROM TAX COLLECTOR RE: MUNICIPAL SUSPENSE TAX BOOK, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

73-20 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF GENERAL OBLIGATION BONDS – TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

74-20 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF GENERAL OBLIGATION BONDS – TO REFUND CERTAIN GENERAL OBLIGATION BONDS, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

75-20 COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF TAX ANTICIPATION NOTES (TANS) TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY – FY2022, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

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

71-20 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) VALLE & NIEVES RE: PROPOSED REQUEST FOR THE INSTALLATION OF A STREETLIGHT ON UTILITY POLE #6365 LOCATED AT 1259 KOSSUTH STREET, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Lyons said that she wished to abstain from Agenda Item 69-20.

Council Member Pereira said that she was opposed to the WPCA because of the rate increase. She said she did not know why this was being referred to Committee.

Council Member Newton explained it was not being referred to Committee. He pointed out that the WPCA was simply required to submit the report to the Council. Council Member Newton noted that Atty. Anastasi was present on the call and could verify this.

Atty. Anastasi said that there were a number of informational things that the City Clerk would place on the agenda. This item would be included in that category.

Council Member Pereira said that she did not understand why they were not just filed by the City Clerk. Atty. Anastasi said that they were required to officially present them to the Council.

**** THE MOTION TO APPROVE THE REFERRALS TO COMMITTEES PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA) AND ONE (1) ABSTENTION FROM AGENDA ITEM 69-20 (LYONS).**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***33-20 Contracts Committee Report re: Professional Services Agreement with Marshall K. Robinson for a Ballistics Expert in the Police Department.**

***60-20 Contracts Committee Report re: (Ref. #119-13) First Amendment to the Memorandum of Understanding (MOU) and License Agreement with Sacred Heart University, Inc. from August 2014.**

***58-20 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery.**

Council President Nieves asked if any Council Member wished to have an item removed from the Consent Calendar. Council Member Vizzo-Paniccia requested the removal of Agenda Item 60-20.

Council Member Pereira asked about the status of Agenda Item 58-20. Council President Nieves replied that it had been tabled until the Planning and Zoning Board held their 8-24 hearing.

Council Member Pereira requested the removal of Agenda Item 33-20.

33-20 Contracts Committee Report re: Professional Services Agreement with Marshall K. Robinson for a Ballistics Expert in the Police Department.

Council Member Herron said that as one of the Co-Chairs of the Contracts Committee, this item had been discussed by the Committee and unanimously approved.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 33-20 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH MARSHALL K. ROBINSON FOR A BALLISTICS EXPERT IN THE POLICE DEPARTMENT.**

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

Council Member Pereira said this was a complete violation of the Purchasing Ordinance. It needs to be a quality-based selection process. [Inaudible] She said they were told the individual was 81 years old and the only one who knows the system because he set it up. She added that it was important to be clear that everyone was replaceable and there were graveyards filled with people who thought that they were not replaceable. An 81-year-old individual who is the only one who understands the database is not good because something could happen to that individual. This in no way qualifies for a qualified purchase and not going out to bid. She stated that she was opposed to this.

Council Member Newton said that the Police Department had explained that the individual was qualified and also would have him train an officer in the Department. The Department feels that he is competent and they can not discriminate his age. He said that by training someone in the Department, they would not have to find an outside contractor.

Council Member Cruz said that he agreed with Council Member Newton. He said that the City was behind on the times and they need a ballistic expert. He mentioned the recent shootings at a nightclub and during a baseball game. He said that OSHA would never allow discrimination on age or disability.

Council Member Herron said she agreed. Mentioning those who are in the cemetery is uncalled for. This individual was highly recommended and she was not going to allow age discrimination. The Police Department has promised to train two officers to keep the work in house.

Council Member Vizzo-Paniccia said that she agreed with Council Member Newton, Council Member Cruz and Council Member Herron. This gentleman is there when he is needed and discrimination against someone for their age is wrong.

Council Member McBride-Lee said that she would be voting in favor of the individual, who might end up outliving the Council because no one knows what the future holds. The Council Members should not be speaking negatively about residents. The Police Department trusts him and that is enough. If he was asking for more money, there would be problems.

Council Member Silva said that this individual's experience is valuable. The City has many positions that need qualified individuals. His concern is having someone trained for this position.

Council Member Martinez said that she was in favor of supporting the service agreement of Mr. Robinson. His age should not be a Council concern, particularly after all the shootings in the last few days. With all due respect to this gentleman, she will be voting in support of the item.

Council Member Brantley requested a roll call vote in order to show the individual who was supporting him.

**** THE MOTION TO APPROVE AGENDA ITEM 33-20 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH MARSHALL K. ROBINSON FOR A BALLISTICS EXPERT IN THE POLICE DEPARTMENT PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

60-20 Contracts Committee Report re: (Ref. #119-13) First Amendment to the Memorandum of Understanding (MOU) and License Agreement with Sacred Heart University, Inc. from August 2014.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 60-20 CONTRACTS COMMITTEE REPORT RE: (REF. #119-13) FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) AND LICENSE AGREEMENT WITH SACRED HEART UNIVERSITY, INC. FROM AUGUST 2014.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Vizzo-Paniccia said that she would be voting against this item.

Council Member Lyons said that she voiced her comments at the meeting and she was disappointed that she did not receive a phone call about this.

**** THE MOTION TO APPROVE AGENDA ITEM 60-20 CONTRACTS COMMITTEE REPORT RE: (REF. #119-13) FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) AND LICENSE AGREEMENT WITH SACRED HEART UNIVERSITY, INC. FROM AUGUST 2014 PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (VIZZO-PANICCIA).**

MATTERS TO BE ACTED UPON:

42-20 Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program (#21210 & #21483).

**** COUNCIL MEMBER VALLE SAID THAT SHE WOULD LIKE TO TABLE AGENDA ITEM 42-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM (#21210 & #21483) AND SEND IT BACK TO THE PUBLIC SAFETY COMMITTEE.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION TO TABLE AGENDA ITEM 42-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM (#21210 & #21483) AND SEND IT BACK TO THE PUBLIC SAFETY PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council Member Valle said that there were some corrections that needed to be made and this was the reason they were sending the item back to Committee.

**** COUNCIL MEMBER BURNS MOVED TO ADD A MATTER REGARDING A POSSIBLE ACTION TO RESCIND THE MAY 3, 2021 VOTE TO DENY 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 BY FAILURE TO ACHIEVE A REQUIRED 2/3RD VOTE BASED ON FAILURE OF THE ITEM TO RECEIVE A FAVORABLE REPORT FROM THE CITY'S PLANNING AND ZONING COMMISSION AND IF RESCINDED, TO TAKE FURTHER ACTION ON THE MATTER BUT NOT LIMITED TO A VOTE TO APPROVE THE ITEM BY THE REQUISITE 2/3RDS MAJORITY.**

Council Member Burns said that this was to reconsider a vote on the billboard.

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that this was being added to the agenda without advance notice. Council President Nieves said that she had sent out a notice earlier in the day. Several Council Members stated that they had not received the email.

**** COUNCIL MEMBER DEFILIPPO MOVED TO TABLE THE MOTION TO ADD A MATTER REGARDING A POSSIBLE ACTION TO RESCIND THE MAY 3, 2021 VOTE TO DENY 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 BY FAILURE TO ACHIEVE A REQUIRED 2/3RD VOTE BASED ON FAILURE OF THE ITEM TO RECEIVE A FAVORABLE REPORT FROM THE CITY'S PLANNING AND ZONING COMMISSION AND IF RESCINDED, TO TAKE FURTHER ACTION ON THE MATTER BUT NOT LIMITED TO A VOTE TO APPROVE THE ITEM BY THE REQUISITE 2/3RDS MAJORITY**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Brown said that it was not on the agenda and therefore could not be tabled.

Council Member Newton explained that anyone who was on the prevailing side could bring a vote back for reconsideration. He reminded everyone that he had brought an item back before the Council a few months earlier without prior notification. There is nothing in the rules that required him to give advanced notice other than the fact that the item to reconsider had to be presented at the next Council Meeting.

Council Member Taylor-Moye said that Council Member Newton was correct and that was the process that was followed when there was an item to be reconsidered. Council Member Taylor-Moye said that Council Member Burns had done his due diligence and there were other Council Members who had reconsidered the matter.

Council Member Cruz said that he and Council Member Taylor-Moye had set up a meeting with Mr. Saffan and Mr. Bruce Barrett. There was an agreement to relocate the sign 100 feet further away. This is the opposite of when the City was giving more money to the Amphitheater. This will generate revenue.

Council Member Brantley requested a roll call vote.

**** THE MOTION TO ADD A MATTER REGARDING A POSSIBLE ACTION TO RESCIND THE MAY 3, 2021 VOTE TO DENY 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 BY FAILURE TO ACHIEVE A REQUIRED 2/3RD VOTE BASED ON FAILURE OF THE ITEM TO RECEIVE A FAVORABLE REPORT FROM THE CITY'S PLANNING AND ZONING COMMISSION AND IF RESCINDED, TO TAKE FURTHER ACTION ON THE MATTER BUT NOT LIMITED TO A VOTE TO APPROVE THE ITEM BY THE REQUISITE 2/3RDS MAJORITY PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND TWO (2) OPPOSED (DEFILIPPO AND PEREIRA).

****COUNCIL MEMBER BURNS MOVED TO RESCIND THE MAY 3, 2021 VOTE ON 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.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that the sign would need to meet the required zoning regulation. Council Member Burns said that it meets the State requirement but does not meet the City requirement. It has to go before Zoning for approval.

Council Member Pereira said that it would have to wait for a year before going back to Zoning.

Atty. Pacacha said that this was not a site plan review, only for an 8-24 review and there was no prohibition on it coming back for a review.

Council Member Lyons asked why they were not waiting for what P&Z would decide.

Atty. Pacacha said that the City Council was only one step in the process and waiting for P&Z would just delay the process. This was just for a lease to the project if the operator obtains a permit.

Council Member Vizzo-Paniccia asked what the difference between the distillery and the sign was. She wished to know why the sign has to go back but the distillery doesn't.

Atty. Anastasi said that the Council had received a report but the body had disagreed. This is just a necessary step in order to obtain the other permits required.

Atty. Pacacha said that the OPED often enters into LDAs before the developers have received their permits. Otherwise, it is not in their best interest to spend money only to have the Council deny the application.

Council Member Newton reminded everyone that in the contract, it states that a billboard would be included. This is a binding, legal agreement.

Atty. Pacacha said that the City has a binding, legal contract. However, the legal agreement was to entertain a request for a billboard. The billboard is in the City's best interest since it would increase ticket sales. The Council is not approving a billboard, but simply stating that if the developer meets all of the requirements, they would consider a lease.

Council Member Pereira spoke about Chapter 126. Her comments were inaudible.

Atty. Anastasi said that if Council Member Pereira was speaking about an 8-24 review, the item has already been reviewed by P&Z and the Council is required approve it by a 2/3rd vote. It is going back to the P&Z regarding change in the distance between billboards.

Council Member Pereira said that it needs another 8-24 report.

Atty. Pacacha said that the sole role of the P&Z Commission was to determine whether it was consistence with the Master Plan.

Council Member Pereira objected because the proposal was being changed by the distance between signs. Atty. Pacacha said that there was no authority behind that statement.

Council Member DeFilippo said that the contract required them to pay money to the City, which they haven't done. It is wrong to approve something before it has been permitted.

Atty. Anastasi said that it does not make sense for a developer to pursue permits and applications without an LDA.

Council Member DeFilippo said that the developers know what specs they have to meet.

**** COUNCIL MEMBER MCCARTHY MOTIONED TO MOVE THE QUESTION.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO MOVED THE QUESTION PASSED UNANIMOUSLY.**

**** THE MOTION TO RESCIND THE MAY 3, 2021 VOTE ON 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 PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN AND NEWTON) AND FIVE (5) OPPOSED (DEFILIPPO, VIZZO-PANICCIA, LYONS, PEREIRA AND MARTINEZ).**

**** COUNCIL MEMBER BURNS MOVED TO AMEND 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.
** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Burns noted that the location and language had been championed by Council Member McCarthy and the sign was moved to a more compliant location.

Council Member Pereira this in no way conforms to the regulation and she will be at the Planning and Zoning to state her objections. She stated that she did not know why the City does so much to appease Mr. Saffan who takes advantage of the Bridgeport taxpayers.

**** COUNCIL MEMBER MCCARTHY MOVED QUESTION.
** COUNCIL MEMBER NEWTON SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

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

**** COUNCIL MEMBER BURNS MOVED 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 AS AMENDED.**

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

**** THE MOTION TO 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 AS AMENDED PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND FOUR (4) OPPOSED (DEFILIPPO, VIZZO-PANICCIA, LYONS AND PEREIRA).**

ADJOURNMENT

- ** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.**
- ** COUNCIL MEMBER MCBRIDE-LEE SECONDED.**

Council Member Burns said that there was still one more item to consider.

- ** COUNCIL MEMBER BRANTLEY WITHDREW HER MOTION TO ADJOURN.**

Council Member Burns said that there was one more item being added to the agenda.

- ** COUNCIL MEMBER BURNS MOVED TO ADD AN ITEM TO THE AGENDA REGARDING ARA RESCUE MONEY TO BE REFERRED TO THE BUDGET & APPROPRIATIONS COMMITTEE. (ITEM #76-20)**
- ** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira asked for clarification and if it was related to the \$115,000. She said that she did not have a single document about this. Council Member Burns said that would discuss in Committee. Council Member Pereira said that there was a proposal about the funding and potential items. Council Member Burns said that he had just gotten a copy. Council Member Pereira said that it was in Council Member Burns' possession but no one else had a copy. This was withholding information.

Council Member Newton said that the item would be presented to the Committee.

- ** THE MOTION TO ADD AN ITEM TO THE AGENDA REGARDING ARA RESCUE MONEY TO BE REFERRED TO THE BUDGET & APPROPRIATIONS COMMITTEE PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

- ** COUNCIL MEMBER BURNS MOVED TO REFER AN ITEM REGARDING THE ARA MONEY TO THE BUDGET & APPROPRIATIONS COMMITTEE.**
- * COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

Council Member Pereira said that the amount was \$110,000 and the withholding the document was done intentionally.

- ** THE MOTION TO REFER AN ITEM REGARDING THE ARA MONEY TO THE BUDGET & APPROPRIATIONS COMMITTEE PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

ADJOURNMENT

- ** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.**
- ** COUNCIL MEMBER NEWTON SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:24 p.m.

Respectfully submitted
Telesco Secretarial Services

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

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday evening, May 17, 2021** beginning at **7:00 p.m.**, relative to the following item listed below. The Public Hearing will be conducted by Zoom/Teleconference. The public may dial in to this meeting by calling the following conference line and then entering the conference code:

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

- Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to allow for an Outdoor Tasting and Picnic Area for Fifth State Distillery. [58-20]

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

1 Edition, Connecticut Post:

PLEASE PUBLISH ON (Sunday, May 2, 2021)

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

Account #: 111171

PO: 21000449-00

Dated: April 27, 2021

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members

Mayor Joseph P. Ganim

J. Hawkins, CAO

J. Gomes, Assistant CAO

D. Shamas, Chief of Staff

T. Gaudett, Mayor's Aide

R. Christopher Meyer, City Attorney

M. Anastasi, Esquire,

E. Adams, Dir., Government Accountability & Integrity

T. Gill, Director, OPED

B. Coleman, Deputy Director, OPED

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

PUBLIC HEARING

MEETING DATE: **May 17, 2021**

NO. **58-20**

COMMITTEE: **Joint ECD & Environment & Contracts**

REFERRED TO COMM.:

SUBJECT: **Proposed Resolution Authorizing a Lease Agreement for a portion of 80 Hastings Street to all for an Outdoor Tasting and Picnic Area for Fifth State Distillery.**

MOTION BY: Matthew McCarthy

2ND BY: J. Herron

APPROVED _____ DENIED _____ TABLED X REF. TO COMM. _____

REMARKS:

	YES	NO
Scott Burns		
Matthew McCarthy		
Jorge Cruz, Sr.		
Denese Taylor-Moye		
Marcus Brown		
M. Evette Brantley		
Michael DeFilippo		
Jeanette Herron		
Michelle A. Lyons		Opposed
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Avelino D. Silva		
Alfredo Castillo		
Aidee Nieves		
Maria I. Valle		
Maria H. Pereira		Opposed
Samia S. Suliman		
Eneida L. Martinez		
Ernest E. Newton, II.		

RECEIVED
 CITY CLERKS OFFICE
 21 MAY 18 PM 12:17
 ATTEST
 CITY CLERK

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

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday evening, May 17, 2021** beginning at **7:00 p.m.**, relative to the following item listed below. The Public Hearing will be conducted by Zoom/Teleconference. The public may dial in to this meeting by calling the following conference line and then entering the conference code:

Dial In Number: (929) 436 2866

Meeting ID: 381 083 245

Item #59-20

Proposed Resolution authorizing the Disposition of Four (4) City-Owned Properties.

- 166-168 Fourth Street
- 1503 State Street #Rear
- 33-35 Lee Avenue
- 1564 Seaview Avenue

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

2 Editions, Connecticut Post:

PLEASE PUBLISH ON (Friday, May 7, 2021 and Friday May 14, 2021)

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

Account #: 111171

PO: 21000449-00

Dated: April 27, 2021

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Public Hearing

April 27, 2021

Page 2 of 2

Ec: City Council Members

Mayor Joseph P. Ganim

J. Hawkins, CAO

J. Gomes, Assistant CAO

D. Shamas, Chief of Staff

T. Gaudett, Mayor's Aide

R. Christopher Meyer, City Attorney

M. Anastasi, Esquire,

E. Adams, Dir., Government Accountability & Integrity

T. Gill, Director, OPED

B. Coleman, Deputy Director, OPED

M. Perez, Director, Business Development, OPED

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

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday evening, May 17, 2021** beginning at **7:00 p.m.**, relative to the following item listed below. The Public Hearing will be conducted by Zoom/Teleconference. The public may dial in to this meeting by calling the following conference line and then entering the conference code:

Dial In Number: (929) 436 2866

Meeting ID: 381 083 245

- Proposed Resolution Approving Programs for Connecticut Neighborhood Assistance Tax Credit Program Application. [66-20]

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

1 Edition, Connecticut Post:

PLEASE PUBLISH ON (Sunday, May 9, 2021)

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Dated: May 4, 2021

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City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Public Hearing

May 4, 2021

Page 2 of 2

Ec: City Council Members
Mayor Joseph P. Ganim
J. Hawkins, CAO
J. Gomes, Assistant CAO
D. Shamas, Chief of Staff
T. Gaudett, Mayor's Aide
R. Christopher Meyer, City Attorney
M. Anastasi, Esquire,
E. Adams, Dir., Government Accountability & Integrity
T. Gill, Director, OPED
B. Coleman, Deputy Director, OPED
M. Perez, Director of Business Development/NAA Coordinator
V. Mobilio, Economic Development Associate

COMM. 69-20 ACCEPTED AND MADE PART OF THE RECORD
on 5/17/2021

MEMORANDUM

DATE: May 5, 2021
TO: Lydia N. Martinez, City Clerk
FROM: Lauren M Mappa, P.E. General Manager *Lauren M Mappa*
RE: City of Bridgeport Water Pollution Control Authority
Proposed Budget for Fiscal Year 2021-2022

Below is the memo that was sent to City Clerk's Office on April 1, 2021. We were notified today on May 5th by Francis Qrtiz that the incorrect Ordinance and Section number was used. The Ordinance and Section should be 13.04-420 not 13.04-220

We are filing at your office pursuant to Water Pollution Control Authority Bridgeport City Ordinance, Section 13.04-420. Please distribute to copies to the Common Council members.

Attachments

RECEIVED
CITY CLERKS OFFICE
21 MAY -5 PM 4: 02
ATTEST
CITY CLERK

Ortiz, Frances

From: Walker, Stephen
Sent: Wednesday, May 5, 2021 3:29 PM
To: Ortiz, Frances
Cc: McBennettMappa, Lauren
Subject: correct memo
Attachments: doc04818720210505142357.pdf

Francis,

Attached is the memo. Thanks for your help

Stephen Walker, MBA
Director of Finance
Water Pollution Control Authority
695 Seaview Avenue
Bridgeport, Ct 06607
Phone 203-332-5604
Fax 203-576-7005

REC'D
CITY CLERKS OFFICE
21 MAY - 5 PM 4:02
ATTEST
CITY CLERK



WATER POLLUTION CONTROL AUTHORITY
for the City of Bridgeport

695 Seaview Avenue • Bridgeport, Connecticut 06607-1628
Telephone (203) 332-5550 • Fax (203) 576-7005

Lauren McBennett Mappa, P.E.
General Manager

RECEIVED
CITY CLERKS OFFICE
21 APR - 1 PM 1:42
ATTEST
CITY CLERK

MEMORANDUM

DATE: April 1, 2021
TO: Lydia N. Martinez, City Clerk
FROM: Lauren M Mappa, P.E. General Manager *Lauren M Mappa*
RE: City of Bridgeport Water Pollution Control Authority
Proposed Budget for Fiscal Year 2021-2022

Attached is a copy of the City of Bridgeport Water Pollution Control Authority's Proposed Budget for the Fiscal Year 2021-2022. We are filing at your office pursuant to Water Pollution Control Authority Bridgeport City Ordinance, Section 13.04-220. The Common Council members have been cc on this email and have received a copy of the budget

Attachments



WATER POLLUTION CONTROL AUTHORITY
for the City of Bridgeport

695 Seaview Avenue • Bridgeport, Connecticut 06607-1628
Telephone (203) 332-5550 • Fax (203) 576-7005

Lauren McBennett Mappa, P.E.
General Manager

RECEIVED
CITY CLERKS OFFICE
21 APR - 1 PM 1:42
ATTEST
CITY CLERK

MEMORANDUM

DATE: March 25, 2021
TO: WPCA Board Members
FROM: Lauren M Mappa, P.E. *Lauren Mappa*
General Manager
RE: WPCA Fiscal 2021-2022 Proposed Budget

Attached is the General Manager's Proposed Budget for Fiscal 2021-2022

The proposed user rate in this budget is \$6.311 which is a .187 cents increase in the user rate from Fiscal 2020-2021.

The major changes in costs in this budget are primarily in the following areas:

The Operation and Maintenance contract fee is higher by \$675,439 due to the expected contract minimum CPI Index increase of 2.5%.

Natural gas and fuel is expected to remain close to current price with a modest decrease over the fiscal year.

Bad Debts are expected to increase by \$283,795 over the last fiscal year.

Sewer rehabilitation is expected to remain level for anticipated heavy cleaning cost for replacement and lining of sewers in the CSO projects where CT DEEP funding does not cover this cost when needed prior to sewer lining.

The equipment area includes replacement and or rehabilitation of various equipment at both treatment plants.

The WPCA is in the beginning stages of major upgrades to both the East and West side Treatment Plants.

Debt Services payments on loans and bonds increased from the prior fiscal year.

Operating reserves are unchanged but may be needed for any increased cost beyond contractual amounts for sludge disposal, chemical costs and equipment repairs.

The Revenue area has changed versus last year in the following areas:

Total anticipated Bridgeport sewer user revenue is expected to increase by \$930,000 for the Fiscal Year 2020-2021.

Total Trumbull revenue is anticipated to increase modestly due to the decrease in the discount per the agreement. For the 2021-2022 Fiscal year the discount is 3%.

The collection rate on accounts receivables has decreased from last fiscal year to 95 percent.

Revenues from outside communities are expected unchanged water usage.

This budget includes \$1,065,000 new bond funds to cover capital expenditures since the City issued Bonds in the Spring of 2020.

