

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, JUNE 7, 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**

ADDED:

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

Request to Order a Public Hearing for June 15, 2021 at 6:00 p.m. re: Resolution concerning the 2021 American Rescue Plan Act (ARP) Grant for the City of Bridgeport (Ref. #76-20).

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***76-20**

Budget and Appropriations Committee Report re: Resolution regarding the 2021 American Rescue Plan Act (ARP) Grant for the City of Bridgeport.

(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; 2021-06-07 pdf)

AGENDA

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Dial-In Number: (929) 436-2866

Meeting ID: 381 083 245

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 19, 2021

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 77-20** Communication from OPED re: Proposed Resolution Accepting Gift of Grant-Funded Bicycle Racks from Metropolitan Council of Governments (MetroCOG), referred to Economic Community Development and Environment Committee.
- 78-20** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Louis Cafora, Administrator of the Estate of Frederick Cafora, referred to Miscellaneous Matters Committee.
- 80-20** Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division Project Longevity Grant (#22351), referred to Public Safety and Transportation Committee.

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

- 79-20** Resolution presented by Council Member(s) Newton & Martinez and Co-sponsor Herron re: Proposed resolution holding Police Financially Accountable in Brutality Settlements, referred to Miscellaneous Matters Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *59-20** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of Three (3) City-Owned Properties.
- *66-20** Economic and Community Development and Environment Committee Report re: Resolution Approving Programs for the Connecticut Neighborhood Assistance Act Tax Credit Program.

MATTERS TO BE ACTED UPON:

- 34-20** Public Safety and Transportation Committee Report re: Resolution for an Honorary Naming of the Paper Street traversing the parking lot of the House of God Community Church on Stratford Avenue be designated as "Bishop Ronnie Brayboy Way".
- 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).
- 45-20** Public Safety and Transportation Committee Report re: Resolution to conduct an Informational Meeting with the Police Chief, Fire Chief and Emergency Management Director regarding use of Fire Police Volunteers.
- 71-20** Public Safety and Transportation Committee Report re: Installation of a Streetlight on Utility Pole #6365 located at 1259 Kossuth Street.
- 68-20** Education and Social Services Committee Report re: Grant Submission: Connecticut Department of Education AccelerateCT Summer Program Innovation Grant Program (#21681), **DENIED**.

UNFINISHED BUSINESS:

- 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.

(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; 2021-06-07 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 7, 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
Maria Pereira 206 Bradley Street Bridgeport, CT 06610	Fifth State Distillery Lease and conduct of City Council President, etc.
Michele Smalls 10 Mencil Circle Bridgeport, CT 06610	Fifth State Distillery lease, etc.
Helen Olga Losak 306 Bradley Street Bridgeport, CT 06610	80 Hastings Street outdoor patio lease and conduct of Fifth State Distillery owner.
Adriana Aristy 73 Pennsylvania Avenue Bridgeport, CT 06610	Conduct of Fifth State Distillery owner, etc.
Jessica Ortiz-Michaca 98 Emerald Street Bridgeport, CT 06610	Conduct of City Council in purposefully denying residents of the 138 th district to be heard at a duly noticed public hearing, etc.
Carmen Ramos 50 Goddard Avenue Bridgeport, CT 06610	Fifth State Distillery and threatening behavior of owner, etc.
Andre Whaley 181 Wessels Avenue Bridgeport, CT 06610	Fifth State Distillery lease, etc.
Robin Avant 111 Hastings Street Bridgeport, CT 06610	Fifth State Distillery (Hastings Street).
Latoya Johnson Left Hearts Inc. 3 Edwin Street Bridgeport, CT 06607	Dirt Bike Ordinance and task force that was set up and space needed for children to ride instead of streets.
Daniel Vadi 38 Cogswell Street Bridgeport, CT 06610	Fifth State Distillery and conduct of City Council.

CITY COUNCIL MEETING

PUBLIC SPEAKING FORUM

MONDAY, JUNE 7, 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 6:34 p.m.

ROLL CALL

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

RECEIVED
 CITY CLERKS OFFICE
 21 JUN 15 AM 10:59
 ATTEST
 CITY CLERK

A quorum was present.

Any name in italics failed to respond during the roll call. City Clerk Martinez said that Council Member Vizzo-Paniccia was not able to attend. Council Member Lyons said that Council Member DeFilippo was at a family event.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 7, 2021 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE.

NAME

SUBJECT

Maria Pereira
 206 Bradley Street
 Bridgeport, CT 06610

Fifth State Distillery Lease and conduct of
 City Council President, etc.

Council Member Pereira read the following statement into the record:

City of Bridgeport
 City Council
 Regular Meeting
 June 7, 2021

Good evening,

I wanted to address the egregious behavior specifically demonstrated by City Council President Nieves, Marcus Brown & Matt McCarthy related to the regular meeting of May 17th.

Although Nieves recognized Councilman McCarthy under the pretense of a “personal point of privilege”; it was all an orchestrated plot to allow Councilman McCarthy the floor to ultimately table the public hearing on the Fifth State Distillery which SOLELY impacts the 138th district and my constituents and does not impact the 130th district nor any other district.

There were 23 of my constituents, including two of my constituents with cancer undergoing radiation and chemotherapy, on that call to testify at a Public Hearing that was duly noticed in both the CT Post under “legal notices” and on the City Council homepage.

The next morning I contacted the City Clerk’s office and was told both Nieves & Brown had jointly contacted the office the previous afternoon to state that the item should not have been placed on the agenda because the property had been acquired via foreclosure. When I specifically asked the Deputy City Clerk how long the City Council had been holding these public hearings on properties acquired thru foreclosure; she replied, “the entire 18 years I have been here.”