Attachments

**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT**

PROPOSED BUDGET

FISCAL 2021/2022

March 25, 2021

**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT
FISCAL 2021-2022 PROPOSED BUDGET**

	PROPOSED FY 2022 BUDGET
REVENUES:	
BRIDGEPORT	\$31,266,246
OUTSIDE COMMUNITIES	6,810,069
INTEREST ON INVESTMENTS	4,000
SEPTIC TICKET REVENUE	1,183,000
OTHER REVENUE	165,000
BOND REVENUE-CAPITAL PROJECTS	865,000
ARREARAGE COLLECTIONS	1,710,000
TOTAL REVENUES	\$42,003,315
 EXPENSES:	
OPERATIONS, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT	\$27,693,000
UTILITIES	2,615,000
ADMINISTRATION	2,094,005
COLLECTION SYSTEM REHABILITATION	1,404,330
NITROGEN PAYMENT	250,000
CITY OVERHEAD COSTS	475,000
COLLECTION FEES	300,000
DEBT SERVICE-BONDS	668,871
STATE LOAN RESERVE FUNDING	2,922,491
EQUIPMENT & VEHICLES	1,577,500
BAD DEBT RESERVES	1,753,118
OPERATING RESERVE	250,000
TOTAL EXPENSES	\$42,003,315

The approved usage fee and rates are as follows:

Sewer Use Per Hundred Cubic Feet(CCF)or 748 Gallons	\$6.311
Industrial Biological Oxygen Demand Surcharge per Pound	\$0.48
Industrial Total Suspended Solids Surcharge per Pound	\$0.43

Sewer Connection Permit Fee (New Connections):

Sanitary-Single Family Dwelling	\$125
Sanitary-Multiple Family Dwelling(up to 4 units)	\$200
Sanitary-Multiple Family Dwelling(5 or more units) additional charge per unit over 4	\$50
Sanitary-Commercial/Industrial Building	\$275
Storm Sewer(Residential per connection)	\$125
Storm Sewer(Commercial/Industrial per connection)	\$275

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CONTRACT OPERATOR COST	SCHEDULE B 6
MAJOR PROJECT AND SOURCE OF FUNDING	SCHEDULE C 7-13
STATE LOAN RETIREMENT FUNDING	SCHEDULE D 14-17
CAPITAL BUDGET	SCHEDULE E 18
PLANNED SEWR REHABILITATION	SCHEDULE F 19
PERMIT AND MISCELLANEOUS FEES	SCHEDULE G 20

NEW A/C#	ACCOUNT DESCRIPTION	2017/2018 ACTUAL	2018/2019 ACTUAL	2019/2020 ACTUAL	2020/2021 MODIFIED BUDGET	2020/2021 ESTIMATE	2021/2022 PROPOSED BUDGET
DEPT. 400 - ADMINISTRATION							
1000	SALARIES	608,314	620,531	703,935	767,084	707,878	797,499
1140	LONGEVITY	3,950	2,175	2,325	2,475	4,350	4,500
1108	OVERTIME	8,509	12,142	9,474	25,000	950	25,000
2000	BENEFITS	271,587	378,100	354,471	371,078	362,785	376,290
3605	SEMINAR,CONF. FEES & MEMBERSHIPS	420	0	0	2,300	0	2,300
3705	ADVERTISING	3,232	0	3,039	8,500	4,000	8,500
3720	TELEPHONE	1,938	2,263	3,020	3,500	3,210	4,000
3905	REIMBURSED TRAVEL	1,840	0	0	2,500	0	2,500
4020	COMPUTER PARTS	0	0	0	500	0	500
4555	COMPUTER SUPPLIES	0	163	863	1,600	750	1,600
4550	COMPUTER SOFTWARE	0	0	0	1,200	0	1,200
4610	DIESEL FUEL	47,425	52,660	36,094	120,000	28,875	120,000
4615	GASOLINE FOR VEHICLES	57,687	61,135	46,606	105,200	44,620	105,200
4675	SUPPLIES-OFFICE	2,914	2,781	2,974	3,000	2,974	3,000
4680	PERMITS(NPDES)	7,217	6,604	0	8,400	7,640	8,400
4705	SUBSCRIPTIONS	0	0	38	300	250	300
4725	POSTAGE DIRECT	0	0	840	2,500	1,500	2,000
4745	SAFETY EQUIPMENT	0	264	339	800	500	800
5055	COMPUTER EQUIPMENT	335	100	0	7,500	1,000	7,500
5150	OFFICE EQUIPMENT	750	396	212	750	250	750
5155	EQUIPMENT RENTAL	2,093	2,124	2,324	2,500	2,300	3,000
5530	OFFICE FURNITURE	1,365	769	1,313	3,750	1,500	3,750
6010	ENGINEERING SERVICES	262,423	196,725	184,948	400,000	323,576	400,000
6010	MS4 WATER QUALITY CONSULTANT				25,000		25,000
6010	COST OF SVC Study				35,000		35,000
6055	COMPUTER SERVICES	1,077	755	1,929	3,500	1,500	3,500
6065	COMMUNICATION EQUIP-M&R	13,256	14,500	14,500	14,500	14,500	14,500
6100	AUDIT FEES	16,000	16,000	16,000	16,000	16,000	16,000
6110	BILLING SERVICES	0	0	0	3,400	0	3,400
6130	LEGAL SERVICES	55,715	33,841	35,199	175,000	32,500	175,000
6175	M & R EQUIP.-OFFICE EQUIP	2,037	2,204	2,221	2,250	1,500	2,250
6180	OTHER SERVICES	49,994	33,684	11,282	65,000	39,675	65,000
6200	PRINTING-IN HOUSE	684	506	0	2,000	1,200	2,000
6225	SECURITY SERVICES	3,389	0	0	3,400	3,400	3,400
7005	CONTINGENCY	87,489	7,151	27,038	100,000	10,000	100,000
8801	GASOLINE& DIESEL/ RECOVERY	(105,112)	(113,795)	(82,700)	(225,200)	(73,495)	(225,200)
8803	M & R EQUIP. & SECURITY-RECOVERY	0	0	0	(8,934)	0	(8,934)
9015	PRINTING SERVICES	140	1,541	3,941	4,500	3,941	4,500
2278	WORKERS COMPENSATION	0	0	0	0	0	0
TOTAL DEPT 400		1,406,668	1,335,317	1,382,223	2,055,853	1,549,629	2,094,005

A/C #	ACCOUNT DESCRIPTION	2016/2017 ACTUAL	2017/2018 ACTUAL	2019/2020 ACTUAL	2020/2021	2020/2021	2021/2022
					MODIFIED BUDGET	ESTIMATE	PROPOSED BUDGET
DEPT. 401- WPCA OTHER							
3140	NATURAL GAS	113,045	110,175	85,001	140,000	102,000	140,000
3130	ELECTRICITY	2,133,596	2,449,011	2,168,071	2,475,000	2,264,796	2,475,000
3210	DEBT SVC-INTEREST '09-CITY BONDS	0	0	0	67,798	67,798	62,642
3205	DEBT SVC- PRINCIPAL- '09 CITY BONDS	224,332	170,812	198,610	89,901	89,901	93,289
3210	DEBT SVC-INTEREST 2010-CITY BONDS	221,564	226,713	352,003	9,365	9,365	8,648
3205	DEBT SVC- PRINCIPAL- 2010 CITY BONDS	0	0	0	21,549	21,549	22,206
3210	DEBT SVC-INTEREST 2012-CITY BONDS	0	0	0	52,639	52,639	48,972
3205	DEBT SVC- PRINCIPAL- 2012 CITY BONDS	0	0	0	73,341	73,341	77,024
3210	DEBT SVC-INTEREST 2016-CITY BONDS		0	0	37,854	37,854	36,810
3210	DEBT SVC-PRINCIAL 2016-CITY BONDS			0	20,866	20,866	20,866
3210	DEBT SVC-INTEREST 2017-CITY BONDS				39,506	39,506	38,058
3210	DEBT SVC-PRINCIAL 2017-CITY BONDS				28,206	28,206	29,709
3210	DEBT SVC-INTEREST 2018-CITY BONDS				42,500	62,250	61,153
3210	DEBT SVC-PRINCIAL 2018-CITY BONDS				50,000		43,862
3210	DEBT SVC-INTEREST 2019-CITY BONDS				62,250	42,500	42,500
3210	DEBT SVC-PRINCIAL 2019-CITY BONDS				0	0	30,282
3210	DEBT SVC-INTEREST 2020-CITY BONDS					52,703	52,850
3210	DEBT SVC-PRINCIAL 2020-CITY BONDS						0
7950	BAD DEBTS & ADJUSTMENTS	(254,900)	91,342	(38,953)	1,469,323	0	1,753,118
3301	CITY ADMIN. ALLOCATION	475,000	475,000	475,000	475,000	475,000	475,000
6060	SEWER REHABILITATION	1,063,266	952,394	1,566,164	1,404,330	850,000	1,404,330
4365	COLLECTION EXPENSE	300,000	300,000	300,000	300,000	300,000	300,000
	STATE LOAN FUNDING RESERVE	4,711,121	4,504,067	4,353,019	2,754,896	2,754,896	2,922,491
4324	OPERATIONS, MAINTENANCE					0	0
	& MGT SERVICES AGREEMENT	25,116,504	25,906,601	26,945,367	27,017,562	27,017,562	27,693,000
4324	NITROGEN PAYMENT		0	183,476	400,000	0	250,000
4324	OPERATING RESERVES	0	0	0	250,000	0	250,000
6170	SEASIDE VILLAGE				2,718,500	2,509,110	450,000
6170	VEHICLES	0	0	0	400,000	0	400,000
6170	MS 4 MAPING		57,319	17,955	75,000	75,000	75,000
6170	EQUIPMENT	351,623	273,243	791,142	167,500	0	167,500
6170	AIR SYSTEM	134,187	134,187	134,187	145,000	134,187	135,000
6170	EQUIPMENT M&R	0	0	0	350,000	0	350,000
TOTAL DEPT 181-OTHER		34,589,337	35,650,864	37,531,042	41,137,886	37,081,030	39,909,310
TOTAL EXPENSES		35,996,006	36,986,181	38,913,265	43,193,739	38,630,659	42,003,315

PERSONNEL SHEET

FISCAL 2022 PRELIMINARY BUDGET

SALARY AND BENEFITS

DIVISION: 180 ADMIN OFFICE

02/24/21

SCHEDULE A

5

POSITION	Job Code	UNION	PROJECTED ANNUAL SALARY	LONGEVITY	OVERTIME	BENEFITS	GRAND TOTAL
GENERAL MANAGER		S	158,035.54	0.00		39,150.31	197,185.85
DIRECTOR OF FINANCE		S	100,331.77	0.00		10,750.26	111,082.03
ACTING MGR TRMT& FIELD OPS	8322	S	131,251.61	1,350.00		47,903.38	180,504.99
RESIDENT ENGINEER		S	42,214.23	0.00		17,193.10	59,407.33
CONSTRUCTION INSPEC	8213	S	65,919.26	1,875.00		38,334.54	106,128.80
SUPERVISOR-CSO	8308	S	30,920.24	0.00		14,747.95	45,668.20
CIVIL ENGINEER 1	2201	S	87,625.45	0.00		17,057.70	104,683.15
TYPIST 2	1233	G	47,092.58	0.00		11,866.57	58,959.16
ACCOUNTANT	1240	S	82,664.96	1,275.00		39,915.28	123,855.24
COLLECTION AIDE (Note 1)	1248	G	51,443.59	0.00		11,716.51	63,160.10
NUMBER OF EMPLOYEES:		10					
Sub-total			797,499.23	4,500.00		248,635.61	1,050,634.84

OVERTIME:

ADD'L BENEFITS ON BUDGETED

OVERTIME

MERF

MEDITAX

FICA TAX

Retirement medical

	25,000.00						
		14.00%				3,500.00	3,500.00
		1.45%				362.50	362.50
		6.20%				0.00	0.00
						125,666.40	125,666.40
						378,164.51	1,205,163.74

Note 1: Works at City attorney's office

Merf	120,949.89
Medicare	11,926.24
FICA	4,534.34
Life Ins	579.60
Health Ben	240,174.44
	<u>378,164.51</u>

INFRAMARK
CONTRACT COSTS

FOR FISCAL 2022 BUDGET

6

SCHEDULE B

BASE ANNUAL CONTRACT AMOUNT: \$27,943,000

FIRST CPI ADJUSTMENT BASED ON PERCENT CHANGE IN CPI FROM STARTING DATE OF CONTRACT (December 31, 2013)
NEXT ADJUSTMENT BASED ON COMPARISON WITH CPI INDEX AS OF JUNE 30, 2020 VS JUNE 30, 2021
(MINIMUM CPI ADJUSTMENT IS 2.5% PER CONTRACT YEAR)

Budget Year	Time Period	Contract Year	Contract Amount	Prior Yr CPI Adjusted Contract Amount	Minimum CPI Rate Adj.	Annual CPI Dollar Adjustment	Contract Fee Budget Year Cost	Monthly Fee
2014	01/01/14-6/30/14	1	\$11,459,683				\$11,459,683	\$1,909,947.17
2015	07/01/14-6/30/15	2	\$22,919,366	\$23,285,617	1.5980%	\$366,251	\$23,285,617	\$1,940,468.12
2016	7/01/15-6/30/16	3		\$23,867,758	2.5000%	\$582,140	\$23,867,758	\$1,988,979.83
2017	7/1/16-6/30/17	4		\$24,464,452	2.5000%	\$596,694	\$24,464,452	\$2,038,704.32
2018	7/1/17-6/30/18	5		\$25,076,063	2.5000%	\$611,611	\$25,076,063	\$2,089,671.93
2019	7/1/18-6/30/19	6		\$25,715,703	2.5508%	\$639,640	\$25,715,703	\$2,142,975.28
2020	7/1/19-6/30/20	7		\$26,358,596	2.5000%	\$642,893	\$26,358,596	\$2,196,549.66
2021	7/1/20-6/30/21	8		\$27,017,561	2.5000%	\$658,965	\$27,017,561	\$2,251,463.40
2022	7/1/21-6/30/22	8			2.5000%	\$675,439	\$27,693,000	\$2,307,749.99

Contract fee for Fiscal 2021
Additional chemical cost for Fiscal 2022

\$27,693,000
\$250,000

Total Contract cost for Fiscal 2021

\$27,943,000

NORTHEAST URBAN
ALL ITEMS NOT SEASONALLY ADJUSTED
CPI SERIES: cuur0100sa0

INDEX DATE	CPI	INDEX CHANGE VS 12/31/2013	CPI PERCENT CHANGE VS 12/31/2013	CPI PERCENT CHANGE USED FOR FEE ADJ EFFECTIVE
Dec 31, 2013	249.567			
June 30, 2014	253.555	3.988	1.5980%	7/1/2014
June 30, 2015	253.626	0.071	0.0280%	7/1/2015
June 30, 2016	255.471	1.845	0.7274%	7/1/2016
June 30, 2017	259.335	3.864	1.5125%	7/1/2017
June 30, 2018	265.950	6.615	2.5508%	7/1/2018
June 30, 2019	270.133	4.183	1.5729%	7/1/2019
June 30, 2020	272.283	2.150	0.7959%	7/1/2020
INDEX DATE	CPI	Vs 12/31/20	Vs 12/31/20	Vs 6/30/20
Jan 31, 2021	275.427	3.1440	1.1547%	

CPI STARTING POINT

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

	ACTUAL SPENDING AS OF 6/20	FY 2021 ESTIMATE	FY 2022 BUDGET	FY '23 - FY '29							TOTAL PROJECT COSTS
				FY '23 LTP	FY '24 LTP	FY '25 LTP	FY '26 LTP	FY '27 LTP	FY '28 LTP	FY '29 LTP	
FACILITIES PLAN FOR WSTP & ESTP											
LOCAL SHARE	536,045	666,184									1,202,229
LOAN											0
GRANT	855,166	814,225									1,469,391
	<u>1,191,211</u>	<u>1,480,409</u>									<u>2,671,620</u>
SLUDGE PROCESSING-DESIGN											
EAST & WEST TREATMENT PLANTS											
LOAN	400,000	400,000	800,000								1,600,000
GRANT	100,000	100,000	200,000								400,000
	<u>500,000</u>	<u>500,000</u>	<u>1,000,000</u>								<u>2,000,000</u>
LOW LEVEL NITROGEN AND SLUDGE PROCESSING-CONSTRUCTION											
WEST TREATMENT PLANTS											
LOAN	39,200,000	39,200,000	39,200,000	39,200,000	39,200,000	39,200,000	39,200,000	39,200,000	39,200,000	39,200,000	274,400,000
GRANT	16,800,000	16,800,000	16,800,000	16,800,000	16,800,000	16,800,000	16,800,000	16,800,000	16,800,000	16,800,000	117,600,000
	<u>56,000,000</u>	<u>56,000,000</u>	<u>56,000,000</u>	<u>56,000,000</u>	<u>56,000,000</u>	<u>56,000,000</u>	<u>56,000,000</u>	<u>56,000,000</u>	<u>56,000,000</u>	<u>56,000,000</u>	<u>392,000,000</u>
LOW LEVEL NITROGEN AND SLUDGE PROCESSING-CONSTRUCTION											
EAST TREATMENT PLANTS											
LOAN	21,000,000	21,000,000	21,000,000	21,000,000	21,000,000	21,000,000	21,000,000	21,000,000	21,000,000	21,000,000	105,000,000
GRANT	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	45,000,000
	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>30,000,000</u>	<u>150,000,000</u>
TOTAL TREATMENT FACILITIES											
LOAN	79,631,761	400,000	400,000	40,000,000	39,200,000	60,200,000	60,200,000	60,200,000	60,200,000	60,200,000	460,631,761
GRANT	25,994,962	918,908	100,000	17,000,000	16,800,000	25,800,000	25,800,000	25,800,000	25,800,000	25,800,000	189,813,870
LOCAL SHARE	766,463	873,016	0	0	0	0	0	0	0	0	1,975,524
	<u>106,393,186</u>	<u>1,991,924</u>	<u>500,000</u>	<u>57,000,000</u>	<u>56,000,000</u>	<u>86,000,000</u>	<u>86,000,000</u>	<u>86,000,000</u>	<u>86,000,000</u>	<u>86,000,000</u>	<u>652,421,155</u>

CSO PROJECTS

	ACTUAL SPENDING AS OF 6/18	FY 2019 ESTIMATE	FY 2020 BUDGET	FY '21 - FY '27							TOTAL PROJECT COSTS
				FY '21 LTP	FY '22 LTP	FY '23 LTP	FY '24 LTP	FY '25 LTP	FY '26 LTP	FY '27 LTP	
MCSO A,B,C, & D: CWF 109C-CD2											
LOANS	3,040,718										3,040,718
GRANTS	6,635,053										6,635,053
	<u>9,675,771</u>										<u>9,675,771</u>
JOHNSON CREEK CSO E DESIGN CWF 208D											
LOANS	136,000										136,000
GRANTS	127,000										127,000
	<u>263,000</u>										<u>263,000</u>
CONSTRUCTION CWF 208C											
LOANS	3,889,833										3,889,833
GRANTS	3,789,832										3,789,832
	<u>7,679,665</u>										<u>7,679,665</u>
YELLOW MILL CHANNEL & HARBORPOINTE CSO F CWF208D											
DESIGN:											
LOANS	570,147										570,147
GRANTS	554,136										554,136
	<u>1,124,283</u>										<u>1,124,283</u>
CONSTRUCTION: CWF372C											
CSO F1,F2,F3 & F4											
LOANS	5,719,151										5,719,151
GRANTS	5,034,152										5,034,152
	<u>10,753,303</u>										<u>10,753,303</u>

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

11

	ACTUAL SPENDING AS OF 6/20	FY 2021 ESTIMATE	FY 2022 BUDGET	FY '23 LTP	FY '24 LTP	FY '25 LTP	FY '26 LTP	FY '27 LTP	FY '28 LTP	FY '29 LTP	TOTAL	
											PROJECT COSTS	PROJECT COSTS
CSO H DESIGN CWF 621D LOANS GRANTS	1,260,771 1,236,439 2,497,210											1,260,771 1,236,439 2,497,210
CSO H CONSTRUCTION CWF 621C (H-1 & H-2) LOANS GRANTS	3,956,483 3,933,371 7,889,854											3,956,483 3,933,371 7,889,854
CSO H CONSTRUCTION CWF 628C LOANS GRANTS	7,456,209 7,438,197 14,894,406											7,456,209 7,438,197 14,894,406
CSO H CONSTRUCTION CWF 681C LOANS GRANTS	1,561,171 1,545,120 3,106,291											1,561,171 1,545,120 3,106,291
CSO H CONSTRUCTION CWF 706D/C LOANS GRANTS	1,963,076 1,963,078 3,926,154	1,812,578 1,797,575 3,610,153										3,775,654 3,760,653 7,536,307
CSO H 3 CONSTRUCTION CWF 736 DC LOANS GRANTS		720,590 715,590 1,436,179	720,590 715,590 1,436,179									2,161,769 2,146,769 4,308,538
CSO H 5 CONSTRUCTION CWF LOANS GRANTS							1,750,000 1,750,000 3,500,000	1,750,000 1,750,000 3,500,000				3,500,000 3,500,000 7,000,000
CSO H 6 CONSTRUCTION CWF LOANS GRANTS									1,750,000 1,750,000 3,500,000	1,750,000 1,750,000 3,500,000		3,500,000 3,500,000 7,000,000
CSO PROJECTS- LONG TERM CONTROL PLAN STAGE 1- PLANNING(ASH CREEK) LOCAL SHARE LOANS GRANTS		157,500 192,500	157,500 192,500									315,000 385,000
DESIGN & CONSTRUCTION STAGE 1- DESIGN(ASH CREEK) LOANS GRANTS				1,500,000 1,500,000	1,500,000 1,500,000							3,000,000 3,000,000
STAGE 1- CONSTRUCTION LOANS GRANTS				250,000 250,000	3,500,000 3,500,000	3,500,000 3,500,000						7,250,000 7,250,000
STAGE 2-WQT LOANS GRANTS						350,000 350,000						350,000 350,000

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
SPENDING AND SOURCE OF FUNDING

SCHEDULE C

12

ACTUAL SPENDING AS OF 6/20	FY 2021 ESTIMATE	FY 2022 BUDGET	FY '23 LTP	FY '24 LTP	FY '25 LTP	FY '26 LTP	FY '27 LTP	FY '28 LTP	FY '29 LTP	TOTAL PROJECT COSTS	
STAGE 2- CONSTRUCTION											
LOANS											
GRANTS											
STAGE 3-CEDAR CREEK& WQT											
LOANS			250,000	250,000	1,250,000						1,500,000
GRANTS			250,000	250,000	1,250,000						1,500,000
STAGE 3- CONSTRUCTION											
LOANS					250,000	1,500,000					1,750,000
GRANTS					250,000	1,500,000					1,750,000
STAGE 3-DESIGN-ASH CREEK STORAGE											
LOANS						350,000					350,000
GRANTS						350,000					350,000
STAGE 4-DESIGN -RELIEF INTERCEPTOR											
LOANS					250,000	1,500,000					1,750,000
GRANTS					250,000	1,500,000					1,750,000
TOTAL LT CONTROL PLAN -LOCAL SHARE											
	157,500	157,500									157,500
TOTAL LT CONTROL PLAN -LOANS											
	0	0	1,750,000	5,250,000	5,600,000	3,350,000					15,950,000
TOTAL LT CONTROL PLAN- GRANTS											
	192,500	192,500	1,750,000	5,250,000	5,600,000	3,350,000					15,950,000
TOTAL LT CONTROL PLAN											
	192,500	192,500	3,500,000	10,500,000	11,200,000	6,700,000					32,057,500
INFLOW AND INFILTRATION											
PIPE LINING-CWF 569C											
LOANS	1,236,190										1,236,190
GRANTS	304,850										304,850
	<u>1,541,040</u>										<u>1,541,040</u>
TOTAL CSO PROJECTS											
LOCAL SHARE	990,806	163,488	0	0	0	0	0	0	0	0	1,311,794
LOANS	42,232,830	2,533,168	2,470,590	5,250,000	5,600,000	5,100,000	1,750,000	1,750,000	1,750,000	1,750,000	69,157,177
GRANTS	44,685,071	2,712,984	908,090	5,250,000	5,600,000	5,100,000	1,750,000	1,750,000	1,750,000	1,750,000	71,971,734
	<u>87,908,707</u>	<u>5,409,639</u>	<u>1,786,179</u>	<u>10,500,000</u>	<u>11,200,000</u>	<u>10,200,000</u>	<u>3,500,000</u>	<u>3,500,000</u>	<u>3,500,000</u>	<u>3,500,000</u>	<u>142,440,705</u>

SCHEDULE D

FY 17-18 FY 18-19 FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 23-24 FY 24-25

COMPLETED PROJECTS

PRINCIPAL PAYMENTS:								
CONTRACT 1 CWF 218C								
CONTRACT 2 CWF 206D								
CONTRACT 2 CWF 206C								
CONTRACT 6 CWF 164C								
BNR FACILITIES CWF 416D/C								
DECHLOR PROJECT CWF 572C								
MCSO E JOHNSON CREEK CWF 208D								
MCSO E JOHNSON CREEK CWF 208C								
MCSO F-1,2,3 & 4 CWF 372C								
MCSO G BPT HARBOR CWF 408D								
MCSO G BPT HARBOR CWF 408C								
INFLOW AND INFILTRATION CWF 559C								
MCSO G-1 & 2 CWF 575C								
PUMP STATIONS CWF 102C/SL								
INFLOW AND INFILTRATION CWF 625C/SL								
EAST SIDE DECHLOR 613C								
CSO H DESIGN CWF 621D								
CSO G3&G5 RIVER ST PS CWF 452C2								
PUMP STATIONS CWF 213C/SL								
CSO 621C								
GENERATOR REHAB 658C								
SEWER REHAB 628C								
CSO WORK 681C								
TOTAL BORROWINGS AND PRINCIPAL PAYMENTS	4,060,521	3,905,693	3,830,325	2,294,079	2,229,273	2,219,197	2,042,643	2,029,463

DEBT SERVICE FUNDING-ACTIVE PROJECT

(SEE SCHEDULE F)	17,588	84,136	136,186	136,186	136,186	136,186	136,186	136,186
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COMPLETED PROJECTS

INTEREST PAYMENTS:								
CONTRACT 1 CWF 218C								
CONTRACT 2 CWF 206D								
CONTRACT 6 CWF 164C								
BNR FACILITIES CWF 416D/C								
DECHLOR PROJECT CWF 572C								
MCSO E JOHNSON CREEK CWF 208D								
MCSO E JOHNSON CREEK CWF 208C								
MCSO F-1,2,3 & 4 CWF 372C								
MCSO G BPT HARBOR CWF 408D								
MCSO G BPT HARBOR CWF 408C								
INFLOW AND INFILTRATION CWF 559C								
MCSO G-1 & 2 CWF 575C								
PUMP STATIONS CWF 102C/SL								
INFLOW AND INFILTRATION CWF 625C/SL								
EAST SIDE DECHLOR 613C								
CSO H DESIGN CWF 621D								
CSO G3&G5 RIVER ST PS CWF 452C2								
PUMP STATIONS CWF 213C/SL								
CSO 621C								
GENERATOR REHAB 658C								
SEWER REHAB 628C								
CSO WORK 681C								
TOTAL INTEREST PAYMENTS	651,487	570,921	526,088	460,817	415,697	370,345	336,141	295,641

INTEREST FUNDING-ACTIVE PROJECTS

	184,493	63,023	472,372	604,561	620,648	585,984	551,119	516,255
TOTAL DEBT SERVICE FUNDING	4,914,100	4,623,773	4,964,571	3,485,643	3,402,204	3,311,712	3,066,088	2,977,545
LINE 25 NEW STATE RFL	202,082	147,159	608,568	740,747	757,034	722,169	687,305	652,440
LINE 22 EXISTINGSRFB DEBT	4,712,008	4,476,614	4,356,014	2,754,896	2,645,170	2,589,543	2,378,784	2,325,104

WATER POLLUTION CONTROL AUTHORITY
RESERVE FOR CAPITAL IMPROVEMENTS
(STATE CLEAN WATER FUND LOAN RETIREMENT FUNDING)

WATER POLLUTION CONTROL AUTHORITY
RESERVE FOR CAPITAL IMPROVEMENTS
(STATE CLEAN WATER FUND LOAN RETIREMENT FUNDING)

ACTUAL BORROWED AS OF 06/30	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	ESTIMATED BORROWINGS		TOTAL BORROWING	NO. OF YEARS TO MATURITY FOR FUNDING	AT 7/1/21	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
							FY 23-24	FY 24-25									

LOW LEVEL WSTP -DESIGN LOAN	0	0	0	400,000	400,000	800,000	21	32,826	32,826	32,826	32,826	32,826	32,826	32,826	32,826	32,826	32,826
SLUDGE PROCESSING PROJECT-DESIGN LOAN	0	0	0	200,000	400,000	600,000	22	27,273	27,273	27,273	27,273	27,273	27,273	27,273	27,273	27,273	27,273

EAST AND WEST TREATMENT PLANTS SLUDGE PROCESSING PROJECT-CONSTRUCTION LOAN - 3 TO 4 YEAR PROJECT	0	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	24	978,261	978,261	978,261	978,261	978,261	978,261	978,261	978,261	978,261	978,261
TOTAL TREATMENT FACILITIES	0	0	0	8,100,000	15,800,000	15,800,000	24	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000

CSO H CONSTRUCTION CWF 628C LOANS H-3 thru H-5	0	0	0	0	0	0	20	0	0	0	0	0	0	0	0	0	0
CSO H COMPLETION CONSTRUCTION CWF UB LOANS	0	1,436,180	1,436,180	1,436,178	0	0	23	0	0	0	0	0	0	0	0	0	0
CSO H COMPLETION CONSTRUCTION CWF 706DC LOANS	2,108,471	811,556	0	0	0	0	21	0	0	0	0	0	0	0	0	0	0

TOTAL PROJECT CSO H	2,108,471	2,247,736	1,436,180	1,436,178	0	0	7,228,565	75,087	75,087	75,087	75,087	75,087	75,087	75,087	75,087	75,087	75,087
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CSO PROJECTS- LONG TERM CONTROL PLAN LOANS	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	23	65,217	65,217	65,217	65,217	65,217	65,217	65,217	65,217	65,217	65,217
STAGE 1- DESIGN	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	24	68,182	68,182	68,182	68,182	68,182	68,182	68,182	68,182	68,182	68,182
STAGE 1- CONSTRUCTION	250,000	250,000	250,000	250,000	250,000	250,000	23	10,870	10,870	10,870	10,870	10,870	10,870	10,870	10,870	10,870	10,870
STAGE 1- CONSTRUCTION	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	24	145,833	145,833	145,833	145,833	145,833	145,833	145,833	145,833	145,833	145,833
STAGE 1- CONSTRUCTION	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	23	152,174	152,174	152,174	152,174	152,174	152,174	152,174	152,174	152,174	152,174
STAGE 1- CONSTRUCTION	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	22	90,909	90,909	90,909	90,909	90,909	90,909	90,909	90,909	90,909	90,909

STAGE 2- WQT	350,000	350,000	350,000	350,000	350,000	350,000	23	15,217	15,217	15,217	15,217	15,217	15,217	15,217	15,217	15,217	15,217
STAGE 3- DESIGN-ASH CREEK & WQT	192,500	192,500	192,500	192,500	192,500	192,500	24	16,042	16,042	16,042	16,042	16,042	16,042	16,042	16,042	16,042	16,042
STAGE 3- DESIGN	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	23	54,348	54,348	54,348	54,348	54,348	54,348	54,348	54,348	54,348	54,348
STAGE 3- CONSTRUCTION	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	23	113,636	113,636	113,636	113,636	113,636	113,636	113,636	113,636	113,636	113,636
STAGE 3- CONSTRUCTION	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	22	68,182	68,182	68,182	68,182	68,182	68,182	68,182	68,182	68,182	68,182

STAGE 3- DESIGN-ASH CREEK STORAGE	0	0	0	0	0	0	22	0	0	0	0	0	0	0	0	0	0
STAGE 4- DESIGN-RELIEF INTERCEPTOR	0	0	0	0	0	0	23	0	0	0	0	0	0	0	0	0	0
STAGE 4- DESIGN	0	0	0	0	0	0	22	0	0	0	0	0	0	0	0	0	0
TOTAL PROJECT-LT CONTROL PLAN	0	1,942,500	5,192,500	7,600,000	3,500,000	18,235,000	800,610	800,610	800,610	800,610	800,610	800,610	800,610	800,610	800,610	800,610	800,610

CSO RETIREMENT FUND ADJUSTMENT TOTAL ACTIVE PROJECTS	2,108,471	2,247,736	1,436,180	3,378,678	13,292,500	23,400,000	18,500,000	71,863,565	136,186	136,186	136,186	136,186	136,186	136,186	136,186	136,186	136,186
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INTEREST CALCULATIONS
FOR STATE DEBT RESERVE FUNDING
ACTIVE PROJECTS SCHEDULE D 16
FY 21-22 FY 22-23 FY 23-24 FY 24-25 FY 25-26

ACTIVE PROJECTS

LOW LEVEL NITROGEN PROJECT-DESIGN

BORROWINGS:	-30,000	-30,000	-30,000	-30,000	-30,000
REPAYMENTS:	450,000	420,000	390,000	360,000	330,000
LOAN BALANCE					
INTEREST	9,325	8,725	8,125	7,525	6,925
	9,325	8,725	8,125	7,525	6,925

SLUDGE PROCESSING PROJECT-DESIGN

BORROWINGS:	-50,000	-50,000	-50,000	-50,000	-50,000
REPAYMENTS:	800,000	750,000	700,000	650,000	600,000
LOAN BALANCE					
INTEREST	16,542	15,542	14,542	13,542	12,542
	16,542	15,542	14,542	13,542	12,542

CSO H3, H4
CONSTRUCTION CWF 628C

BORROWINGS:	-396,738	-396,738	-396,738	-396,738	-396,738
REPAYMENTS:	6,083,318	5,686,560	5,289,842	4,893,104	4,496,366
LOAN BALANCE					
INTEREST	125,967	118,032	110,097	102,163	94,228
TOTAL INTEREST	125,967	118,032	110,097	102,163	94,228

CSO H COMPLETION
CONSTRUCTION CWF TBD

BORROWINGS:	-368,988	-368,988	-368,988	-368,988	-368,988
REPAYMENTS:	6,641,774	6,272,786	5,903,798	5,534,810	5,165,822
LOAN BALANCE	136,835	129,456	122,076	114,696	107,316
TOTAL INTEREST	136,835	129,456	122,076	114,696	107,316

INTEREST CALCULATIONS
FOR STATE DEBT RESERVE FUNDING
ACTIVE PROJECTS SCHEDULE D 17

CSO PROJECTS- LONG TERM CONTROL PLAN
DESIGN & CONSTRUCTION

	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
LOANS					
STAGE 1- DESIGN					
BORROWINGS:	-150,000	-150,000	-150,000	-150,000	-150,000
REPAYMENTS:	2,550,000	2,400,000	2,250,000	2,100,000	1,950,000
LOAN BALANCE	52,626	49,626	46,626	43,626	40,626
TOTAL INTEREST	52,626	49,626	46,626	43,626	40,626

STAGE 1- CONSTRUCTION					
BORROWINGS:	-462,500	-462,500	-462,500	-462,500	-462,500
REPAYMENTS:	8,325,000	7,862,500	7,400,000	6,937,500	6,475,000
LOAN BALANCE	171,514	162,264	153,014	143,764	134,514
TOTAL INTEREST	171,514	162,264	153,014	143,764	134,514

LOANS					
STAGE 2-WQT					
BORROWINGS:	-17,500	-17,500	-17,500	-17,500	-17,500
REPAYMENTS:	315,000	287,500	260,000	232,500	205,000
LOAN BALANCE	6,490	6,140	5,790	5,440	5,090
TOTAL INTEREST	6,490	6,140	5,790	5,440	5,090

STAGE 3- DESIGN CEDAR CREEK & WQT

BORROWINGS:	-75,000	-75,000	-75,000	-75,000	-75,000
REPAYMENTS:	1,275,000	1,200,000	1,125,000	1,050,000	975,000
LOAN BALANCE	26,313	24,813	23,313	21,813	20,313
TOTAL INTEREST	26,313	24,813	23,313	21,813	20,313

STAGE 3- CONSTRUCTION

BORROWINGS:	-87,500	-87,500	-87,500	-87,500	-87,500
REPAYMENTS:	1,862,500	1,575,000	1,487,500	1,400,000	1,312,500
LOAN BALANCE	34,199	32,449	30,699	28,949	27,199
TOTAL INTEREST	34,199	32,449	30,699	28,949	27,199

STAGE 3 DESIGN-ASH CREEK STORAGE

BORROWINGS:	-17,500	-17,500	-17,500	-17,500	-17,500
REPAYMENTS:	332,500	315,000	297,500	280,000	262,500
LOAN BALANCE	6,840	6,490	6,140	5,790	5,440
TOTAL INTEREST	6,840	6,490	6,140	5,790	5,440

STAGE 4-DESIGN RELIEF INTERCEPTOR

BORROWINGS:	-87,500	-87,500	-87,500	-87,500	-87,500
REPAYMENTS:	1,662,500	1,575,000	1,487,500	1,400,000	1,312,500
LOAN BALANCE	34,199	32,449	30,699	28,949	27,199
TOTAL INTEREST	34,199	32,449	30,699	28,949	27,199

CSO PROJECTS- LONG TERM CONTROL PLAN

TOTAL INTEREST	332,179	314,229	296,279	278,329	260,379
TOTAL INTEREST ACTIVE PROJECTS	620,848	585,984	551,119	516,255	481,390
CWF RETIREMENT FUND ADJUSTMENT	620,848	585,984	551,119	516,255	481,390
TOTAL INTEREST ACTIVE PROJECTS	620,848	585,984	551,119	516,255	481,390

WPCA
CAPITAL BUDGET
FISCAL 2021/2022

18

SCHEDULE E

-----SOURCE OF FUNDING-----

DEPT/ ACCOUNT	DESCRIPTION	OPERATING FUNDS	BOND FUNDS	CWF STATE LOANS	CWF STATE GRANTS	TOTAL
401-56060	COMBINED SEWER OVERFLOW PROJECT H 3			\$ 2,161,770	\$ 2,146,769	\$ 4,308,539
MAJOR PROJECTS						
EQUIPMENT & VEHICLES						
WEST SIDE TREATMENT FACILITY						
401-56170	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	\$ 285,750	\$ 160,000			\$ 285,750
	Flygts & Chains		200,000			\$ 160,000
	Bar Screen		50,000			\$ 200,000
	Main Pump		25,000			\$ 50,000
	Various Roof Repairs		20,000			\$ 25,000
	HVAC Coil					\$ 20,000
EAST SIDE TREATMENT FACILITY						
	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	\$ 285,750				\$ 285,750
	Rebuild Main Screen		100,000			\$ 100,000
	Bar Screen		125,000			\$ 125,000
	Load out Pump		15,000			\$ 15,000
	Misc Building Roof Repair		25,000			\$ 25,000
FIELD OPERATIONS						
401-55045	Clam Truck		250,000			\$ 250,000
	Gondola Tuck		95,000			\$ 95,000
ADMINISTRATION						
401-55055	MS 4 Mapping	\$ 75,000				\$ 75,000
TOTALS		\$ 646,500	\$ 1,065,000	\$ 2,161,770	\$ 2,146,769	\$ 6,020,039

**Planned Sewer Rehabilitation
Fiscal 2021/2022 Budget**

SCHEDULE F

Contract PL-2 Pipe lining

	Location	Pipe Size inches	Length Ft.	Unit price	Estimated cost
1	miscellaneous locations	12	240	\$54.00	\$12,960
2	miscellaneous locations	22x28	400	\$102.00	\$40,800
3	miscellaneous locations	10x15	250	\$75.00	\$18,750
4	miscellaneous locations	60x41	700	328	\$229,600
5	miscellaneous locations	50x38	600	246	\$147,600
6	miscellaneous locations	10x15	1500	75	\$112,500
7	Manual Openings	N/A	N/A	N/A	\$30,000
8	Heavy cleaning	N/A	N/A	N/A	\$230,000
9	Police Time	N/A	0	57	\$75,630
	Total PL-2		2190		\$897,840

Contract PR-2 Pipe replacement

	Location	Pipe Size inches	Length Ft or Each	Unit price	Estimated cost
1	miscellaneous locations	30	298	125	\$37,250
2	miscellaneous locations	30	850	95	\$80,750
3	Open Manholes and rebuild lining	7		20,000	\$100,000
4	Drywells	3		6,500	\$19,500
6	Mobilization (non Emergency)		6	1,600	\$9,600
7	Class B Concrete in place (Approximate)		14	200	\$2,700
8	Connect to sewer /MH		10	500	\$5,000
9	Crushed Stone in Place (Approximate) CY		800	40	\$32,000
10	Bank run gravel (Approximate)		311	40	\$12,440
11	Bituminous hot mix Paving for Replacement	32ft wide	1200	65	\$78,000
12	Bituminous hot mix 2" overlay		1500	12	\$18,000
13	Police Time	N/A	1250	57	\$71,250
14	Utility relocation	N/A			\$40,000
	Total PR-2				\$506,490
	Grand Total for PL-2 and PR-2				\$1,404,330

OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, CT 06604-4328

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Mark T. Anastasi
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Michael C. Jankovsky
Eroll V. Skyers
Tamara J. Titre

OF COUNSEL
Russell D. Liskov
Ronald J. Pacacha

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

April 22, 2021

To Each City Council Member
of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: *Notice of Intent to Settle:*
Klyde Jacques RE: Stewart, et al v. Altierio, et al - 3:19cv1266

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced litigation, which stems from an incident on October 22, 2017 as follows. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interest of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Klyde Jacques	Police liability	Robert Berke, Esq. 640 Clinton Avenue Bridgeport, CT 06605	\$15,000

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Thank you.

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Lydia Martinez, City Clerk
Richard G. Kascak, Esq.
Mark T. Anastasi, Esq
Margo Litz (Support person to contact)

RECEIVED
CITY CLERKS OFFICE
21 APR 27 PM 1:16
ATTEST
CITY CLERK

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328



CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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April 22, 2021

To Each City Council Member
of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

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Klyde Jacques RE: Stewart, et al v. Altierio, et al - 3:19cv1266

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<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Klyde Jacques	Police liability	Robert Berke, Esq. 640 Clinton Avenue Bridgeport, CT 06605	\$15,000

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

If you wish to discuss the details of this case or have any questions, please feel free to contact me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Thank you.

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Lydia Martinez, City Clerk
Richard G. Kascak, Esq.
Mark T. Anastasi, Esq
Margo Litz (Support person to contact)

RECEIVED
CITY CLERKS OFFICE
21 APR 27 AM 10:21
ATTEST
CITY CLERK

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

**CITY ATTORNEY
R. Christopher Meyer**

**DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.**

ASSOCIATE CITY ATTORNEYS

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



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

April 26, 2021

City Clerk
City of Bridgeport
Atten: Frances Ortiz
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY CLERKS OFFICE
21 APR 27 AM 10: 26
ATTEST
CITY CLERK

RE: Klyde Jacques re: Stewart, et al. v. Altierio, et al 3:19cv1266

Dear Ms. Ortiz,

Enclosed hereto please find a twenty-day notice of intent to settle letter for the above-referenced case, along with twenty-one copies. Upon receipt, kindly follow the steps below:

- Place one (1) copy of the Notice in each council member's mailbox in the City Clerk's Office and email each council members a copy of the notice. Once you have placed a copy in the mailbox and emailed it, please:
- Send an email to the Assistant to the City Attorney (via Margo Litz) at the City Attorney's Office (who forwarded the letter), as a written record of delivery of same;
- If any council member request(s) that the settlement be submitted for City Council approval within the twenty-day period, the City Clerk's Office should promptly submit the communication to City Council, to be referred to Miscellaneous Matters Committee and notify the City Attorney's office via email.
- At the expiration of the twenty (20) days, the Support Person will contact the City Clerk to confirm whether anyone has requested that the settlement be submitted.

Thank you,

R. Christopher Meyer
City Attorney

Cc: MARGO LITZ
Support Person

RICHARD KASCAK
Assigned Attorney

Ortiz, Frances

From: Litz, Margo
Sent: Wednesday, May 5, 2021 12:55 PM
To: Ortiz, Frances
Cc: Kascak, Richard G.; Meyer, RChristopher; Williams, Althea; Pettway, Lonnelle
Subject: RE: Twenty-day Notice of Intent to settle Kyle Jacques, et al

Thank you!

Margo Litz
Assistant to the City Attorney
Office of the City Attorney
City of Bridgeport
999 Broad Street, 2nd FL.
Bridgeport, CT 06604
(203) 576-7647 phone
(203) 576-8252 fax

RECEIVED
CITY CLERKS OFFICE
21 MAY -5 PM 1:09
ATTEST
CITY CLERK

From: Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>
Sent: Wednesday, May 5, 2021 12:55 PM
To: Litz, Margo <Margo.Litz@Bridgeportct.gov>
Cc: Kascak, Richard G. <Richard.Kascak@bridgeportct.gov>; Meyer, RChristopher <RChristopher.Meyer@Bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>; Pettway, Lonnelle <Lonnelle.Pettway@Bridgeportct.gov>
Subject: FW: Twenty-day Notice of Intent to settle Kyle Jacques, et al

Please see response below. This item will be placed on the next agenda for May 17, 2021 to be referred to Miscellaneous Matters Committee per Councilmember Maria Pereira request. @ Althea please take notice for processing for next agenda.

From: Maria Pereira <mpereira0667@yahoo.com>
Sent: Wednesday, May 5, 2021 12:30 PM
To: Brantley, Mary E. <Mary.Brantley@bridgeportct.gov>; Brown, Marcus <Marcus.Brown@Bridgeportct.gov>; Burns, Scott <Scott.Burns@Bridgeportct.gov>; Castillo, Alfredo <Alfredo.Castillo@Bridgeportct.gov>; Cruz, Jorge <Jorge.Cruz@Bridgeportct.gov>; Defilippo, Michael <Michael.Defilippo@Bridgeportct.gov>; Herron, Jeanette <Jeanette.Herron@Bridgeportct.gov>; Lyons, Michelle <Michelle.Lyons@Bridgeportct.gov>; Martinez, Eneida <Eneida.Martinez@Bridgeportct.gov>; McBride-Lee, Mary <Mary.McBride-Lee@Bridgeportct.gov>; McCarthy, Matthew <Matthew.McCarthy@Bridgeportct.gov>; Newton, Ernest <Ernest.Newton@Bridgeportct.gov>; Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Pereira, Maria <MPereira0667@yahoo.com>; Roman-Christy, Rosalina <Rosalina.Roman-Christy@Bridgeportct.gov>; Silva, Avelino <Avelino.Silva@Bridgeportct.gov>; Suliman, Samia <Samia.Suliman@Bridgeportct.gov>; Taylor-Moye, Denese <Denese.Taylor-Moye@bridgeportct.gov>; Valle, Maria <Maria.Valle@Bridgeportct.gov>; Vizzo-Paniccia, AmyMarie <amymarie.vizzo-paniccia@Bridgeportct.gov>; Vizzo-Paniccia, AmyMarie <amvp76bpt@aol.com>; Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>
Cc: Litz, Margo <Margo.Litz@Bridgeportct.gov>; Rigon, Jonna <Jonna.Rigon@Bridgeportct.gov>; Kascak, Richard G. <Richard.Kascak@bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>; Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Pettway, Lonnelle <Lonnelle.Pettway@Bridgeportct.gov>
Subject: Re: Twenty-day Notice of Intent to settle Kyle Jacques, et al

Good afternoon,

Another settlement related to the BPD is troubling. Please ensure this matter is brought before the City Council and referred to the appropriate committee.

Thank you,

Maria Pereira

On Tuesday, April 27, 2021, 01:50:35 PM EDT, Ortiz, Frances <frances.ortiz@bridgeportct.gov> wrote:

Good Afternoon City Council Members:

Pursuant to the City Council's Ordinance Section 2.10.130, please see attached (e-copy) re: twenty-day notice of intent to settle from the City Attorney's Office which was received by the City Clerk's Office on April 27, 2021. Also, hard copies have been placed in each council member's mailbox.

@ Margo Litz this will serve as written record of delivery.

Sincerely,

Frances Ortiz, Assistant, City Clerk

Disclaimer

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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

JOSEPH P. GANIM
Mayor

VERONICA JONES
Tax Collector

COMM. 72-20 Ref'd to Budget & Appropriations on 05/17/2021.

RECEIVED
CITY CLERKS OFFICE
21 MAY -6 PM 1:58
ATTEST
CITY CLERK

May 4, 2021

To: Frances Ortiz
Assistant City Clerk

From: Veronica Jones
Tax Collector

Re: Municipal Suspense Tax Book

In accordance with Section 12-165 General Statures, State of Connecticut, I submit to the Common Council a list of uncollectable Personal Property and Motor Vehicle Tax Accounts.

I further certify that to the best of my knowledge, and after research and examination by my staff, each tax contained in this listing has not been paid and is uncollectable. Each tax so designated has been transferred to the Suspense Tax Book, but any such tax may be collected by me or subsequent Tax Collector in office.

Each such tax so transferred to the Suspense Tax Book shall not hereafter be included as an asset of the City of Bridgeport.

The total of \$54,364.42 represents the Grand List 2005 through 2019 at the close of day May 4, 2021.

I recommend approval of transfer of these accounts to Suspense.

Thank you.

Tax Collector

cc: Honorable Joseph P. Ganim, Mayor
Kenneth Flatto, Director of Finance

Bill #	Name	Reason	Date	Town Due	Total Susp		
2005-02-6799326	AFRICIAN HAIR BRAIDING	OUT OF BUSINESS	5/4/2021	\$ 218.00	\$ 218.00		
2005-03-7062402	GREIST LEWIS C	DECEASED	5/3/2020	\$ 384.76	\$ 384.76		
2005-03-7377322	AVILES MARGARITA AKA	BANKRUPTCY	3/9/2021	\$ 176.49	\$ 176.49		
2005-03-7457253	JOHNSON JENNIFER	BANKRUPTCY	3/9/2021	\$ 238.26	\$ 238.26		
2005-03-7457261	JOHNSON JENNIFER M	BANKRUPTCY	3/9/2021	\$ 99.16	\$ 99.16		
2005-03-7827298	JOHNSON JAY M	BANKRUPTCY	3/8/2021	\$ 107.26	\$ 107.26		
2005-03-7827301	JOHNSON JAY M	BANKRUPTCY	3/8/2021	\$ 80.64	\$ 80.64		
2005-04-7983419	BROADNAX MARGARITA AKA	BANKRUPTCY	3/9/2021	\$ 319.64	\$ 319.64		
2005-04-8038798	JOHNSON JAY M	BANKRUPTCY	3/8/2021	\$ 30.61	\$ 30.61		
TOTAL 2005				\$ 1,654.82	\$ 1,654.82		
2006-02-6799326	AFRICIAN HAIR BRAIDING	OUT OF BUSINESS	5/4/2021	\$ 255.44	\$ 255.44		
2006-02-8716780	MCCLAIN THERESA ANN	BANKRUPTCY	5/5/2020	\$ 318.76	\$ 318.76		
2006-03-7062402	GREIST LEWIS C	DECEASED	5/3/2020	\$ 300.52	\$ 300.52		
2006-03-8152957	BROADNAX MARGARITA	BANKRUPTCY	3/9/2021	\$ 658.42	\$ 658.42		
2006-04-8366493	BELL EUGENE T	DECEASED	3/4/2021	\$ 291.85	\$ 291.85		
2006-04-8366507	BELL EUGENE T	DECEASED	3/4/2021	\$ 622.46	\$ 622.46		
2006-04-8432593	KOŁODZIEJ IWONA A	BANKRUPTCY	3/9/2021	\$ 397.73	\$ 397.73		
YR : 2006				\$ 2,845.18	\$ 2,845.18		
2007-02-6799326	AFRICIAN HAIR BRAIDING	OUT OF BUSINESS	5/4/2021	\$ 331.02	\$ 331.02		
2007-02-8712243	PRECIOUS COSMETICS & HAIRCARE	OUT OF BUSINESS	4/27/2021	\$ 348.30	\$ 348.30		
2007-02-8717773	RODRIGUEZ GEORGE	MISCELLENEOUS	5/15/2020	\$ 224.28	\$ 224.28		
2007-03-8305478	VELEZ DALIA M	DECEASED	4/27/2021	\$ 489.94	\$ 489.94		
2007-03-8608845	KOŁODZIEJ IWONA A	BANKRUPTCY	3/9/2021	\$ 474.34	\$ 474.34		
YR : 2007				\$ 1,867.88	\$ 1,867.88		
2008-02-0040188	AFRICIAN HAIR BRAIDING	OUT OF BUSINESS	5/4/2021	\$ 287.64	\$ 287.64		
2008-02-0043991	PRECIOUS COSMETICS & HAIRCARE	OUT OF BUSINESS	4/27/2021	\$ 302.68	\$ 302.68		
2008-03-0080012	HOWARD CORNELIUS	BANKRUPTCY	3/9/2021	\$ 273.90	\$ 273.90		
2008-03-0083971	KOŁODZIEJ IWONA A	BANKRUPTCY	3/9/2021	\$ 294.42	\$ 294.42		
2008-03-0118469	VELEZ DALIA M	DECEASED	4/27/2021	\$ 378.50	\$ 378.50		
2008-04-0087305	HOWARD CORNELIUS	BANKRUPTCY	3/9/2021	\$ 64.19	\$ 64.19		
YR : 2008				\$ 1,601.33	\$ 1,601.33		
2009-02-0040188	CHANHEL'S HAIR BRAIDING	OUT OF BUSINESS	5/4/2021	\$ 294.34	\$ 294.34		
2009-02-0043991	PRECIOUS COSMETICS & HAIRCARE	OUT OF BUSINESS	4/27/2021	\$ 309.72	\$ 309.72		
2009-03-0018301	DUNBAR JOEL A	BANKRUPTCY	5/5/2020	\$ 148.66	\$ 148.66		
2009-03-0029619	HOWARD CORNELIUS	BANKRUPTCY	3/9/2021	\$ 93.55	\$ 93.55		
2009-03-0067882	VELEZ DALIA M	DECEASED	4/27/2021	\$ 329.42	\$ 329.42		
YR : 2009				\$ 1,175.69	\$ 1,175.69		
2010-02-0040188	CHANHEL'S HAIR BRAIDING	OUT OF BUSINESS	5/4/2021	\$ 235.46	\$ 235.46		
2010-02-0042616	JB AUTO SERV LLC	OUT OF BUSINESS	4/30/2021	\$ 83.56	\$ 83.56		
2010-02-0043991	PRECIOUS COSMETICS & HAIRCARE	OUT OF BUSINESS	4/27/2021	\$ 247.76	\$ 247.76		
2010-03-0029742	HOWLETT TEDMARLON	BANKRUPTCY	3/9/2021	\$ 665.96	\$ 665.96		
2010-03-0029743	HOWLETT TEDMARLON	BANKRUPTCY	3/9/2021	\$ 166.50	\$ 166.50		
2010-03-0039645	MAYE ANGELA R	BANKRUPTCY	3/23/2021	\$ 325.44	\$ 325.44		
2010-04-0087737	HOWLETT TEDMARLON	BANKRUPTCY	3/9/2021	\$ 330.60	\$ 330.60		
2010-04-0087738	HOWLETT TEDMARLON	BANKRUPTCY	3/9/2021	\$ 55.89	\$ 55.89		
YR : 2010				\$ 2,111.17	\$ 2,111.17		

Bill #	Name	Reason	Date	Town Due	Total Susp		
2011-02-0040179	ALARM PLACE	MISCELLENEOUS	5/4/2020	\$ 822.20	\$ 822.20		
2011-02-0040939	CHANHEL'S HAIR BRAIDING	OUT OF BUSINESS	5/4/2021	\$ 244.20	\$ 244.20		
2011-02-0042288	IRON CLAD TATTOO	OUT OF BUSINESS	5/4/2020	\$ 308.34	\$ 308.34		
2011-02-0042357	JB AUTO SERV LLC	OUT OF BUSINESS	4/30/2021	\$ 108.32	\$ 108.32		
2011-02-0042486	KAMLIC DENTL CTR	OUT OF BUSINESS	5/4/2020	\$ 2,543.68	\$ 2,543.68		
2011-02-0042697	LINDA S SKIN & BEAUTY	OUT OF BUSINESS	5/4/2020	\$ 513.88	\$ 513.88		
2011-02-0043625	PRE-PAID LEGAL SERVICES	OUT OF BUSINESS	5/4/2020	\$ 77.08	\$ 77.08		
2011-02-0043626	PRECIOUS COSMETICS & HAIRCARE	OUT OF BUSINESS	4/27/2021	\$ 256.94	\$ 256.94		
2011-02-0043760	RCG MASON	OUT OF BUSINESS	4/30/2021	\$ 217.57	\$ 217.57		
2011-03-0079242	HOWLETT TEDMARLON	BANKRUPTCY	3/9/2021	\$ 733.82	\$ 733.82		
2011-03-0079243	HOWLETT TEDMARLON	BANKRUPTCY	3/9/2021	\$ 108.54	\$ 108.54		
2011-03-0089101	MAYE ANGELA R	BANKRUPTCY	3/23/2021	\$ 320.26	\$ 320.26		
YR : 2011				\$ 6,254.83	\$ 6,254.83		
2012-02-0000635	ALARM PLACE	MISCELLENEOUS	5/4/2020	\$ 1,046.38	\$ 1,046.38		
2012-02-0001947	JB AUTO SERV LLC	OUT OF BUSINESS	4/30/2021	\$ 183.12	\$ 183.12		
2012-02-0001971	TNT CONSTRUCTION & LANDSCAPING	MISCELLENEOUS	5/4/2020	\$ 523.20	\$ 523.20		
2012-02-0002221	CHANHEL'S HAIR BRAIDING	OUT OF BUSINESS	5/4/2021	\$ 310.78	\$ 310.78		
2012-02-0003050	RCG MASON	OUT OF BUSINESS	4/30/2021	\$ 130.80	\$ 130.80		
2012-02-0003846	PRE-PAID LEGAL SERVICES	OUT OF BUSINESS	5/4/2020	\$ 78.48	\$ 78.48		
2012-02-0004021	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 217.52	\$ 217.52		
2012-02-0004147	THE BURGER JOINT	OUT OF BUSINESS	4/30/2021	\$ 2,615.94	\$ 2,615.94		
2012-02-0004151	LINDA S SKIN & BEAUTY	OUT OF BUSINESS	5/4/2020	\$ 523.20	\$ 523.20		
2012-02-0004243	ANGELS FLOWERS	OUT OF BUSINESS	5/4/2020	\$ 313.92	\$ 313.92		
2012-02-0004404	ARTISTIC VICTORY JEWELRY	MISCELLENEOUS	5/8/2020	\$ 523.20	\$ 523.20		
2012-03-0067953	DOWNER BARBARA A	DECEASED	3/4/2021	\$ 104.27	\$ 104.27		
2012-03-0067954	DOWNER BARBARA A	DECEASED	3/4/2021	\$ 120.71	\$ 120.71		
2012-03-0077999	HENRY MICHAEL R	BANKRUPTCY	3/9/2021	\$ 106.32	\$ 106.32		
2012-03-0121295	WOLSKA IWONA M	BANKRUPTCY	3/9/2021	\$ 91.25	\$ 91.25		
2012-03-0121296	WOLSKA IWONA M	BANKRUPTCY	3/9/2021	\$ 433.62	\$ 433.62		
2012-04-0100327	WOLSKA IWONA M	BANKRUPTCY	3/9/2021	\$ 190.36	\$ 190.36		
YR : 2012				\$ 7,513.07	\$ 7,513.07		
2013-02-0001947	JB AUTO SERV LLC	OUT OF BUSINESS	4/30/2021	\$ 184.62	\$ 184.62		
2013-02-0001971	TNT CONSTRUCTION & LANDSCAPING	MISCELLENEOUS	5/4/2020	\$ 527.48	\$ 527.48		
2013-02-0003050	RCG MASON	OUT OF BUSINESS	4/30/2021	\$ 263.74	\$ 263.74		
2013-02-0004021	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 369.24	\$ 369.24		
2013-02-0004097	LEN GALLI AUTO-MARINE SERVICE	DECEASED	4/30/2021	\$ 825.78	\$ 825.78		
2013-02-0004151	BLOW DRY	OUT OF BUSINESS	5/4/2020	\$ 527.48	\$ 527.48		
2013-02-0004238	BP GAS STATION	OUT OF BUSINESS	5/4/2020	\$ 36.92	\$ 36.92		
2013-02-0004404	GOLDEN HILL PAWN	MISCELLENEOUS	5/8/2020	\$ 527.48	\$ 527.48		
2013-02-0004631	ANGIE BS RESTAURANT	UNCOLLECTABLE	3/4/2021	\$ 391.64	\$ 391.64		
2013-03-0067557	DIRE'S MICHAEL	BANKRUPTCY	5/5/2020	\$ 275.48	\$ 275.48		
2013-03-0067888	DORBAT ANTHONY JR	BANKRUPTCY	5/5/2020	\$ 94.52	\$ 94.52		
2013-03-0101839	PINTO JOSE E	BANKRUPTCY	3/9/2021	\$ 318.18	\$ 318.18		
2013-03-0122520	WOLSKA IWONA M	BANKRUPTCY	3/9/2021	\$ 387.80	\$ 387.80		
2013-03-0122521	WOLSKA IWONA M	BANKRUPTCY	3/9/2021	\$ 395.82	\$ 395.82		
2013-04-0090075	KERR PATRICK J	BANKRUPTCY	3/31/2021	\$ 296.69	\$ 296.69		
2013-04-0095296	PINTO JOSE E	BANKRUPTCY	3/9/2021	\$ 55.28	\$ 55.28		
YR : 2013				\$ 5,478.15	\$ 5,478.15		
2014-02-0001705	TNT CONSTRUCTION & LANDSCAPING	MISCELLENEOUS	5/4/2020	\$ 527.48	\$ 527.48		
2014-02-0002324	GODOI PAINTING LLC	MISCELLENEOUS	5/4/2020	\$ 105.50	\$ 105.50		
2014-02-0002557	RCG MASON	OUT OF BUSINESS	4/30/2021	\$ 263.74	\$ 263.74		
2014-02-0003228	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 369.24	\$ 369.24		

Bill #	Name	Reason	Date	Town Due	Total Susp		
2014-02-0003430	LEN GALLI AUTO MARINE SERVICE	DECEASED	4/30/2021	\$ 932.20	\$ 932.20		
2014-02-0003529	BP GAS STATION	OUT OF BUSINESS	5/4/2020	\$ 36.92	\$ 36.92		
2014-02-0003718	AUNTIES CHICKEN & WAFFLES	UNCOLLECTABLE	3/4/2021	\$ 391.64	\$ 391.64		
2014-03-0056107	BEST ALFREDIA J	BANKRUPTCY	3/9/2021	\$ 238.00	\$ 238.00		
2014-03-0077045	GREENE MILLA G	BANKRUPTCY	5/5/2020	\$ 166.90	\$ 166.90		
2014-03-0083204	JOHNSON MARLENE	BANKRUPTCY	5/5/2020	\$ 84.82	\$ 84.82		
2014-03-0084611	KERR PATRICK J	BANKRUPTCY	3/31/2021	\$ 302.98	\$ 302.98		
2014-03-0098529	OLDHAM KENNETH T	BANKRUPTCY	3/9/2021	\$ 300.46	\$ 300.46		
2014-03-0102672	PINTO JOSE E	BANKRUPTCY	3/9/2021	\$ 381.90	\$ 381.90		
2014-03-0102673	PINTO JOSE E	BANKRUPTCY	3/9/2021	\$ 224.08	\$ 224.08		
2014-03-0108848	ROSA JOSE OR	BANKRUPTCY	5/5/2020	\$ 149.80	\$ 149.80		
YR : 2014				\$ 4,475.66	\$ 4,475.66		
2015-02-0001705	TNT CONSTRUCTION & LANDSCAPING	MISCELLENEOUS	5/4/2020	\$ 679.64	\$ 679.64		
2015-02-0002324	GODOI PAINTING LLC	MISCELLENEOUS	5/4/2020	\$ 135.94	\$ 135.94		
2015-02-0002557	RCG MASON	OUT OF BUSINESS	4/30/2021	\$ 339.82	\$ 339.82		
2015-02-0003228	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 475.74	\$ 475.74		
2015-02-0003430	LEN GALLI AUTO MARINE SERVICE	DECEASED	4/30/2021	\$ 1,073.64	\$ 1,073.64		
2015-02-0003529	CLINTON GETTY	OUT OF BUSINESS	5/4/2020	\$ 47.57	\$ 47.57		
2015-02-0003718	AUNTIES CHICKEN & WAFFLES	UNCOLLECTABLE	3/4/2021	\$ 504.62	\$ 504.62		
2015-03-0056445	BEST ALFREDIA J	BANKRUPTCY	3/9/2021	\$ 321.16	\$ 321.16		
2015-03-0065940	DAMMAD MOHAMED	BANKRUPTCY	3/9/2021	\$ 56.43	\$ 56.43		
2015-03-0072299	FEW GOOD MEN TRUCKING LLC	DECEASED	5/4/2020	\$ 246.06	\$ 246.06		
2015-03-0077680	GREENE MILLA G	BANKRUPTCY	5/5/2020	\$ 227.18	\$ 227.18		
2015-03-0082350	ISMAEL CONSTRUCTION SERV ICES LLC	DECEASED	5/4/2020	\$ 75.85	\$ 75.85		
2015-03-0099444	OLDHAM KENNETH T	BANKRUPTCY	3/9/2021	\$ 245.32	\$ 245.32		
2015-03-0100820	PAGAN-DIAZ LISA M	DECEASED	3/4/2021	\$ 372.22	\$ 372.22		
2015-03-0103704	PINTO JOSE E	BANKRUPTCY	3/9/2021	\$ 170.20	\$ 170.20		
2015-03-0103705	PINTO JOSE E	BANKRUPTCY	3/9/2021	\$ 294.16	\$ 294.16		
2015-03-0104380	POUCHET BARBARA V	BANKRUPTCY	5/5/2020	\$ 142.46	\$ 142.46		
2015-03-0120372	UMPIERRE AMADOR	DECEASED	5/4/2020	\$ 76.59	\$ 76.59		
YR : 2015				\$ 5,484.60	\$ 5,484.60		
2016-02-0001551	JZS GROCERY & DELI LLC	OUT OF BUSINESS	5/4/2020	\$ 144.14	\$ 144.14		
2016-02-0002557	RCG MASON	OUT OF BUSINESS	4/30/2021	\$ 424.64	\$ 424.64		
2016-02-0003228	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 594.82	\$ 594.82		
2016-02-0005103	DECASTILLO LLC #2	OUT OF BUSINESS	5/4/2020	\$ 238.14	\$ 238.14		
2016-03-0053168	ANICETTE MAGULNA	BANKRUPTCY	3/9/2021	\$ 237.60	\$ 237.60		
2016-03-0056870	BEST ALFREDIA J	BANKRUPTCY	3/9/2021	\$ 312.78	\$ 312.78		
2016-03-0058152	BRANTLEY LAQUAISHA O	BANKRUPTCY	3/9/2021	\$ 288.22	\$ 288.22		
2016-03-0074240	FLORIO GIOVANNI P	DECEASED	3/4/2021	\$ 99.84	\$ 99.84		
2016-03-0078938	GREEN JALISSA K	BANKRUPTCY	5/5/2020	\$ 179.02	\$ 179.02		
2016-03-0078985	GREEN TRAVOIN L	BANKRUPTCY	5/5/2020	\$ 522.22	\$ 522.22		
2016-03-0101961	OLDHAM KENNETH T	BANKRUPTCY	3/9/2021	\$ 227.38	\$ 227.38		
2016-03-0112888	ROSA JOSE	BANKRUPTCY	5/5/2020	\$ 100.24	\$ 100.24		
2016-03-0120521	TAYLOR ARTHUR K	BANKRUPTCY	4/27/2021	\$ 294.84	\$ 294.84		
YR : 2016				\$ 3,663.88	\$ 3,663.88		
2017-02-0002115	NEW FREDDYS MARKET LLC	OUT OF BUSINESS	3/8/2021	\$ 460.52	\$ 460.52		
2017-02-0002557	RCG MASON	OUT OF BUSINESS	4/30/2021	\$ 530.66	\$ 530.66		
2017-02-0003228	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 743.78	\$ 743.78		
2017-02-0005103	DECASTILLO LLC #2	OUT OF BUSINESS	5/4/2020	\$ 297.96	\$ 297.96		
2017-02-0010825	CHAUDHRY SHAMS U	OUT OF BUSINESS	5/4/2020	\$ 510.00	\$ 510.00		
2017-03-0054158	ARRIAGA MILTON D	BANKRUPTCY	3/9/2021	\$ 56.03	\$ 56.03		
2017-03-0054160	ARRIAGA MILTON D	BANKRUPTCY	3/9/2021	\$ 578.48	\$ 578.48		

Bill #	Name	Reason	Date	Town Due	Total Susp		
2017-03-0058375	BRANTLEY LAQUAISHA O	BANKRUPTCY	3/9/2021	\$ 170.10	\$ 170.10		
2017-03-0064093	COBB KISHA M	BANKRUPTCY	4/30/2021	\$ 22.50	\$ 22.50		
2017-03-0083830	HUNTER KAREN A	DECEASED	5/4/2020	\$ 170.55	\$ 170.55		
2017-03-0104647	PALMER FALON M	BANKRUPTCY	5/5/2020	\$ 283.50	\$ 283.50		
2017-03-0113983	ROSA JOSE	BANKRUPTCY	5/5/2020	\$ 111.16	\$ 111.16		
2017-03-0121633	TAYLOR ARTHUR K	BANKRUPTCY	4/27/2021	\$ 278.10	\$ 278.10		
2017-04-0082647	BRUNOT JEAN F	DECEASED	4/30/2021	\$ 126.90	\$ 126.90		
YR : 2017				\$ 4,340.24	\$ 4,340.24		
2018-02-0003228	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 738.58	\$ 738.58		
2018-02-0010825	CHAUDHRY SHAMS U	OUT OF BUSINESS	5/4/2020	\$ 481.06	\$ 481.06		
2018-02-0011249	POWERS ARTHUR JR	BANKRUPTCY	4/30/2021	\$ 236.48	\$ 236.48		
2018-02-0011823	INTELLIGENT AUDIO PRODUCTS	BANKRUPTCY	4/30/2021	\$ 157.38	\$ 157.38		
2018-03-0054256	ARRIAGA MILTON D	BANKRUPTCY	3/9/2021	\$ 22.50	\$ 22.50		
2018-03-0054637	AUSTIN ANDRE D	BANKRUPTCY	3/9/2021	\$ 204.76	\$ 204.76		
2018-03-0054641	AUSTIN MARITZA J	BANKRUPTCY	3/9/2021	\$ 827.10	\$ 827.10		
2018-03-0059438	BRUNOT JEAN F	DECEASED	4/30/2021	\$ 115.20	\$ 115.20		
2018-03-0075058	FORD ERIC M	DECEASED	5/4/2020	\$ 261.46	\$ 261.46		
2018-03-0083952	HUNTER KAREN A	DECEASED	5/4/2020	\$ 310.50	\$ 310.50		
2018-03-0094787	MAUGERI JOYCE L	DECEASED	5/4/2020	\$ 124.66	\$ 124.66		
2018-03-0121707	TAYLOR ARTHUR K	BANKRUPTCY	4/27/2021	\$ 250.66	\$ 250.66		
2018-04-0082646	BROWN MICHAEL A	DECEASED	3/4/2021	\$ 826.11	\$ 826.11		
YR : 2018				\$ 4,556.45	\$ 4,556.45		
2019-03-0059371	BROWN MICHAEL A	DECEASED	3/4/2021	\$ 836.56	\$ 836.56		
2019-03-0070704	DOMOGALA JOHN W	DECEASED	3/8/2021	\$ 23.85	\$ 23.85		
2019-03-0074081	FERKATCH NICHOLAS L	DECEASED	3/4/2021	\$ 481.06	\$ 481.06		
YR : 2019				\$ 1,341.47	\$ 1,341.47		
Grand Total: 161				\$ 54,364.42	\$ 54,364.42		\$ 54,364.42



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

JOSEPH P. GANIM
Mayor

KENNETH A. FLATTO
Finance Director/CFO

To: Bridgeport City Council
From: Kenneth Flatto, Director of Finance
Date: May 11, 2021
Re: FY 2022 Bond Issuance Resolution re: Capital Projects

Bond Resolution to City Council – referral to Budget and Appropriations Committee

The City of Bridgeport Finance Department is recommending to the City Council this Bond Resolution which would approve for bonding for capital projects that have been approved within Five Year Capital Plans for the City.

This Resolution authorizes the bonding of capital projects approved in the FY22 to FY26 Capital Plan as well as a couple of remaining previously approved CIP projects, all listed in Appendix A of the resolution.

The total of this Bond resolution requested is approximately \$27 million.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim
Nestor Nkwo, OPM Director
Pullman & Comley

RECEIVED
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21 MAY 12 AM 11:38
ATTEST
CITY CLERK _____

CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

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

No.

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

WHEREAS, the City Council of the City of Bridgeport (the “City”) has previously adopted and approved various Five-Year Capital Plans, including the City’s Five-Year Capital Plan for Fiscal Years 2019-2023, as amended (the “2019-2023 Capital Plan”), the City’s Five-Year Capital Plan for Fiscal Years 2021-2025 (the “2021-2025 Capital Plan”) and the City’s Five-Year Capital Plan for Fiscal Years 2022-2026 (the “2022-2026 Capital Plan”); and

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

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2019-2023 Capital Plan, the 2021-2025 Capital Plan and the 2022-2026 Capital Plan in the amount of \$27,096,000 for the various capital projects as more particularly listed on Exhibit A attached hereto (the “Projects”); and now therefore, be it

RESOLVED, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) fund the Projects in an aggregate principal amount not to exceed \$27,096,000 and the issuance of general obligation bonds secured by the City’s full faith and credit

(the "Bonds"), in an aggregate principal amount not to exceed \$27,096,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed three percent (3%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

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

RESOLVED, that the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a

property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

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

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

enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

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

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

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

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

RESOLVED, that the Officials are hereby authorized to apply for and accept any available State or federal grant in aid of the financing of the Projects, and to take all action necessary or proper in connection therewith; and be it further

RESOLVED, that the Resolution shall become effective upon passage.

Exhibit A
Bonding Authorizations

Project Descriptions	FY2022 Adopted Capital Plan Projects
BOARD OF EDUCATION:	
Roof – Curiale School	\$378,000
Roof – Nutrition Center	\$554,000
Bassick High School New ¹	\$8,000,000
TOTAL BOARD OF EDUCATION:	\$8,932,000
ECONOMIC DEVELOPMENT:	
Lafayette Blvd. - Fairfield Ave. Redesign project	\$650,000
Remington Arms Site Remediation	\$3,000,000
Gateway to South End Greenway/Land Acquisition	\$1,000,000
Jetland Ave. Parking Structure	\$500,000
TOTAL ECONOMIC DEVELOPMENT:	\$5,150,000
PUBLIC FACILITIES:	
Roadway Paving, Culverts, Intersections	\$3,000,000
Public Facilities Equipment ²	\$2,099,000
Wonderland of Ice Roof	\$1,000,000
Police HQ Parking Deck and Roof	\$1,336,000
East Side New Senior Center at Putnam Street	\$2,500,000
Klein Memorial Building Roof	\$1,126,000
Parks Maintenance and Restroom Upgrades	\$340,000
Golf Course Improvements	\$150,000
Airport Improvement Project	\$213,000
Woodrow Bridge	\$150,000
Island Brook Ave. Bridge	\$250,000
TOTAL PUBLIC FACILITIES:	\$12,164,000
OTHER DEPARTMENTS:	
Fire Truck/Vehicles	\$750,000
North End -Reservoir Ave. Library branch	\$100,000
TOTAL OTHER DEPARTMENTS:	\$850,000
TOTAL ALL DEPARTMENTS:	\$27,096,000

¹ 2019-2023 Capital Plan

² 2021-2025 Capital Plan and 2022-2026 Capital Plan

Pettway, Lonnette

From: Flatto, Kenneth
Sent: Wednesday, May 12, 2021 11:31 AM
To: Ortiz, Frances; Pettway, Lonnette
Subject: FW Capital Project bonds resolution
Attachments: DOC051221-05122021090446.pdf

-----Original Message-----

From: FinanceDeptCopier@bridgeportct.gov <FinanceDeptCopier@bridgeportct.gov>
Sent: Wednesday, May 12, 2021 9:05 AM
To: Flatto, Kenneth <Kenneth.Flatto@Bridgeportct.gov>
Subject: Send data from MFP13483968 05/12/2021 09:04

Scanned from MFP13483968
Date:05/12/2021 09:04
Pages:7
Resolution:200x200 DPI
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CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

JOSEPH P. GANIM
Mayor

KENNETH A. FLATTO
Finance Director/CFO

To: Bridgeport City Council
From: Kenneth Flatto, Director of Finance
Date: May 11, 2021
Re: FY 2022 Bond Issuance Resolution re: Refunding

Bond Refunding Resolution to City Council – referral to Budget and Appropriations Committee

The City of Bridgeport Finance Department is recommending to the City Council this Bond Resolution which would approve for a refunding bond issuance should interest rates be favorable.

This Resolution authorizes the bond refunding of certain maturities on three previously issued 2012, 2014 and 2016 bonds.

The total of this Bond Refunding resolution requested is up to a maximum of \$35 million.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim
Nestor Nkwo, OPM Director
Pullman & Comley

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21 MAY 12 AM 11:39
ATTEST
CITY CLERK

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

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

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$35,000,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's General Obligation Bonds, 2012 Series A, the City's General Obligation Bonds, 2014 Series A, the City's General Obligation Refunding Bonds, 2014 Series B and the City's General Obligation Refunding Bonds, 2016 Series B, and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed three percent (3%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, escrow fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, trustee, underwriters' discount, printing and

administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

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

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

BE IT FURTHER RESOLVED, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture

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

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

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates, form, manner of sale (whether by negotiation

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

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

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding

Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

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

Pettway, Lonnette

From: Flatto, Kenneth
Sent: Wednesday, May 12, 2021 11:31 AM
To: Ortiz, Frances; Pettway, Lonnette
Subject: FW: Bond refunding resolution (2nd)
Attachments: DOC051221-05122021090502.pdf

-----Original Message-----

From: FinanceDeptCopier@bridgeportct.gov <FinanceDeptCopier@bridgeportct.gov>
Sent: Wednesday, May 12, 2021 9:05 AM
To: Flatto, Kenneth <Kenneth.Flatto@Bridgeportct.gov>
Subject: Send data from MFP13483968 05/12/2021 09:05

Scanned from MFP13483968
Date:05/12/2021 09:05
Pages:6
Resolution:200x200 DPI
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CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

JOSEPH P. GANIM
Mayor

KENNETH A. FLATTO
Finance Director/CFO

To: Bridgeport City Council
From: Kenneth Flatto, Director of Finance
Date: May 11, 2021
Re: FY 2022 Borrowing Resolution re: Issuance of Tax Anticipation Notes (TANS)

TANS Resolution to City Council – referral to Budget and Appropriations Committee

The City of Bridgeport Finance Department is recommending to the City Council this Tax Anticipation Note Resolution which would approve the annual short-term winter financing for a period of up to two months.

The total of this TANS financing resolution requested is up to a maximum of \$25 million.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim
Nestor Nkwo, OPM Director
Pullman & Comley

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CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO.

APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City – FY2022

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the “City”) with respect to the action authorized herein, the City Council of the City of Bridgeport (the “City Council”) hereby approves the appropriation of an amount up to \$25,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City’s full faith and credit (the “Notes”), in an aggregate amount up to \$25,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the “Officials”) to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the “Financing Costs”); and

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

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

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

to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

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

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

Pettway, Lonneta

From: Flatto, Kenneth
Sent: Wednesday, May 12, 2021 11:32 AM
To: Ortiz, Frances; Pettway, Lonneta
Subject: FW: TANS resolution (3rd)
Attachments: DOC051221-05122021090514.pdf

-----Original Message-----

From: FinanceDeptCopier@bridgeportct.gov <FinanceDeptCopier@bridgeportct.gov>
Sent: Wednesday, May 12, 2021 9:06 AM
To: Flatto, Kenneth <Kenneth.Flatto@Bridgeportct.gov>
Subject: Send data from MFP13483968 05/12/2021 09:06

Scanned from MFP13483968
Date:05/12/2021 09:06
Pages:4
Resolution:200x200 DPI
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OFFICE OF THE CITY CLERK RESOLUTION FORM

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21 MAY 11 PM 2:28

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	71-20			
Submitted by Councilmember(s):	Maria I. Valle; Aidee Nieves			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	137TH			
Subject:	Proposed Resolution for streetlight to be installed on utility pole 6365 at 1259 Kossuth Street.			
Referred to:	Public Safety and Transportation Committee			
City Council Date:	May 17, 2021			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, residents of Kossuth Street have brought their concerns for public safety and quality of life issues to the attention of their City Council Members; and

WHEREAS, several meetings between the Council Members and residents on Kossuth Street have determined that to address safety concerns of residents a request be made for an additional streetlight to be installed on utility pole 6365 at 1259 Kossuth Street; and

WHEREAS, City Ordinance Chapter 12.60 STREETLIGHT INSTALLATIONS details the process to follow for City Council Members requesting the installation of a streetlight, that process has been complied with, and all supporting documentation is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that a streetlight be installed on utility pole 6365 at 1259 Kossuth Street.

-ATTACHMENTS-



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

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

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

SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

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

CRAIG A. NADRIZNY, Jr.
Acting Director Public Facilities

JOSEPH P. GANIM
Mayor

May 3, 2021

Lydia Martinez, City Clerk
City Clerk Office
45 Lyon Terrace
Bridgeport, CT 06604

Re: Street Light Request
1259 Kossuth Street

Dear City Clerk:

In response to your request for you to prepare and submit the necessary resolution for consideration by the City Council, I am forwarding the attached letters required by Ordinance Chapter 12:60 Street Light Installations.

The request came from Councilwoman, Maria Valle and City Council President, Aidee Nieves for the above captioned location.

Letters include United Illuminating, Traffic Engineer, Engineer Office, Budget Analyst from Public Facilities as the city does not have a utilities manager for funding, Tree Warden, letter of request submitted with pictures, and map of location.

Respectfully,

Craig Nadrizny, Acting Director
Public Facilities

Attachment (5)

RECEIVED
CITY CLERKS OFFICE
21 MAY 11 PM 2:39
ATTEST
CITY CLERK

From: MICHAEL MIRANDA SR. <Michael.Miranda@uinet.com>

Sent: Thursday, April 15, 2021 11:22 AM

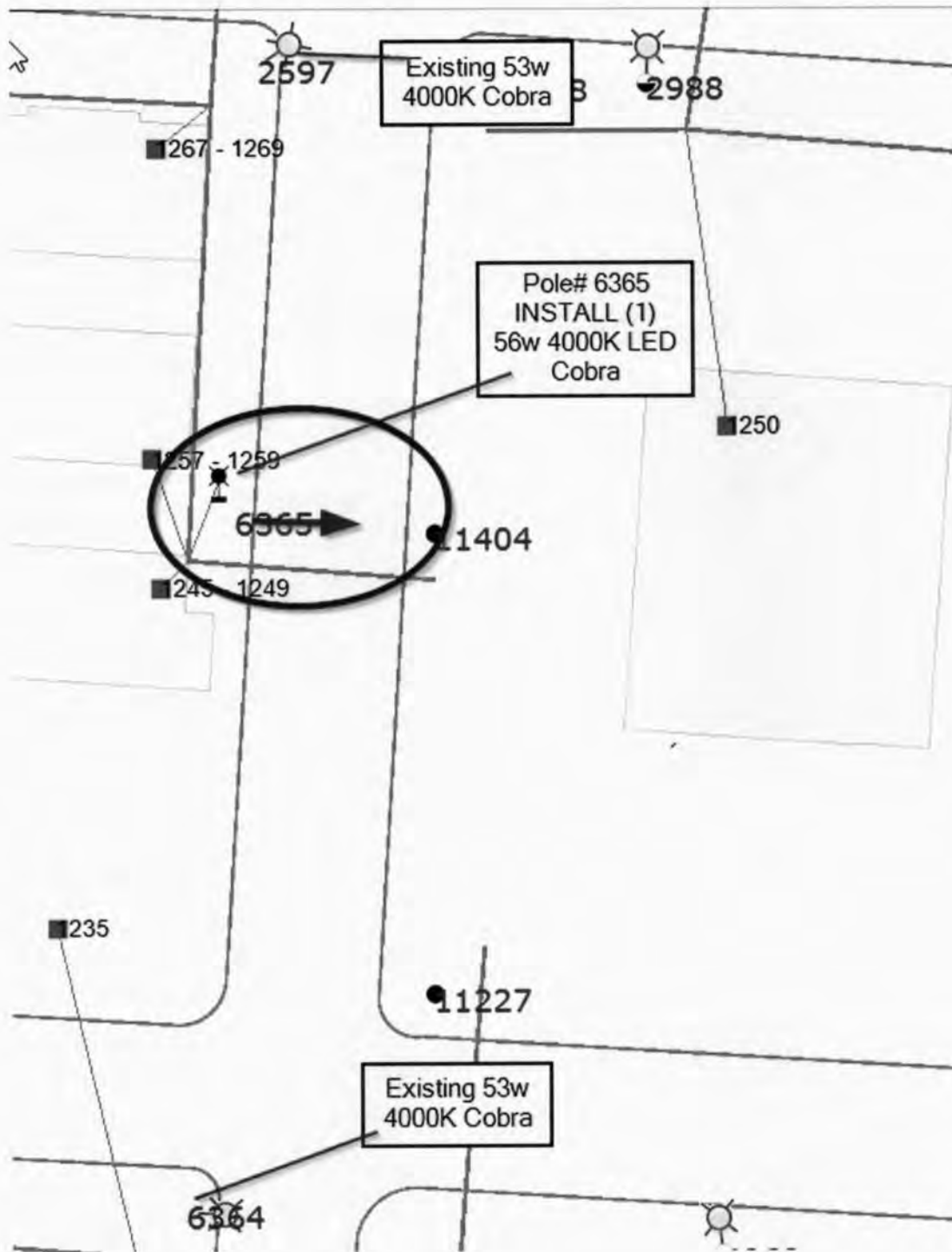
To: ANTONIETTA COTTON <Antonietta.Cotton@uinet.com>; Baldino, Virginia <Virginia.Baldino@Bridgeportct.gov>

Cc: Nadrizny, Craig <Craig.Nadrizny@Bridgeportct.gov>; Urquidi, Jon <Jon.Urquidi@Bridgeportct.gov>; Tiago, Jose <Jose.Tiago@Bridgeportct.gov>; Boyer, Mike <Mike.Boyer@Bridgeportct.gov>

Subject: RE: Request for Streetlight(s) pursuant to Chapter 12.60 Streetlight Installations

Good morning,

I recommend the installation on pole# 6365 of (1) 56w 4000K LED Cobra.



Michael Miranda Sr.
 Energy Specialist – Programs and Products Department



An AVANGRID Company

LED Overhead Fixture Price Sheet

FLOODLIGHT



Fixture Wattage	Kelvins	Average Monthly Charge	Estimated Total Annual Cost
85	3000	\$19.50	\$234.04
128	3000	\$28.59	\$343.07
85	4000	\$19.50	\$234.04
128	4000	\$28.59	\$343.07
252	4000	\$38.02	\$456.25

MONGOOSE



Fixture Wattage	Kelvins	Average Monthly Charge	Estimated Total Annual Cost
59	3000	\$21.10	\$253.19
105	3000	\$27.42	\$329.08
59	4000	\$21.10	\$253.19
105	4000	\$27.42	\$329.08

COBRAHEAD



Fixture Wattage	Kelvins	Average Monthly Charge	Estimated Total Annual Cost
19	3000	\$7.62	\$91.40
24	3000	\$8.09	\$97.12
39	3000	\$11.13	\$133.55
56	3000	\$13.50	\$162.01
81	3000	\$19.30	\$231.61
121	3000	\$28.23	\$338.82
56	4000	\$13.50	\$162.01
81	4000	\$19.30	\$231.61
121	4000	\$28.23	\$338.82

UTILITY POLE

	Lease (monthly)	Purchase (one-time fee)
	\$15.66	\$682.57



CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT

CITY HALL – 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
Telephone (203)-576-7211
Fax (203) 5767154

JOSEPH P. GANIM
Mayor

JON URQUIDI
City Engineer

May 3, 2021

Craig Nadrizny
Deputy Director Public Facilities
999 Broad Street
Bridgeport, Connecticut 06604

**Re: Street Light Request Review
1259 Kossuth Street**

Dear Mr. Nadrizny:

We have received the above-referenced request to review if installation of a street light is warranted at the above location based on the ratio of accidents in the evening versus daytime hours.

Review of the police records indicates that there have been no reported traffic incidents in the close vicinity of the study location indicating that the proposed street light installation location is not within a high incident area. Based on this review, the street light installation is not warranted based on accident history.

Should you have any questions, please do not hesitate to contact the Engineering Department.

Very truly yours,

Pawel D. Papazachariu Digitally signed by Pawel D. Papazachariu
Date: 2021.05.03 14:09:24 -04'00'

Pawel D. Papazachariu
Traffic Engineer

PDP/
cc: Jon Urquidi, City Engineer

Baldino, Virginia

From: Catino, Paul
Sent: Monday, May 3, 2021 1:36 PM
To: Baldino, Virginia
Subject: RE: Light Request Kossuth St

The attachments appear to indicate one new cobrahead 56w streetlight would be added, with cost provided by UI of \$13.50 monthly, or \$162.01 per year.

Whereas the ordinance requests a statement of sufficient funds by the Utility Manager and there is no such titled position currently funded, please accept my statement that Public Facilities has sufficient funding to provide the additional streetlight at its estimated cost.

Paul Catino
Budget Analyst
Department of Public Facilities
City of Bridgeport

From: Baldino, Virginia <Virginia.Baldino@Bridgeportct.gov>
Sent: Monday, May 3, 2021 12:23 PM
To: Catino, Paul <Paul.Catino@Bridgeportct.gov>
Subject: Light Request Kossuth St



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

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

JOSEPH P. GANIM
Mayor

CRAIG A. NADRIZNY, Jr.
Acting Director Public Facilities

To: Craig A. Nadrizny, Public Facilities Administration
From: Steve Hladun, Parks Administration *Steve Hladun*
CC: Public Facilities Administration
Date: 5/3/2021
Re: Request for Streetlight(s) pursuant to Chapter 12.60 Streetlight Installations
Kossuth Street between Spring Street and Pearl Street

In response to 137th District Councilwoman Maria Ines Valle's and City Council President Aidee Nieves' request for the installation of one or more streetlights on Kossuth Street between Spring Street and Pearl Street please accept this letter as acting tree warden.

The streetlight installation at this location is not expected to have any bearing on authorized tree trimming; there are no street trees located within this block.

Please let me know if you have any questions, concerns or suggestions.

Thank you.



CITY COUNCIL BRIDGEPORT

*COUNCILWOMAN MARIA INES VALLE
137TH CITY COUNCIL DISTRICT*

COMMITTEE ON ORDINANCES

*CO-CHAIR COMMITTEE ON PUBLIC
SAFETY AND TRANSPORTATION*

*CO-CHAIR COMMITTEE ON
ECONOMIC AND COMMUNITY
DEVELOPMENT AND ENVIRONMENT*

LIAISON TO FOOD POLICY COUNCIL

LIAISON TO POLICE COMMISSION

March 29, 2021

Craig A. Nadrizny
Public Facilities Acting Director
999 Broad Street
Bridgeport, CT 06604

RE: Request for Streetlight(s) pursuant to Chapter 12.60 - STREETLIGHT INSTALLATIONS

Dear Director,

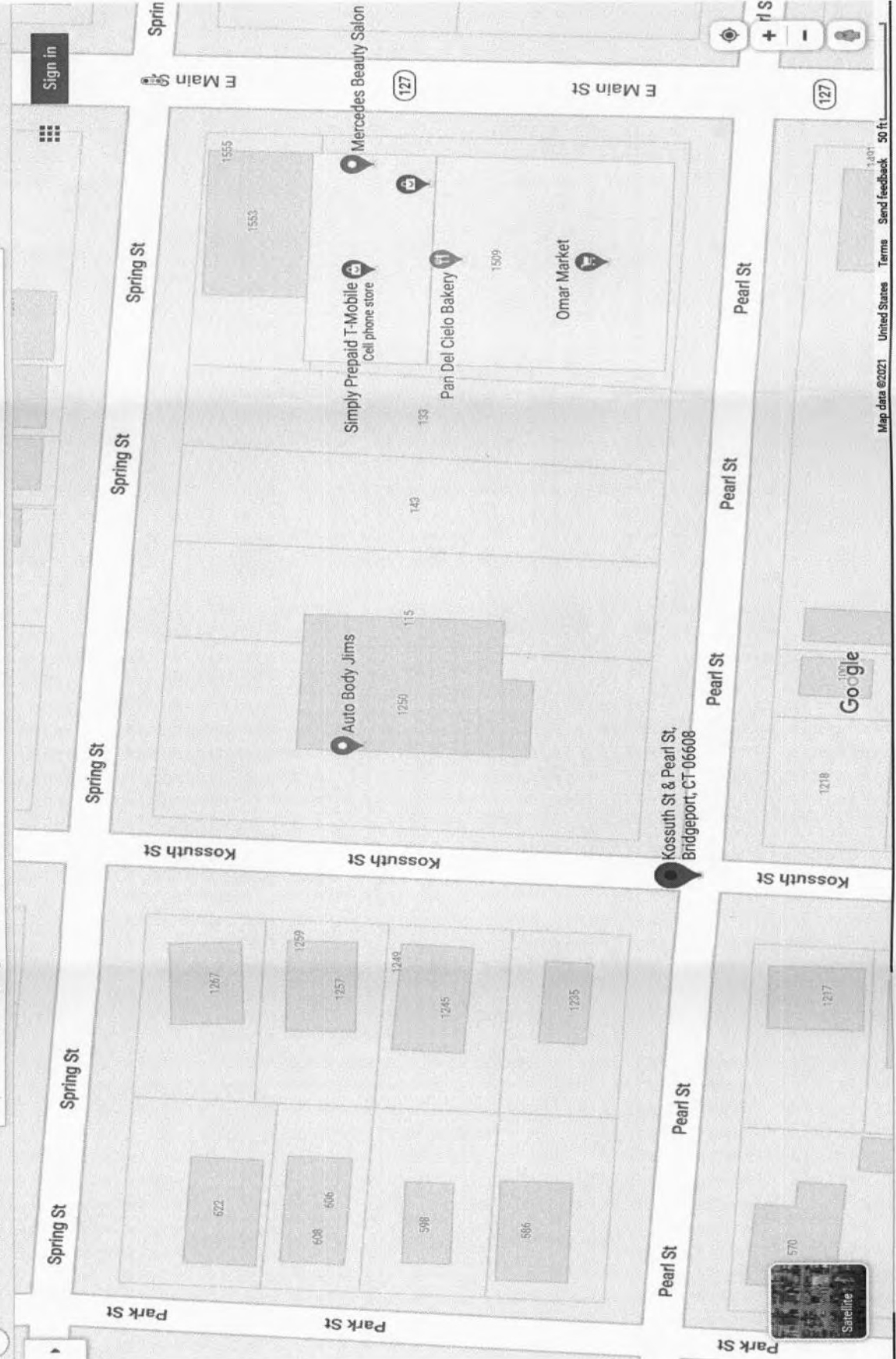
We request the installation of one or more streetlights on Kossuth Street between Spring Street and Pearl Street because there is no streetlighting between those two intersections and during darkness or severe weather vehicles turning from either Spring Street or Pearl Street onto Kossuth Street are not afforded a clear line of sight of road hazards between the two intersections. If you would obtain the letters required by the ordinance then the City Clerk's Office can prepare the necessary resolution for consideration by the City Council. We thank you.

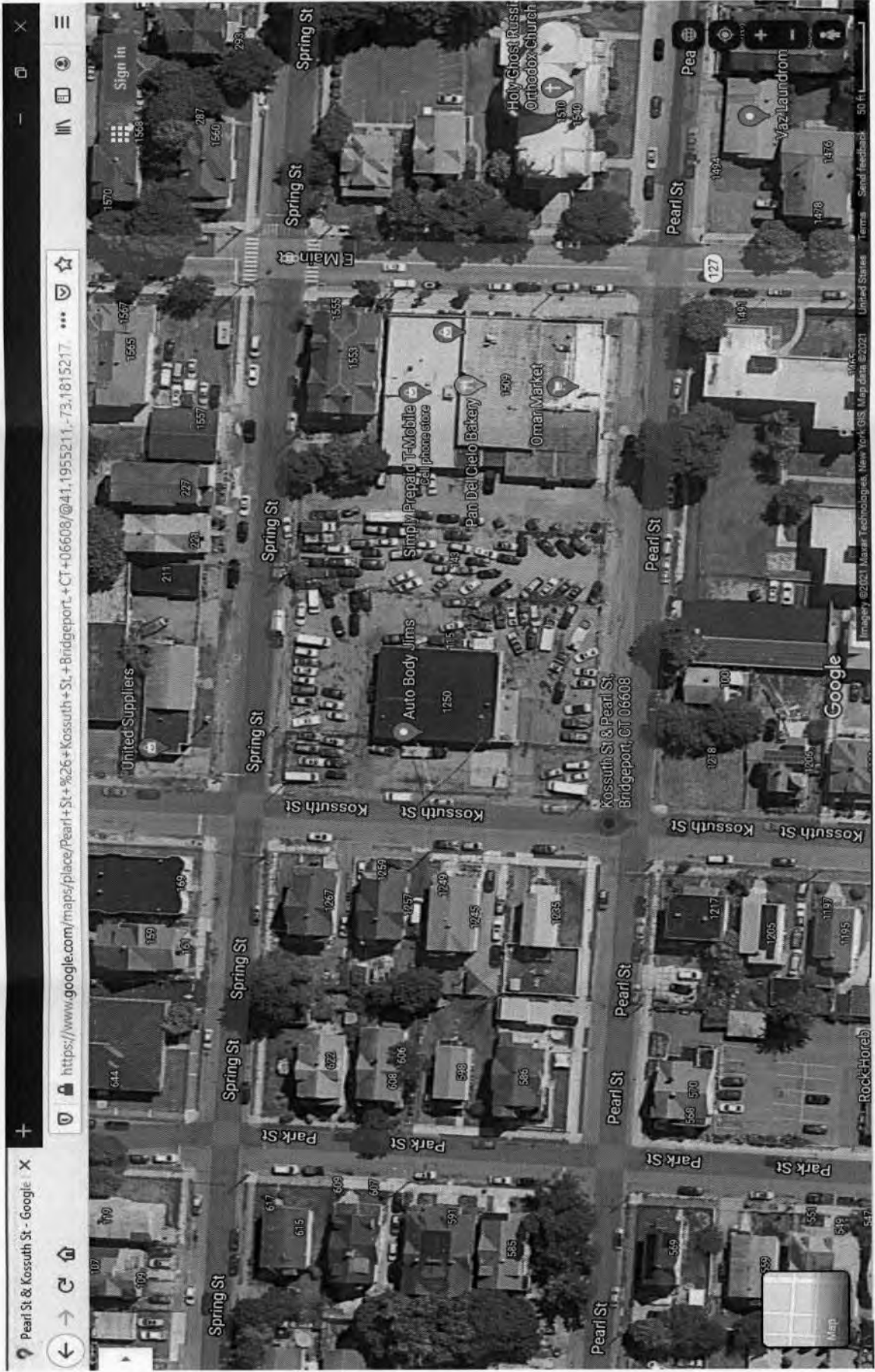
Yours,

Maria Ines Valle

Maria Ines Valle
Councilwoman
137th Council District

Aidee Nieves
City Council President
and 137th Council District





Pearl St & Kossuth St - Google

https://www.google.com/maps/place/Pearl+St.+%26+Kossuth+St.+Bridgeport,+CT+06608/@41.1955211,-73.1815217,...

Spring St, Pearl St, Park St, Kossuth St, Auto Body Jims, Simply Pregaid T-Mobile, Pan Del Cielo Bakery, Omar Market, Holy Ghost Russian Orthodox Church, Vaz Laundrom, United Suppliers, Rock Horeb, Google

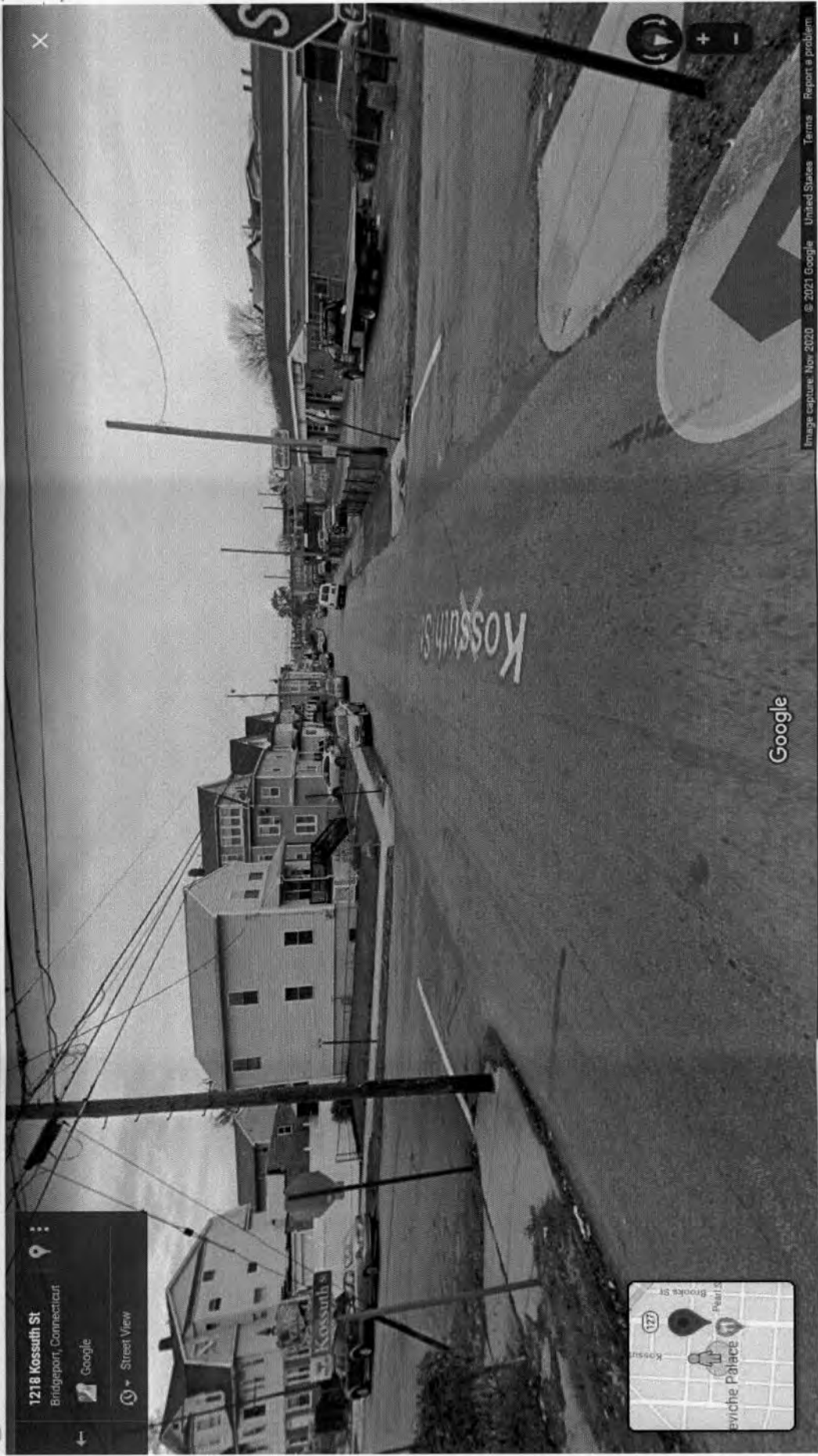


50 ft, Imagery ©2021 Maxar Technologies, New York GIS, Map data ©2021, United States, Terms, Send feedbacks

1218 Kossuth St
Bridgeport, Connecticut

Google

Street View



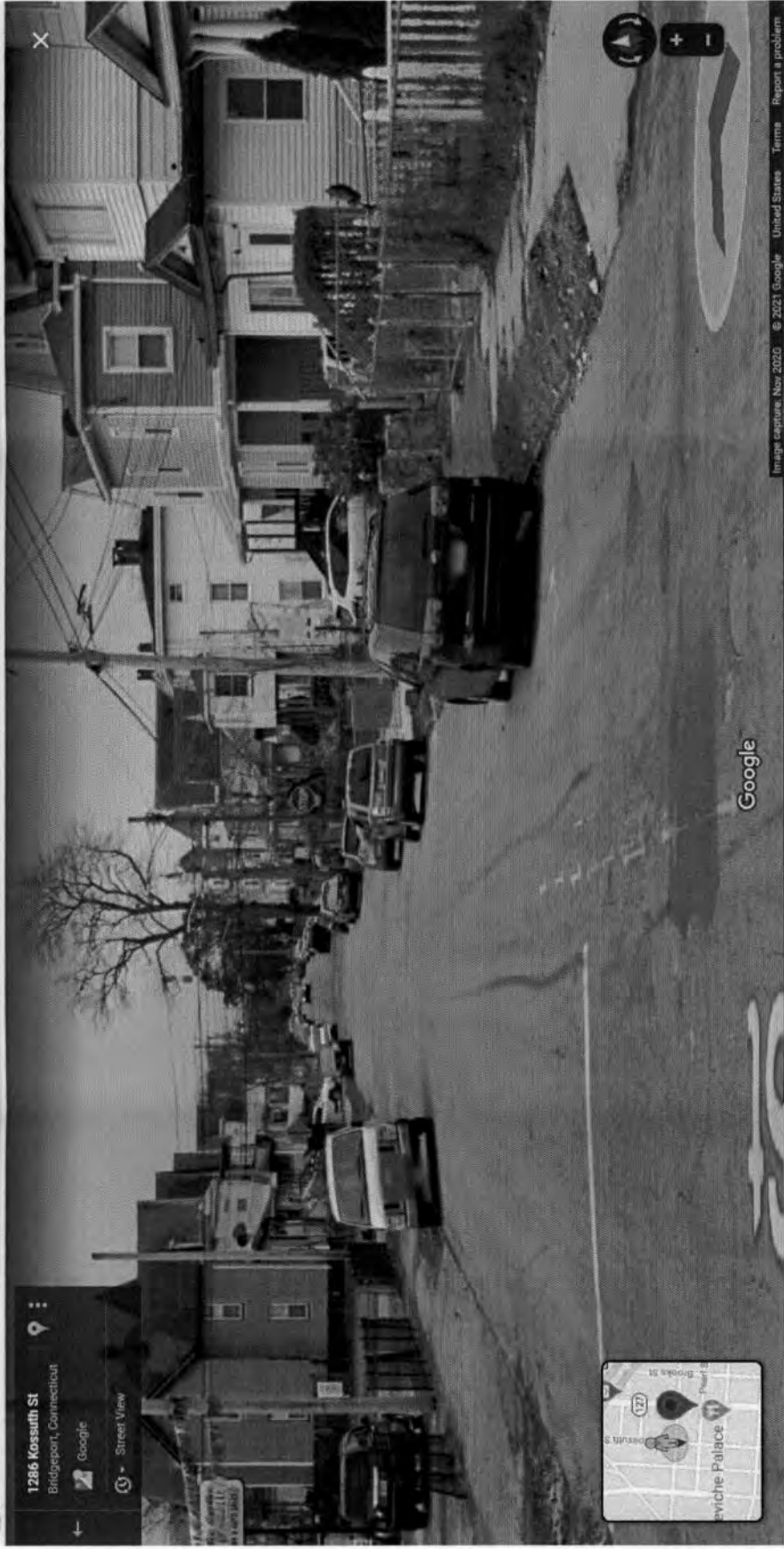


97 Pearl St
Bridgeport, Connecticut
Google
Street View



Google









Item # *33-20 Consent Calendar

Professional Services Agreement with Marshall K. Robinson for a Ballistics Expert in the Police Department.



Report
of
Committee
on
Contracts

City Council Meeting Date: MAY 17, 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.

RECEIVED
CITY CLERKS OFFICE
21 JUN -8 AM 9:28
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *33-20 Consent Calendar

RESOLUTION

(BALLISTICS EXPERT FOR POLICE DEPARTMENT)

WHEREAS, ballistic analysis, as well as, the creation and maintenance of a ballistic database, is a necessary tool of criminal investigation; and

WHEREAS, ballistic analysis is a specialty, which cannot be performed by any current member of the Bridgeport Police Department; and

WHEREAS, Marshal K. Robinson has training and experience as a ballistics expert and has provided ballistic analysis services to the Bridgeport Police Department for over twenty years as an independent contractor; and

WHEREAS, there are no other ballistic experts in the greater Bridgeport area that have the expertise of Marshal K. Robinson; and

WHEREAS, Marshal K. Robinson's rate of pay is fair and equitable, in light of his training and experience; and

WHEREAS, Purchasing has approved the retention of Marshal K. Robinson as a Qualified Purchase, based on Single/Sole Source; and

WHEREAS, Marshal K. Robinson has been providing ballistic services to the Police Department since August 2020 with no written contract in place and the Parties wish to formalize their working arrangement; and

WHEREAS, the City and the Contractor are prepared to proceed to contract for the aforementioned services.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. *33-20 Consent Calendar

-2-

NOW, THEREFORE, be it hereby Resolved by the City Council, that the Mayor, his designee, or the Acting Chief of Police, may execute a Contract substantially in the form attached, sufficient and approved by the Office of the City Attorney, with Marshal K. Robinson for the purposes set forth herein.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Michael A. DeFilippo, D-133rd

Alfredo Castillo, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: *May 17, 2021*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties, dated _____ 2021, (the "Agreement") is hereby entered into between **Marshall K. Robinson**, of 937 Prospect Road, Cheshire, Connecticut 06410 (the "Contractor") and **The City of Bridgeport acting through The Bridgeport Police Department**, located at 300 Congress Street, Bridgeport, Connecticut 06604 (the "BPD") on the following terms and conditions:

WHEREAS, the BPD requires a consultant to provide ballistic analysis in connection with criminal investigations;

WHEREAS, Contractor has provided ballistic analysis services to the BPD for over twenty years;

WHEREAS, the BPD submitted Request for Qualified Purchase to retain Contractor, based on a Single/Special Source (see Exhibit A attached);

WHEREAS, on November 19, 2020, Captain Brian Fitzgerald represented that there are no other ballistic experts in the area that perform the work that Contractor is capable of (see Exhibit A attached);

WHEREAS, the Contractor has been billing BPD at a rate of \$56.25 per hour (\$450 per 8 hour day);

WHEREAS, the Contractor has been providing services at the request of BPD since August 3, 2020 without an executed contract;

WHEREAS, the BPD wishes to negotiate a contract for professional services with the Contractor as a single/special source, based upon his qualifications, billing rate and the Contractor's twenty years of performance for BPD;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purpose of engaging the Contractor to perform all duties normally and customarily performed by ballistic analysts to achieve the objectives and outcomes identified in the Request for Qualified Purchase attached hereto as Exhibit A and incorporated herein. This Project is being funded by the BPD.

2. Term of Engagement. This Agreement shall commence retroactively on August 1, 2020 and shall continue in full force and effect for two years, until July 31, 2022 ("Term"). Termination of this Agreement shall have no effect on the BPD's obligation to

pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the BPD.

3. Record of Activities; Retention of Records. The Contractor shall, if requested, maintain contemporaneous daily time records of hours and tasks performed in sufficient detail, which records shall be submitted to the BPD at requested intervals during the Term. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement. All accounting records and project data are subject to state and federal audit. Financial records, supporting documents and all other records pertinent to the Services shall be retained for a period of three (3) years except if any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The retention period starts from the date of submission of the final invoice.

4. Source of Funds Requirements; Price; Payment.

(a) Source of Funds Requirements. The Contractor's activities under this Agreement will be fully funded by the BPD.

(b) Price.

(1) For the first year (August 1, 2020 through July 31, 2021), Contractor shall bill his services at a rate of \$56.25 per hour, which is \$450 for a full eight hour day. Total payments to contractor during the first year shall not exceed \$48,000. It is anticipated that the Contractor will provide services an average of two full days per week throughout the Term.

(2) For the second year (August 1, 2021 through July 31, 2022), Contractor shall bill his services at a rate of \$62.50 per hour, which is \$500 for a full eight hour day. Total payments to contractor during the second year shall not exceed \$53,000. It is anticipated that the Contractor will provide services an average of two full days per week throughout the Term.

(c) Payment. Upon verification of the completion of the Work delineated in the Proposal, the Contractor shall submit monthly invoices referencing a purchase order with all backup documentation to the BPD, and the BPD shall pay such invoices within 45 days after receipt of a complete invoice.

5. Acceptability of Information and Reports Supplied by the Contractor. Any and all information and reports, whether supplied orally or in writing by the Contractor,

shall be based upon consistent and reliable data-gathering methods and the BPD may rely upon such information and reports.

6. Proprietary Rights. The BPD does not anticipate that the Contractor will develop or deliver anything other than services, testimony and certain written reports or recommendations. Nevertheless, the BPD shall own all right, title and interest in such the Contractor's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Contractor expressly acknowledges and agrees that his work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the BPD and, alternatively, the Contractor hereby irrevocably assigns to the BPD all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Contractor shall, at any time upon request, execute any documentation required by the BPD to vest exclusive ownership of such work in the BPD (or its designee). The Contractor retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

(c) Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not

adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

8. Representations and Warranties.

The Contractor represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Contractor represents that he has full right, power and legal capacity to enter into this Agreement, the execution and delivery of this Agreement has been duly authorized by the Contractor's governing body, and no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement by Contractor

(b) The Contractor represents that he has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in his employ, or will hire qualified and trained, personnel to perform the Services and he also has all necessary tools and equipment to perform the Services.

(c) The Contractor represents that he can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the BPD.

(d) The Contractor represents that he is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(e) The Contractor's performance of the Services described herein, and his representation of the BPD, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Contractor.

(f) The Contractor will not subcontract any of the work to third parties without written notice to the BPD and receipt of the BPD's written consent.

(g) The Contractor represents that neither he, nor permitted subcontractors, has committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on his business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Contractor and subcontractors shall comply with the requirements of all laws, rules and

regulations applicable to the conduct of his business or the performance of the Services under this Agreement.

(h) The Contractor represents that he will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement. Specifically, Contractor represents that he will perform the Services hereunder in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in similar conditions. No other warranty or representation, either expressed or implied, is included or intended herein or in Contractor's proposals, contracts, or reports. BPD agrees to provide Contractor prompt written notice of any defect or suspected defect in its services within one (1) year after substantial completion of services, in which case Contractor agrees to replace or correct defects at no cost to the BPD.

(i) The Contractor represents that he possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(j) The Contractor represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Contractor shall (i) defend through litigation or obtain through negotiation the right of the BPD to continue using the Services of the Contractor; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the BPD determines that none of the foregoing alternatives provide an adequate remedy, the BPD may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Contractor hereunder.

(k) The Contractor represents that, while work is in process, it shall be the Contractor's responsibility to maintain the safety of the workplace.

9. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the BPD shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE BPD SHALL NOT BE LIABLE TO THE CONTRACTOR FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR

CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

10. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the BPD:

Bridgeport Police Department
300 Congress Street
Bridgeport, CT 06604

with a copy to:

Michael Jankovsky, Esq.
Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Contractor:

At the address specified above.

11. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. Contractor may terminate this Agreement without cause upon thirty (30) days written notice to the City. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and a cure is not a practical or reasonable resolution to the default. If a cure is a practical and reasonable solution to a default, the non-defaulting party shall give written notice of default to require the other party to, in writing and within five (5) business days, its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default for which a cure is still a practical and reasonable solution to the default, nonetheless cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be

so corrected or cured and how it can be cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. If the Contractor is in default and a cure is not a practical or reasonable resolution to the default, the City may terminate this Agreement immediately upon notice. Either party shall automatically be in a non-curable default situation if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and such action is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Contractor may only terminate for convenience upon thirty (30) days written notice. The City may terminate for convenience immediately upon giving written notice.

12. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in Connecticut Superior Court, Judicial District of Fairfield at Bridgeport.

13. Independent Contractor Status. The Contractor and its approved subcontractors are independent contractors in relation to the BPD with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Contractor shall remain responsible, and shall indemnify and hold harmless the BPD, from and against liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Contractor, its subcontractors and their respective employees. THE CONTRACTOR REPRESENTS THAT HE RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE BPD'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS HIMSELF OUT GENERALLY AS AN INDEPENDENT CONTRACTOR AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

14. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or

other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

15. Indemnification; Insurance.

(a) Indemnification. The Contractor agrees to defend, indemnify and hold harmless the BPD, its elected officials, officers, department heads, employees and agents from and against claims, liabilities, obligations, causes of action for damages arising out of the Contractor's negligence or misconduct, including direct damage to the BPD's property, and costs of every kind and description arising from Contractor's work or activities under this agreement, and claims alleging bodily injury, personal injury, property damage regardless of cause.

(b) Insurance requirements: The following insurance coverage is required of the Contractor. The Contractor shall procure, present to the BPD, and maintain in effect for the Term without interruption the insurance coverages identified below, as applicable, with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the BPD.

Professional Liability insurance (claims made form) with minimum limits of \$1,000,000, or as otherwise required by the BPD.

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

(c) General requirements. All policies shall include the following provisions:

Cancellation notice—The BPD shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the BPD at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Proof of Insurance —All policies will be evidenced by an original certificate of insurance, declarations page and applicable policy endorsement(s) delivered to the BPD and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, all such documents required to be delivered to the BPD prior to any work or other activity commencing under this agreement.

16. Non-discrimination. The Contractor agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Orders No. 3 promulgated June 16, 1971, and as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

Further, this agreement is subject to the provisions of the Governor's Executive Order No. 17 promulgated February 15, 1973, and as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 17. The parties agree to abide by Executive Order No. 17 and agree that the Contractor and all subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

17. Communications. Any written report prepared by or requested from the Contractor shall be sent in draft form to the BPD for review prior to finalization.

18. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by both parties.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Contractor without the BPD's prior written consent and any attempt to the contrary shall be void.

(d) Force Majeure. The parties hereto, respectively, agree that the other party shall not be in default of this Agreement if such party is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder in spite of its employment of commercially reasonable efforts and due diligence as a result of events beyond the reasonable control of such party caused by severe weather conditions, natural disasters, catastrophic events, labor unrest, severe shortages of key materials, or delays of contractors or subcontractors due to any such causes, casualties to persons or Property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions taken by other persons beyond the exclusive control of the party claiming hindrance or delay (any of the foregoing being referred to as "**Force Majeure**"). 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 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 the receipt of notice of a claimed hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of the non-requesting party's 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 hindrance or delay.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) **Precedence of Documents.** In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) **Property Access.** The parties understand that it is the BPD's obligation to allow legal access to BPD property where the Contractor's Services are to be performed. The Contractor shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the BPD in writing.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

**BRIDGEPORT POLICE DEPARTMENT,
On behalf of the City of Bridgeport**

By: _____

**CONTRACTOR,
MARSHALL K. ROBINSON**

By: _____

Ex. A

To: Bernd Tardy, Purchasing Director

From: Captain Fitzgerald

Re: Request for Qualified Purchase - explanation of need attachment to QP form

Date: 9/21/20

Reason for Needed Purchase:

Ongoing ballistic examination to further criminal investigations

Explanation of Vendor Chosen (should Qualified Purchase be approved):

The firm which must perform this work, xxxxx, is considered

no other vendor is qualified or has the expertise to perform the work of a ballistic examiner in Bridgeport.

What budget is approved for these requested Goods or Services? (circle 1):

Operating Capital Grant (If no budget approved already for purpose, explain why funding source proposed should be used):

Are Grant fund Requirements involved with this purchase? (explain if yes): No

no

Additional information/explanation, if any

N/A

Captain Brian Fitzgerald

REQUEST FOR QUALIFIED PURCHASE

FILE NUMBER ASSIGNED BY PURCHASING ONLY: PDS091219

This form must be completed and submitted for approval before processing any requisition.

NOTE: Purchases made off state bid do not require this form.

PROPOSED VENDOR & PURCHASE: Marshall Robinson Ballistic expert examiner

PROPOSED REQUISITION AMOUNT (attach quote and backup) \$ 3600 Approx. monthly

OLD #
PDQ165193

****ANSWER ALL BELOW THAT ARE APPLICABLE****

SINGLE/SPECIAL SOURCE SOLE SOURCE TIME CRITICAL OTHER

- 1. Unique Features.** Specify unique features/characteristics of goods/services.
Marshall Robinson has been contracted as the police department ballistic expert examiner for over 20 years. He possesses unique knowledge of ballistic examination that furthers criminal investigations in the city using a database built from city records.
- 2. Special Needs.** State the reason(s) unique specifications restrict requisition to one manufacturer/provider.
Robinson has unique knowledge of department cases, record management and has built a ballistics database unique to Bridgeport.
- 3. Time Critical Factors.** State the reason(s) proving why time is of the essence.
We must maintain accurate ballistic evidence for criminal investigations and cannot have a lapse in examination.
- 4. Other Factors.** State the reason(s) why competing goods/services are not available.
Robinson possesses unique knowledge and experience acquired over 20 years of working in Bridgeport

INTEGRITY AFFIDAVIT

EVERY CONTRACTING OFFICER THAT IS REQUESTING A QUALIFIED PURCHASE PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED), MUST FULLY AND ACCURATELY COMPLETE AND ATTEST TO THIS SECTION. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Contracting Officer: Brian Fitzgerald
Department: Police Title: Captain Phone Number: x 581-5205

The undersigned hereby attests that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| a) I have a personal or business relationship with the vendor or contractor being selected.
<i>(If yes, attach detailed explanation)</i>
<i>(If yes, Purchasing will contact the Office of City Attorney for a conflict analysis)</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) I have made all reasonable attempts to receive best value for the City.
<i>(Provide detail of efforts/analysis in an attachment)</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

[Signature] (Signature -Contracting Officer/Manager) Dated: 9/21/20
[Signature] (Signature -Department Head Approval) Dated: 9/21/20

BE ADVISED: It is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements as the established purchasing ordinance is being waived in this instance.

RECOMMENDED: DENIED: Brian J. [Signature] 9/21/20 (SIGNED/DATED PURCHASING AGENT)
(a denial requires a written explanation)

APPROVED: DENIED: ONLY WHEN OVER \$25,000 _____ (SIGNED/DATED CITY ATTORNEY REP OR FINANCE DIR.)

APPROVED: DENIED: [Signature] (SIGNED/DATED CAO)

Maintaining Knowledge of Scientific Developments and Related Literature

A Firearm and Toolmark Examiner must maintain a knowledge of the current developments and practices in: general criminalistics; their appropriate specialty areas; those areas of science that have a direct bearing on relevant physical evidence concerns; and legal decisions that affect the collection, preservation, and presentation of evidence. Activities associated with this job duty area include: reading professional journals and publications; attending professional conferences; obtaining relevant training; and conversing with other professionals in the field. Examiners should also maintain proficiency through participation (either formally or informally) in quality control or quality assurance programs. Examiners may also conduct ad hoc research as casework needs dictate, as well as engage in general research directed to the development of new scientific knowledge.

Testifying in Legal Proceedings

Firearm and Toolmark Examiners must give oral evidence, under oath, through the process of direct and cross-examination during legal proceedings. This involves the summation or elaboration of the Examiner's written reports and examination notes. Such testimony generally includes an explanation of: the testing procedures used to analyze the evidence being presented in the trial; the equipment and/or reagents used; the examination results; the Examiner's interpretations of the examination results; potential sources for variance or error in the test results, and safeguards taken to present such errors. Examiners must possess a knowledge of general courtroom and legal procedures, especially in the areas of expert testimony and the introduction of evidence. As an expert witness, the Firearm and Toolmark Examiner must demonstrate a professional demeanor. The Examiner must speak in a clear, precise, and understandable manner and be able to describe technical procedures in a manner easily understood by lay persons.

Training

Firearm and Toolmark Examiners assist with the training of criminal justice practitioners (such as investigators and attorneys) in the identification, handling, and interpretation of physical evidence. Journey-level Examiners may also assist in the training of entry-level forensic scientists. Activities associated with training include making oral presentations, developing informal and formal training curriculum, interpreting written scientific materials, and evaluating trainees' work on proficiency tests and casework notes/reports.

Maintaining Professional, Ethical Standards of Conduct

Firearm and Toolmark Examiners must subscribe to a code of ethics. Examiners must conduct an unbiased examination and evaluation of the physical evidence, and render interpretations (both orally and in writing) in a fair and unbiased manner. Examiners must be aware of the potential consequences associated with unethical and/or biased behavior.

The primary job duties of the Firearm and Toolmark Examiner are to identify, collect, preserve, examine, and interpret the physical evidence associated with specific criminal acts. Physical evidence is any tangible entity associated with an event under investigation (crime, accident, lawsuit), the analysis of which stands to associate an individual with the event, establish an element of a crime or tort, corroborate or disprove an alibi, and/or determine the manner in which an event occurred. The job duties of a Firearm and Toolmark Examiner have been grouped into job duty areas. Descriptions of the activities associated with each job duty area are described below.

Collection of Evidence

A Firearm and Toolmark Examiner may examine crime scenes and articles found there related to a crime to identify the evidentiary value or potential of an item or object as it is encountered in an organized search routine. The Examiner must determine and use the appropriate manipulative skills and tools necessary to select, remove, package, and protect the physical evidence in a manner which best maintains the integrity and evidentiary value of the items.

Preservation of Evidence

A Firearm and Toolmark Examiner performs activities to best preserve physical evidence, including: latent evidence, trace and microscopic evidence, and the crime scene in general. Examiners must mark evidence properly and ensure the chain of custody of all evidence collected is consistent with legal and scientific standards.

Examination of Evidence

The examination of evidence is the process of inspecting and/or testing physical evidence by selecting and performing the appropriate techniques to obtain forensically useful information. This necessitates a knowledge of the historical development of firearm and toolmark identification. Examiners must also prioritize procedures and preserve appropriate samples for any subsequent forensic analysis. Examiners must be knowledgeable about appropriate sample sizes, standards, control mechanisms, and testing conditions for performing various types of evidentiary examinations procedures.

Laboratory Techniques

Firearm and Toolmark Examiners must be proficient in the use of laboratory instrumentation and how they are used in applying valid scientific procedures to the examination of evidence. Examiners use optical, electronic, measurement, and analytical instruments to process and analyze evidence. Such instruments are often used by Examiners to document, sample, examine, analyze, and/or compare various types of physical evidence. Examiners must possess a thorough understanding of the use and limitations of common types of analytical instruments used to examine firearms, toolmarks, and gunshot residues.

Evaluation and Interpretation of Analytical Results

Firearm and Toolmark Examiners must be able to evaluate and interpret the results of physical evidence evaluations. The Examiner must be knowledgeable about the limitations of any methods and procedures used, and of any limitations imposed by federal or state legislation and/or mandates regarding the condition and submission of evidence. This requires Examiners to possess a knowledge of basic probability, statistics, test significance, completeness, the assessment of accuracy, and scientific methodology. Examiners must be able to explain the supportive (or nonsupportive) aspects of findings to prove or disprove proposed hypotheses.

Documentation of Physical Evidence and Analytical Results

Firearm and Toolmark Examiners must thoroughly document the nature of the physical evidence as it was discovered, preserved, and analyzed. Also, Examiners must be proficient at properly documenting their interpretations of test results. Documentation requires the use of written notes, sketches, report writing, and still and video photography. Examiners must possess a reasonable mastery of the English language, including the basic rules of punctuation, spelling, grammar, and composition. Examiners must be able to write about technical scientific materials in a clear and succinct fashion that can be understood by readers who do not possess technical expertise. Examiners may sometimes write papers for publication in professional journals and other publications.

Oral Dissemination of Evidence and Analytical Results

Firearm and Toolmark Examiners must orally communicate, both formally and informally, with laypersons as well as with other scientists. Informal oral communication typically takes the form of conveying examination results and their interpretations to investigators, attorneys, and other forensic practitioners. Examiners also may orally report the results of casework and research findings in formal forums with other scientists.

Safe Work Practices

Firearm and Toolmark Examiners must follow all precautionary procedures and observe safe work practices to ensure the safety of the Examiner and all others. Examiners must be aware of all potential hazards to health and welfare that may exist in both the laboratory and in the field.

Req. 4543

Invoice No. 20-1508

September 3, 2020

Capt. Brian Fitzgerald
Detective Division
Bridgeport Police Dept.
300 Congress St.
Bridgeport, CT 06604

Dear Captain Fitzgerald,

The following is a bill for my services for the month of August 2020 -
Days worked, August 3, 6, 10, 13, 17, 20, and 27, for a total of seven days.

Total this invoice \$3150.00

Very truly yours,


Marshall K. Robinson


Captain Brian Fitzgerald
10/10/20

Marshall K. Robinson
Firearm & Tool Mark Examiner

937 Prospect Road, Cheshire, CT 06410

Invoice No. 20-1509

October 5, 2020

Capt. Brian Fitzgerald
Detective Division
Bridgeport Police Dept.
300 Congress St.
Bridgeport, CT 06604

Dear Captain Fitzgerald,

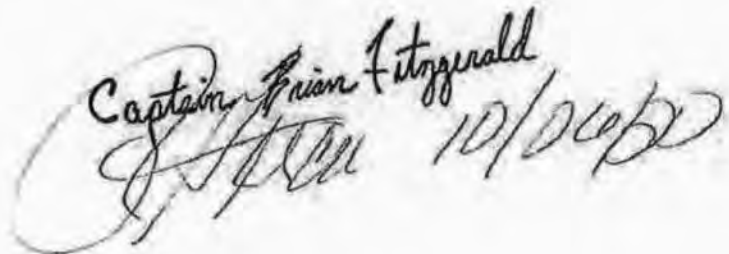
The following is a bill for my services for the month of September 2020 -
Days worked, September 3, 7, 10, 11, 14, 18, 21, 24, and 28, for a total of nine days.

Total this invoice \$4050.00

Very truly yours,



Marshall K. Robinson



Marshall K. Robinson
Firearm & Tool Mark Examiner

937 Prospect Road, Cheshire, CT 06410

Invoice No. 20-1510

November 2, 2020

Capt. Brian Fitzgerald
Detective Division
Bridgeport Police Dept.
300 Congress St.
Bridgeport, CT 06604

Dear Captain Fitzgerald,

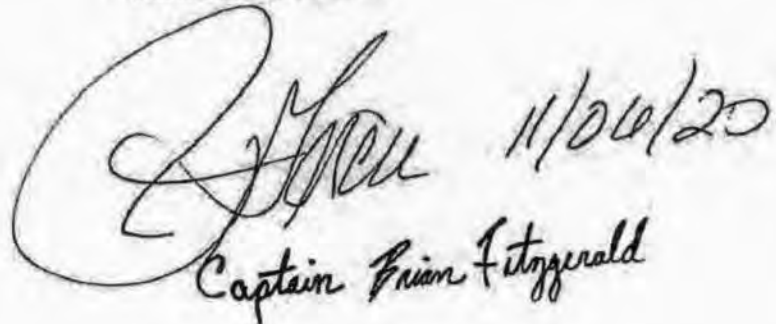
The following is a bill for my services for the month of October 2020 -
Days worked, October 5, 8, 12, 15, 19, 22, 26, and 29, for a total of eight days.

Total this invoice \$3600.00

Very truly yours,



Marshall K. Robinson



Captain Brian Fitzgerald

Marshall K. Robinson
Firearm & Tool Mark Examiner

937 Prospect Road, Cheshire, CT 06410

Invoice No. 20-1511

December 2, 2020

Capt. Brian Fitzgerald
Detective Division
Bridgeport Police Dept.
300 Congress St.
Bridgeport, CT 06604

Dear Captain Fitzgerald,

The following is a bill for my services for the month of November 2020 -
Days worked, November 2, 5, 9, 12, 16, 19, 23, 25, and 30, for a total of nine days.

Total this invoice \$4050.00

Very truly yours,



Marshall K. Robinson

Captain Brian Fitzgerald

HISTORY_MARSHALL K ROBINSON

Year	PO	PO Date	Order Amount	Marshall K. Robinson Ballistic Testing
2010	247	07/14/2009	\$ 32,550.00	\$ 44,510.00 10 yr average
2011	11001498	08/05/2010	\$ 2,800.00	\$ 47,000.00
2011	11003302	09/09/2010	\$ 5,950.00	\$ 41,400.00
2011	11004976	10/06/2010	\$ 3,150.00	\$ 45,450.00
2011	11008820	12/15/2010	\$ 3,150.00	\$ 133,850.00
2011	11009918	01/14/2011	\$ 3,150.00	\$ 44,616.67 3 yr avg
2011	11009917	01/14/2011	\$ 2,800.00	
2011	11010938	02/07/2011	\$ 3,150.00	
2011	11012484	03/08/2011	\$ 2,800.00	
2011	11013615	04/01/2011	\$ 3,150.00	
2011	11015587	05/11/2011	\$ 2,800.00	
2011	11016910	06/03/2011	\$ 5,950.00	
			\$ 38,850.00	
2012	12001197	08/01/2011	\$ 2,800.00	
2012	12002877	09/07/2011	\$ 3,150.00	
2012	12004418	10/06/2011	\$ 3,150.00	
2012	12006874	11/29/2011	\$ 2,800.00	
2012	12007339	12/08/2011	\$ 2,800.00	
2012	12008872	01/19/2012	\$ 3,150.00	
2012	12009675	02/06/2012	\$ 3,600.00	
2012	12011220	03/12/2012	\$ 3,200.00	
2012	12012669	04/16/2012	\$ 3,600.00	
2012	12014002	05/16/2012	\$ 3,600.00	
2012	12014668	06/04/2012	\$ 3,600.00	
2012	12014667	06/04/2012	\$ 3,200.00	
			\$ 38,650.00	
2013	13001565	08/08/2012	\$ 6,800.00	
2013	13003158	09/17/2012	\$ 3,600.00	
2013	13003789	10/03/2012	\$ 3,200.00	
2013	13005175	11/13/2012	\$ 3,600.00	
2013	13006799	12/21/2012	\$ 3,600.00	
2013	13007584	01/16/2013	\$ 3,600.00	
2013	13008594	02/14/2013	\$ 3,600.00	
2013	13010054	03/21/2013	\$ 3,200.00	
2013	13010930	04/11/2013	\$ 3,200.00	
2013	13012202	05/06/2013	\$ 3,600.00	
2013	13013544	06/05/2013	\$ 3,600.00	
2013	13013987	06/14/2013	\$ 3,600.00	
			\$ 45,200.00	

HISTORY_MARSHALL K ROBINSON

Year	PO	PO Date	Order Amount	Marshall K. Robinson Ballistic Testing
2017	17000271	07/13/2016	\$ 3,600.00	
2017	17001852	08/12/2016	\$ 3,200.00	
2017	17003134	09/14/2016	\$ 3,600.00	
2017	17004241	10/11/2016	\$ 2,000.00	
2017	17005568	11/08/2016	\$ 3,600.00	
2017	17006678	12/09/2016	\$ 3,200.00	
2017	17007674	01/09/2017	\$ 3,600.00	
2017	17008890	02/08/2017	\$ 3,600.00	
2017	17009988	03/10/2017	\$ 2,400.00	
2017	17011388	04/12/2017	\$ 3,600.00	
2017	17012784	05/09/2017	\$ 3,600.00	
			\$ 39,600.00	
2018	18000235	07/12/2017	\$ 3,600.00	
2018	18001417	08/07/2017	\$ 3,200.00	
2018	18002022	08/16/2017	\$ 3,200.00	
2018	18003496	09/20/2017	\$ 3,600.00	
2018	18004285	10/05/2017	\$ 3,200.00	
2018	18006058	11/22/2017	\$ 3,200.00	
2018	18006963	12/18/2017	\$ 4,050.00	
2018	18007715	01/10/2018	\$ 3,600.00	
2018	18009123	02/14/2018	\$ 4,050.00	
2018	18010099	03/09/2018	\$ 3,150.00	
2018	18011182	04/06/2018	\$ 4,050.00	
2018	18012743	05/09/2018	\$ 4,050.00	
2018	18014075	06/13/2018	\$ 4,050.00	
			\$ 47,000.00	
2019	19000415	07/16/2018	\$ 3,600.00	
2019	19001926	08/14/2018	\$ 2,250.00	
2019	19003302	09/10/2018	\$ 2,700.00	
2019	19005041	10/15/2018	\$ 3,600.00	
2019	19006638	11/14/2018	\$ 4,050.00	
2019	19007803	12/11/2018	\$ 3,600.00	
2019	19008932	01/10/2019	\$ 4,050.00	
2019	19012491	04/01/2019	\$ 7,650.00	
2019	19013711	04/24/2019	\$ 2,700.00	
2019	19014540	05/10/2019	\$ 4,050.00	
2019	19016451	06/25/2019	\$ 3,150.00	
			\$ 41,400.00	
2020	20000543	07/15/2019	\$ 3,150.00	

Item # *60-20 (Ref. # 119-13) Consent Calendar

First Amendment to the Memorandum of Understanding (MOU) and License Agreement with Sacred Heart University, Inc. from August 2014.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: MAY 17, 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.

RECEIVED
CITY CLERKS OFFICE
21 JUN -8 AM 9:28
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *60-20 (Ref. #119-13) Consent Calendar

NOW, THEREFORE, BE IT RESOLVED that the Mayor or the Director of Public Facilities is authorized and empowered to finalize and execute the attached proposed First Amendment to the Memorandum of Understanding and License Agreement (“Agreement”) Between Sacred Heart University, Inc. (“SHU”) and the City of Bridgeport (“City”), Connecticut and its Board of Parks Commissioners (“Board”) entered into on or about August 2014 materially and in final form satisfactory to the Director of Public Facilities and the City Attorney.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz, Sr., D-131st

Michael A. DeFilippo, D-133rd

Alfredo Castillo, D-136th

Samia S. Suliman, D-138th

Ernest E. Newton II, D-139th

City Council Date: May 17, 2021

FIRST AMENDMENT

MEMORANDUM OF UNDERSTANDING and LICENSE AGREEMENT

BETWEEN

**SACRED HEART UNIVERSITY, INC. AND
THE CITY OF BRIDGEPORT, CONNECTICUT**

AND ITS

BOARD OF PARKS COMMISSIONERS

("Agreement")

The Agreement entered between the parties entered on or about August 2014
is hereby amended as follows:

AMEND Section 3. SHU Contribution to Improvements.

By adding at the conclusion:

SHU is authorized and permitted to construct and/or install, at its sole cost and expense, a scoreboard on, or at, the Diamond of a design and form consistent with the site and as approved by the City's Director of Public Facilities in the exercise of his business judgment and reasonable discretion. Any other provision(s) of this Agreement as amended notwithstanding, SHU shall be responsible for any and all costs and expenses associated with the operation, maintenance and repair of such scoreboard, including but not limited to the provision and consumption of electricity and other utility services, which shall be billed directly to, and paid by, SHU.

NEW Section 9. Liability and Insurance.

- (a) SHU shall be responsible for any and all claims and lawsuits arising from, or related to, its construction, maintenance, repair and/or use of the Diamond; and shall indemnify and hold the City harmless from any such claims and lawsuits; and provide reasonable insurance coverage and shall name the City and its Board of Parks Commissioners as additional insured by certificate and policy endorsement to the extent of its obligations under this Agreement and provide proof thereof.

- (b) City shall be responsible for any other claims; and is self-insured for such purposes.

This Agreement has been drafted mutually by the parties and shall not be construed as against either party as having been the sole or principal drafter hereof.

This Agreement requires approval of the City Council and the Board of Parks Commissioners; and shall become effective upon delivery of a fully-executed original to SHU.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the _____ day of _____, 2021.

CITY OF BRIDGEPORT

By: _____
Name: Joseph P. Ganim
Title: Mayor
Duly Authorized

SACRED HEART UNIVERSITY

By: _____
Name:
Title: President
Duly Authorized

BOARD OF PARKS COMMISSIONERS

By: _____
Name:
Title: President
Duly Authorized



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. *58-20 Consent Calendar

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

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

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

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

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

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

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

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



City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. *58-20 Consent Calendar

-2-

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

NOW, THEREFORE, BE IT:

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

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

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

*City Council Date: May 17, 2021 (Tabled by full Council item erroneously placed on agenda)
City Council Date: June 7, 2021*

GROUND LEASE

by and between

CITY OF BRIDGEPORT

and

FIFTH STATE DISTILLERY

Relating to Lease of

Portions of 80 Hastings Street, Bridgeport

Dated as of April __, 2021

LEASE

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

RECITALS:

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

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

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

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

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

ARTICLES

ARTICLE 1

DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

GRANT OF LEASE

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

Section 2.2. "AS IS" Lease.

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

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

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

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

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

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

Section 2.4. [Intentionally Omitted].

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

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

ARTICLE 3

TERM, TERMINATION and POSSESSION

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

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

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

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

ARTICLE 4

RENT

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

ARTICLE 5

TYPE OF DEMISE

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

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

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

ARTICLE 6

USE AND MAINTENANCE OF LEASED PARCEL

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

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

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

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

ARTICLE 7

QUIET ENJOYMENT

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

ARTICLE 8

RELATIONSHIP OF THE PARTIES

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

ARTICLE 9

TENANT INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

General requirements. All policies shall include the following provisions:

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

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

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

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

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

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

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

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

ARTICLE 10

CONDEMNATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11

DEFAULT BY TENANT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12

SURRENDER

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

ARTICLE 13

HOLDOVER

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

ARTICLE 14

NO LANDLORD LIABILITY

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

ARTICLE 15

RIGHT OF ENTRY

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

ARTICLE 16

SUBORDINATION, ATTORNMENT AND ESTOPPEL

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

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

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

ARTICLE 17

NOTICES

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

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

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

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

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

With copy to: _____

ARTICLE 18

WAIVER

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

ARTICLE 19

PAYMENTS UNDER PROTEST

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

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

ARTICLE 20

ENTIRE AGREEMENT: NO ORAL MODIFICATION

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

ARTICLE 21

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

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

ARTICLE 22

CONSTRUCTION OF LEASE

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

ARTICLE 23

CAPTIONS AND TABLE OF CONTENTS

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

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

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

ARTICLE 24

DISPUTE RESOLUTION

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

ARTICLE 25

NO MERGER

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

ARTICLE 26

COUNTERPARTS

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

ARTICLE 27

NON-DISCRIMINATION

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

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

ARTICLE 28

RESTRICTIONS AND EASEMENTS

Section 28.1. Restrictions.

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

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

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

[INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered
in the presence of:

LANDLORD:

CITY OF BRIDGEPORT

Witness

By: _____

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

Witness

TENANT:

**SOUTHAMPTON PARTNERS LLC dba
FIFTH STATE DISTILLERY**

Witness

By: _____

Name: Bridget Schulten
Title: Managing Member
Duly-authorized

Witness

SCHEDULE A
DESCRIPTION OF LEASED PARCEL



Exhibit 1

Council Resolution

Exhibit 2

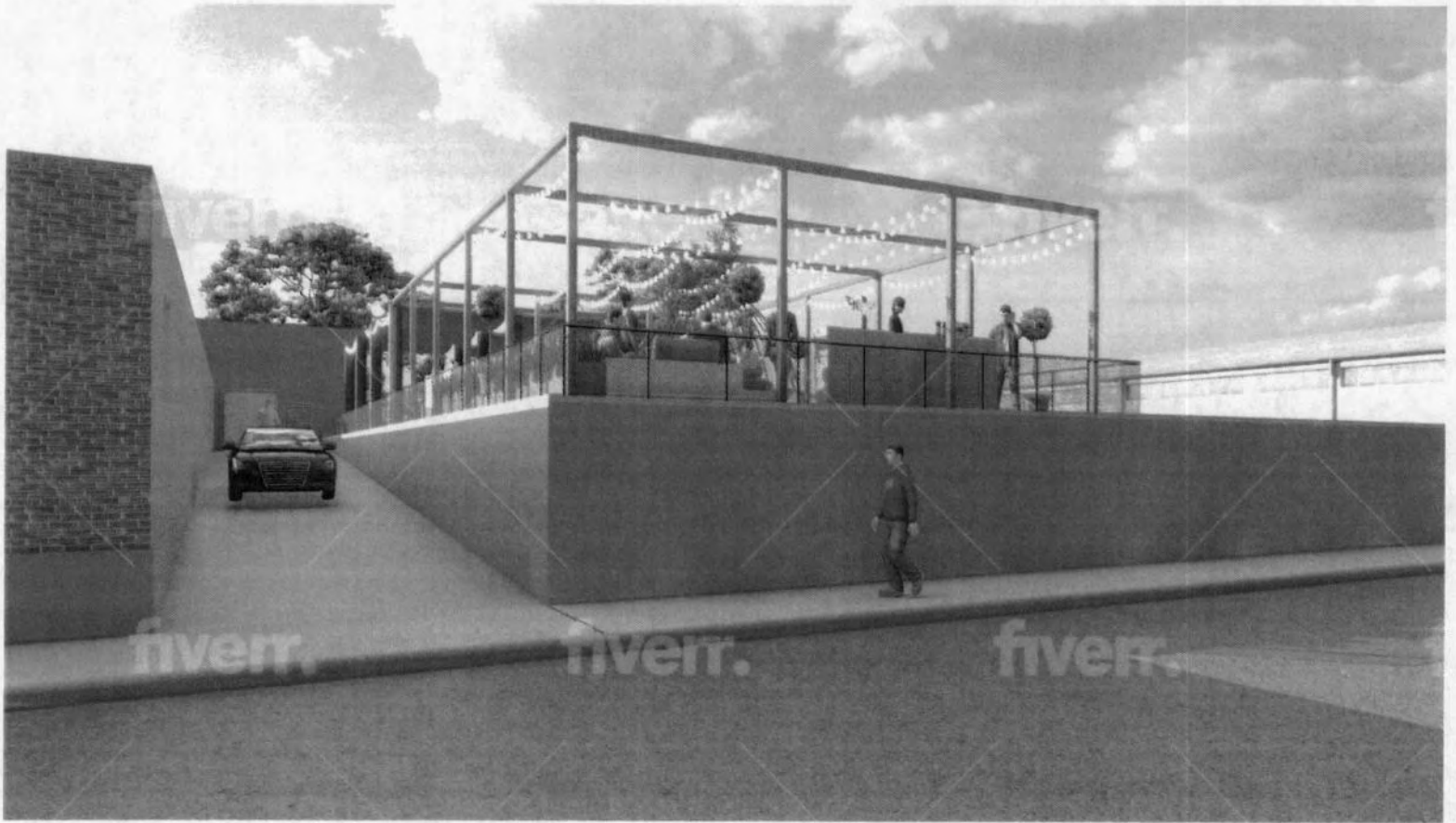
Initial Improvements

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

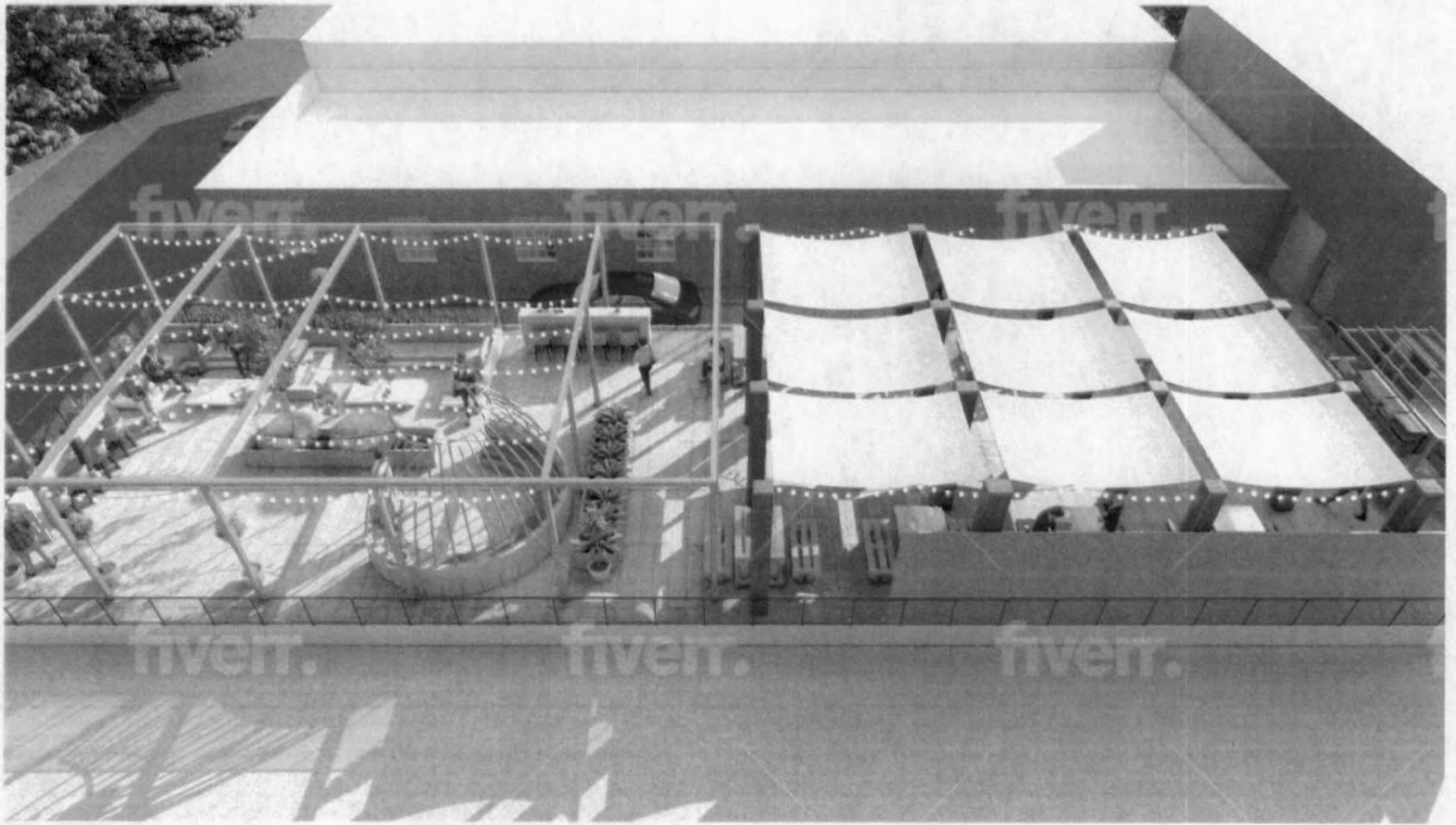
Exhibit 3

The Project





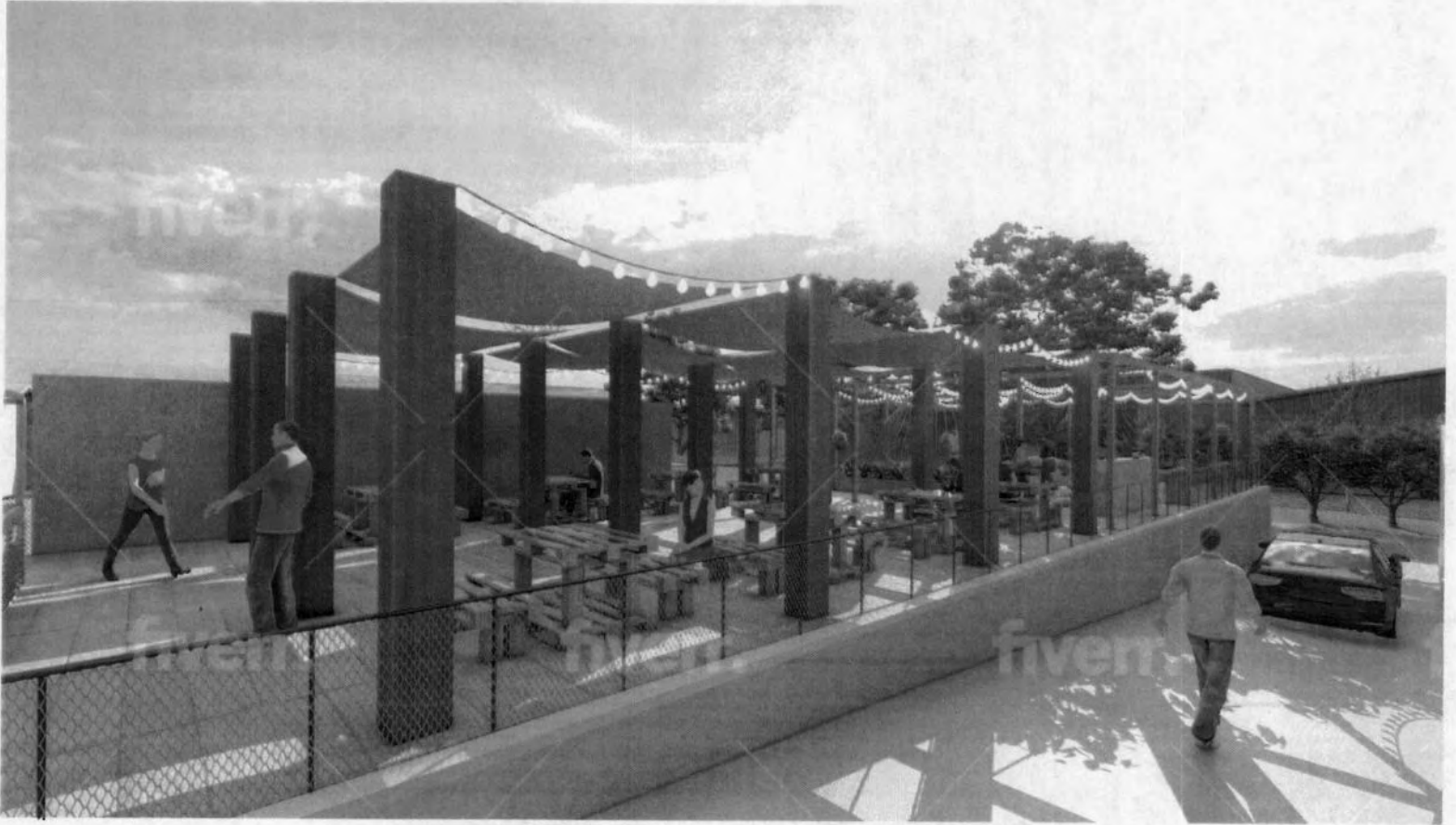














City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 42-20

**A Resolution by the Bridgeport City Council
Regarding the
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)
Port Security Grant Program
(#21388, #21389, #21390, #21392, #21393)**

WHEREAS, the **Department of Homeland Security Federal Emergency Management Agency** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program**; and

WHEREAS, funds under this grant will be used to support the security of the Port of Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **FEMA** to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport.

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 **Department of Homeland Security Federal Emergency Management Agency** for the purpose of its **Port Security Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with **Department of Homeland Security Federal Emergency Management Agency** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

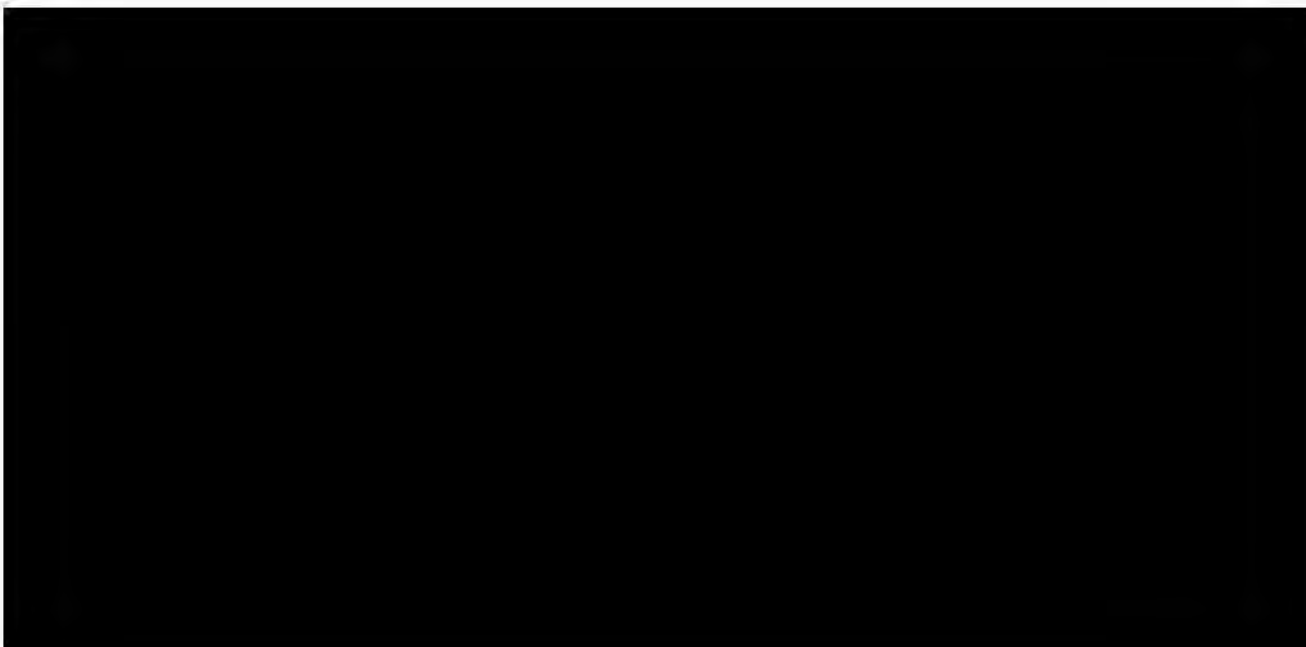


City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 42-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION



City Council Date: May 17, 2021 (Tabled & Ref'd Back to Committee)

Item. #46-20

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.



**Report
of
Joint Committee
on**

**Economic Community and Redevelopment and
Environment & Contracts**

**City Council Meeting Date: May 3, 2021 (DENIED
FROM THE FLOOR); May 17, 2021 (from the floor
Motion to Rescind and/or Repeal the action taken**

Attest: on May 3, 2021,
Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Clerk's Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
21 JUN -8 AM 9:28
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. 46-20

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

-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-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: May 3, 2021 (Denied from the floor)

City Council Date: May 17, 2021 (Motion to Rescind and/or Repeal the action taken at the City Council's May 3, 2021) Item was approved as amended on May 17, 2021.

As Amended from the floor on May 17, 2021

The form of Lease before the Council should be amended as follows:

“Schedule A-2 (the legal description of the Demised Premises) and Exhibit 3 (the preliminary Site Plan) shall be revised to state that the legal description of the Demised Premises and its location on the Site Plan shall show the Demised Premises (the sign location) to be as far east as possible along South Frontage Road on the BHA Lot without violating the Connecticut Department of Transportation's sign distance requirements.”

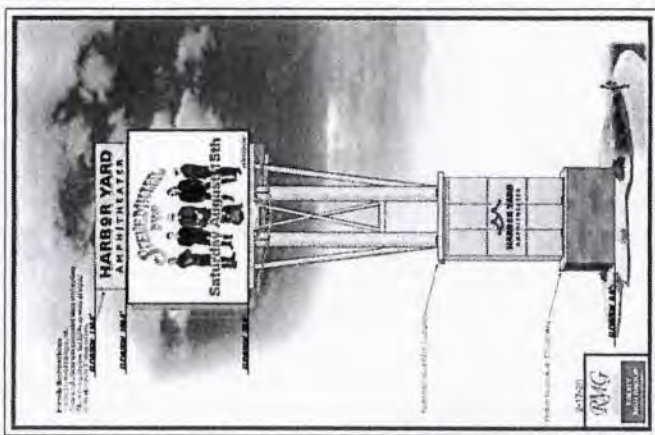
RECEIVED
CITY CLERKS OFFICE
21 MAY 18 PM 1:17
ATTEST
CITY CLERK _____

Ortiz, Frances

From: Gaudett, Thomas
Sent: Tuesday, May 18, 2021 12:49 PM
To: Ortiz, Frances
Subject: FW: Amphitheater
Attachments: OPED--Amphitheater Billboard--Lease Amendment re Location--May 17 21 (RJP).docx

From: Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>
Sent: Monday, May 17, 2021 5:18 PM
To: Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>
Subject: Amphitheater

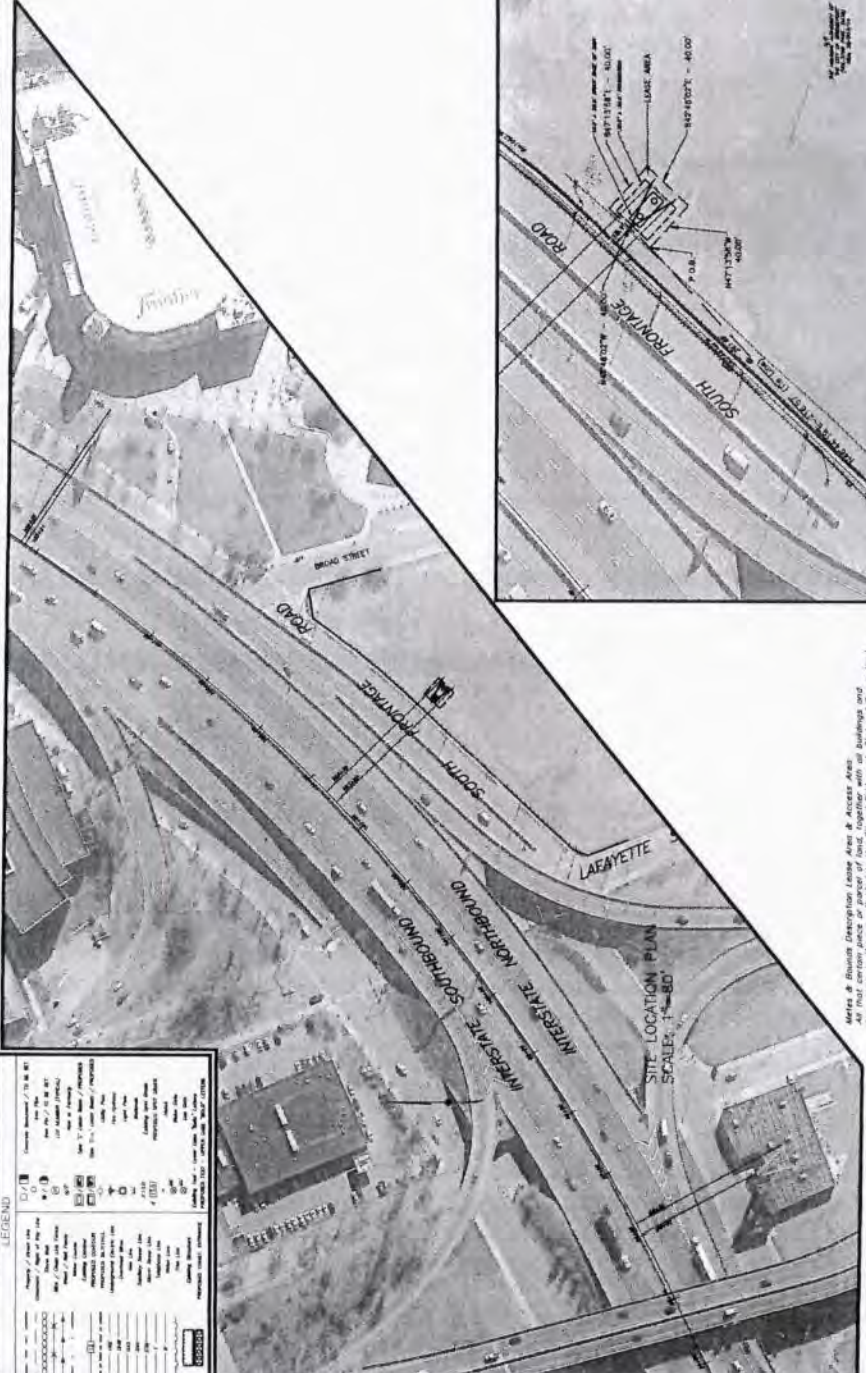
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21 MAY 18 PM 1:09
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IMPROVEMENT LOCATION SURVEY - PROPOSED
 OUTFRONT MEDIA
 SOUTH FRONTAGE ROAD
 BRIDGEPORT, CONNECTICUT

**GODFREY & HOFFMAN
 HODGE, LLC**

DATE: 11/20/11
 SCALE: 1"=40'
 SHEET NO. 1 OF 1



Notes:

1. ALL EXISTING AND PROPOSED IMPROVEMENTS ARE SHOWN AS SHOWN.
2. ALL EXISTING AND PROPOSED IMPROVEMENTS ARE SHOWN AS SHOWN.
3. ALL EXISTING AND PROPOSED IMPROVEMENTS ARE SHOWN AS SHOWN.
4. ALL EXISTING AND PROPOSED IMPROVEMENTS ARE SHOWN AS SHOWN.
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9. ALL EXISTING AND PROPOSED IMPROVEMENTS ARE SHOWN AS SHOWN.
10. ALL EXISTING AND PROPOSED IMPROVEMENTS ARE SHOWN AS SHOWN.

LEGEND

Symbol	Description
...	...

DATE: 11/20/11
 SCALE: 1"=40'
 SHEET NO. 1 OF 1

GROUND LEASE

by and between

THE CITY OF BRIDGEPORT

and

HARBOR YARD AMPHITHEATER, LLC

Dated as of _____, 2021

ATTEST
CITY CLERK

RECEIVED
CITY CLERKS OFFICE
21 APR 26 AM 11:49

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ARTICLE 2 GRANT OF LEASE.....	
ARTICLE 3 TERM	
ARTICLE 4 RENT	
ARTICLE 5 TYPE OF DEMISE; PURCHASE OPTION	
ARTICLE 6 USE AND MAINTENANCE OF DEMISED PREMISES	
ARTICLE 7 QUIET ENJOYMENT	
ARTICLE 8 REPRESENTATIONS AND WARRANTIES	
ARTICLE 9 REVIEW BY LANDLORD AND SUBSEQUENT CONSTRUCTION OF BP LEASE IMPROVEMENTS	
ARTICLE 10 LEASEHOLD FINANCING.....	
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ARTICLE 12 CONDEMNATION	
ARTICLE 13 PAYMENT OF TAXES.....	
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ARTICLE 18 RIGHT OF ENTRY	
ARTICLE 19 SUBORDINATION, ATTORNMENT AND ESTOPPEL.....	
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ARTICLE 21 MISCELLANEOUS	

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 ~~Ten~~ Thousand (\$~~510,000.00~~) ("**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 \$512,500.00

Second Renewal Term: The base annual rent shall increase to \$515,000.00

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 mortgage, 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, southwesterly, 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 southwesterly 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**

Exhibit 1

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. ATTORNNMENT. 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**

Exhibit 4

Commencement Date Letter

[to be added]

From the floor

MEETING DATE: **May 17, 2021**

NO. 46-20

COMMITTEE: Joint Committee on ECDE & Contracts

REFERRED TO COMM.:

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

MOTION BY: _____

2ND BY: _____

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM. X

REMARKS: Vote#3 Roll Call Vote to Rescind Vote (see roll call vote below) Vote# 4 motion by Scott Burns and seconded by E. Newton (amendments) Vote # 5 final vote to approve item as amended S. Burns Denese Taylor-Moye the following were opposed to Vote# 5 AmyMarie Vizzo-Paniccia, M. DeFilippo, Michelle Lyons and Maria Pareira)

Vote#3	YES	NO
Scott Burns	X	
Matthew McCarthy	X	
Jorge Cruz, Sr.	X	
Denese Taylor-Moye	X	
Marcus Brown	X	
M. Evette Brantley	X	
Michael DeFilippo		X
Jeanette Herron	X	
Michelle A. Lyons		X
AmyMarie Vizzo-Paniccia		X
Mary A. McBride-Lee	X	
Rosalina Roman-Christy	X	
Avelino D. Silva	X	
Alfredo Castillo	X	
Aidee Nieves	X	
Maria I. Valle	X	
Maria H. Pereira		X
Samia S. Suliman	X	
Eneida L. Martinez		X
Ernest E. Newton, II.	X	

RECEIVED
 CITY CLERKS OFFICE
 21 MAY 18 PM 12:19
 ATTEST
 CITY CLERK

Vote passed with 15 in favor to rescind and 5 not in favor



DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER

999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

JOSEPH P. GANIM

Mayor
May 17, 2021

KENNETH A. FLATTO
Finance Director/CFO

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

Re: Resolution for Referral to Budget and Appropriations Committee
= The 2021 American Rescue Plan Act grant for the City of Bridgeport

Attached please find a Resolution, as introduced by Councilman Burns to the City Council for referral, to accept and manage federal American Rescue Plan Act (ARP) grants and aid approved by Congress and signed by the President in March 2021. The ARP allocates grant funding to the City for eligible uses and reimbursements as defined under the law with regard to COVID-19 emergency and related economic impacts incurred by the City and the community.

This request is being submitted based upon funding amounts designated within the ARP as summarized below. The US Treasury will require that the City and Finance Department account for and certify that grant funds are used for eligible purposes over four years.

This ARP grant is new federal stimulus grant funding, The significant new funding is in addition to the FEMA and CARES/CRF grant programs previously authorized through City Council resolutions. This new municipal funding is based upon factors including municipal population, community employment levels, and community block grant criteria. Bridgeport will receive the first significant allocation of this federal funding from the federal government by the end of May to total approximately \$38 million.

ARP funding approved by Congress for Bridgeport totals approximately \$110 million to be received over two years. The funds will be distributed and received as follows:

- Direct ARP stimulus aid from the US Treasury Department: \$82 million (FY22 to FY24)
 - Stimulus aid pass through the State of CT from US Treasury: \$28 million (FY22 to FY24).
- All expenditures must be incurred and expended by December 2024.

We respectfully request that this Resolution package be referred to Budget and Appropriations Committee to approve the funding from this historically important federal ARP stimulus program.

Thank you,

Kenneth Flatto
Director of Finance

Cc: Mayor, Councilmen Burns, Central Grants, OPM

RECEIVED
CITY CLERKS OFFICE
21 MAY 18 AM 10:47
ATTEST
CITY CLERK

May 17, 2021

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

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Thank you,

Kenneth Flatto
Director of Finance

Cc: Mayor, Councilmen Burns, Central Grants, OPM

Resolution by the Bridgeport City Council
regarding the American Rescue Plan Act (ARP) and Grant

WHEREAS the U.S federal government is authorized to extend financial assistance to municipalities and states in the form of grants and aid; and

WHEREAS this American Rescue Plan Act (ARP) grant funding is made possible through an Act of Congress signed into law on March 11, 2021; and

WHEREAS the purpose of this federal Act and ARP grant program is to assist governments and communities and citizens responding to and recovering from the public health COVID-19 pandemic emergency originally declared by the President in March 2020; and

WHEREAS the City of Bridgeport will receive approximately \$82 million from the ARP grant aid directly from the US Treasury and approximately \$28 million in aid passed through from the State of Connecticut to the City as a share of Fairfield County aid allocated by the ARP; and

WHEREAS it is desirable and in the public interest that the City of Bridgeport submit certifications and other information to the United States Department of Treasury and the State of Connecticut in order to receive reimbursement of any and all eligible costs incurred and/or revenues lost by the City and City departments that are considered ARP eligible and activities and COVID-19 pandemic related activities incurred and expended as authorized by the ARP through 2024;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL that it is cognizant of the City's expected receipt of funds pursuant to the American Rescue Plan Act (ARP) as approved by the US Congress and the signed into law by the President on March 11, 2021, as administered through the United States Department of Treasury and the State of Connecticut, for the purpose of providing federal aid and reimbursing all municipal activities, expenditures, and revenues eligible under ARP due to the COVID-19 public emergency pandemic (see Exhibit A); and

BE IT FURTHER RESOLVED that the City Council hereby authorizes, directs and empowers the City to accept all such American Rescue Plan Act (ARP) grant funds and further authorizes, directs and empowers the Mayor and the Director of Finance to execute any and all financial grant documents and the Director of OPM to establish appropriate grant special revenue accounts as may be necessary to administer this ARP grant funding and further authorizes, directs and empowers the Mayor and Department City Officials to expend such grant funds in a manner according to the ARP eligible activities criteria as promulgated by the United States Department of Treasury and the State of Connecticut and through any Council adopted budgetary revenues relating to the ARP, and authorizes, directs and empowers the Mayor or the Director of Finance to execute and file all required federal or state certifications, reports, and other documentation required by the US Department of Treasury or the State of Connecticut Office of Policy and Management pursuant to the American Rescue Plan Act (ARP).



GRANT SUMMARY EXHIBIT

PROJECT TITLE: **United States American Rescue Plan Act (ARP) Grant**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Finance Department**

CONTACT NAME: **Kenneth Flatto**

PHONE NUMBER: **203-576-8010**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is awarded grant funds under the federal American Rescue Plan Act of 2021 (ARP) as passed by Congress and signed into law by the President on March 11, 2021. The ARP provides funding to all municipalities and states for various COVID-19 related reimbursement of all eligible costs and new costs incurred as a result of the economic consequences of COVID incurred between March 2020 and December 2024. The ARP funding will be received by the City between May 2021 and December 2022. The Act authorizes expenditures to be made between 2021 and 2024 and revenues to be reimbursed. The ARP grant program provides funds to assist governments and communities in responding to and recovering from the COVID-19 public emergency.

Eligible measures taken to respond to the COVID-19 emergency and eligible costs incurred by municipalities that relate to the ARP shall be defined based upon final guidelines promulgated by the US Department of Treasury. The ARP legislation defined eligible expenses to include: budgetary reimbursement relating to lost revenues and certain expenses, eligible capital technology, sewer and other capital improvements limited under the Act, expenditures incurred by the municipality in response to the negative economic consequences of COVID-19 as it relates to both the City and the community.

The ARP reimburses 100% of such eligible revenues and such eligible expenditures incurred and expended between 2021 and 2024, subject to certifications submitted by the City. The City expects to receive a total of approximately \$40 million before June 30, 2021 and \$70 million between FY2022 and FY2024, for a total of \$110 million.

GRANT PERIOD: 03/11/21 – 12/31/2024

Federal:	\$ 110,000,000 (100% of all eligible incurred costs)
State:	\$
City:	\$
Other:	\$

Exhibit A – Sources and Eligible Uses of American Rescue Plan Act Funds

First tranche ARA funds being received by June 2021:	\$41.3 million
Second tranche ARA funds being received by end of 2022:	\$41.3 million

(additional funds for share of Fairfield County aid will be passed through State of CT)

Funding Uses Eligible under the American Rescue Plan Act (ARP):

Budgetary relief stabilization

- Replace lost revenues general budget
- Reimbursement for public health and safety covid-19 related costs

Capital investment and development needs:

- Broadband, cyber security tech needs
- Sewer/WPCA capital work CSO and plant design
- Storm water protection and remediation
- Requirements for space utilization needed for city Health facilities
- Capital costs to improve city building air quality to meet pandemic needs
- Homeowner repairs for weatherization, or lead paint/pipe remediation

Eligible programs possible for BPT citizenry and community to alleviate the negative economic impacts from covid 19:

- Aid for mental health or domestic abuse programs during covid
- After school and summer youth programs
- Assistance toward program/job training, re-entry, or homeless
- Aid for job creation programs for unemployed
- Small businesses assistance relief
- Affordable housing development
- Social welfare/health home visitation and education programs assisting families with young children, pregnant parents, and/or child welfare needs
- Public safety crisis response needs due to covid-19

From the floor

MEETING DATE: **May 17, 2021**

NO. 76-20

COMMITTEE:

REFERRED TO COMM.: Budget Committee

SUBJECT: Grant Submission re: U.S. American Rescue Plan Act (ARP) Grant.

MOTION BY: S. Burns

2ND BY: AmyMarie Vizzo-Paniccia

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM. X

REMARKS: Motion to suspend rules to add to agenda for referral S. Burns E. Newton

	YES	NO
Scott Burns		
Matthew McCarthy		
Jorge Cruz, Sr.		
Denese Taylor-Moye		
Marcus Brown		
M. Evette Brantley		
Michael DeFilippo		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Avelino D. Silva		
Alfredo Castillo		
Aidee Nieves		
Maria I. Valle		
Maria H. Pereira		Opposed
Samia S. Suliman		
Eneida L. Martinez		
Ernest E. Newton, II.		

RECEIVED
 CITY CLERKS OFFICE
 21 MAY 18 PM 12:19
 ATTEST
 CITY CLERK