One must ask, why those elected to SERVE the residents of Bridgeport would do everything in their power to block those very same people from being heard. Why are they so frightened to hear from Bridgeport residents & taxpayers? Democracy and democratic principles are under attack in this country by republicans, except of course here in Bridgeport where democrats can equally be counted on to decimate democracy.

I and eleven of my constituents were being interviewed by Frank Recchia from News 12 while standing on a public sidewalk when owner Robert Schulten came up from behind accelerating his large pick-up truck at us while leaning on his horn as if he was possessed by the devil. He then slammed on his brakes within inches of three of my constituents. We literally feared he was going to hit us with his vehicle. We agreed a police report should be filed as it was clear Mr. Schulten was attempting to threaten, harass and intimidate us.

We have spent hours speaking with the residents and homeowners on the streets bordering Fifth State Distillery, and all but two residents are opposed to this lease that would create a 3000 square foot outdoor patio with live entertainment four days a week for a paltry \$4,500 in rent ANNUALLY.

If your constituents wanted to testify at a legally noticed Public Hearing would you vote to prohibit them from doing so?

If an out-of-town business owner accelerated his pick-up truck from behind at your constituents would you find it acceptable?

Do you think Mr. Schulten would have EVER done the same to his predominantly white neighbors in Southport where he resides?

I think we all know the answer to those questions.

Southport resident Mr. Schulten, who has not created a single Bridgeport job and received massive real estate & personal property tax breaks over the last 5 years will not be allowed to have his 3000 square foot outdoor patio while disrupting the quality of life of the residents and homeowners in a neighborhood I represent. Period.

Michele Smalls
10 Mencil Circle
Bridgeport, CT 06610

Fifth State Distillery lease, etc.

Ms. Smalls said that she was a homeowner that resides in the 138th District. She said that she has lived on Mencil Circle for 19 years and would love to get a break on her taxes. She said that taxpayers would be paying for the 3,000 square foot patio, new fences, and new sidewalks. It sounds fishy to hear the only thing that the residents will get is \$4,500 in rent from April until November and headaches for the neighborhood.

Helen Olga Losak
306 Bradley Street
Bridgeport, CT 06610

80 Hastings Street outdoor patio lease and
conduct of Fifth State Distillery owner.

Ms. Losak said that she was a homeowner on Bradley Street in the 136th District and has lived there for over 50 years. Her annual taxes are \$8,000. She is opposed to the Fifth State Distillery 3,000-foot patio for the following reasons: there is not sufficient parking and patrons and employees would be parking on the nearby streets. She listed the various nearby streets.

Ms. Losak said that the distillery wanted live DJs, bands and performers four days a week. The neighbors will have to listen to all the loud music rather than enjoying the peace and quiet of their home. There is no benefit to the taxpayers, it will only hurt the quality of their life. The distillery has been in business since 2016 and had not created any jobs for Bridgeport residents. They have gotten numerous personal property and real estate tax breaks. [Inaudible]

She stated that it was likely the patrons will become highly intoxicated and drive around. They would present a danger to the children and the senior residents.

She spoke about a recent incident on May 8th where the owner gunned his truck at a group of residents standing on the sidewalk in a very threatening manner. He came within inches of hitting three homeowners who were apart of the peaceful protest. Mr. Schulten blew his horn and asked the residents to get off the sidewalk. The protestors were not blocking the sidewalk. They all agreed that they needed to file a police report, which Council Member Pereira filed.

This is going to upset the quality of life in the neighborhood and there are shootings when people are highly intoxicated. It is unacceptable in the neighborhood. She encouraged everyone to oppose the lease because it is not good for the neighborhood.

Adriana Aristy
73 Pennsylvania Avenue
Bridgeport, CT 06610

Conduct of Fifth State Distillery owner, etc.

Ms. Aristy of Pennsylvania Avenue in the 138th District said that she had lived in Bridgeport for 16 years and pays over \$6,300 in taxes. She lives within 200 feet of the distillery. The patio will be too much for the area because people will be drinking and making noise. This will disturb the peace and quiet they have in the neighborhood. It has no benefit for the neighbors, just for the owner, who does not live in Bridgeport and it does not create any jobs for Bridgeport people. She said that she was sure that the neighbors where he lives would not want a patio for people to be drinking and being loud and making noise. She and her neighbors don't want that in their neighborhood. She said she was asking the Planning and Zoning Commission to oppose this to protect their neighborhoods. She thanked the Council Members for listening.

Jessica Ortiz-Michaca
98 Emerald Street
Bridgeport, CT 06610

Conduct of City Council in purposefully denying residents of the 138th district to be heard at a duly noticed public hearing, etc.

Ms. Michaca said that she lives at Emerald Street, and as a former treasurer, secretary and volunteer for Park City Little League, this was very concerning. When baseball season started, they encountered many problems with the parking. They had to park on the sidewalks. It was dangerous. The parking on Asylum Street was very bad and there have been a number of near misses along that street. They had to have police officers drive by to ensure the safety of their families. Bringing a distillery with an outdoor venue is putting a strain on the situation. She said that they were concerned about drunk drivers hitting the children riding bikes. She asked how their quality of life would change.

After hearing about so many changes coming to Bridgeport, all she sees is how it is impacting the children. There is less progress and more problems. Knowing that the owners of the distillery are from another town, Bridgeport will have to pick up the bill once again. This puts an additional strain on the taxpayers. She asked if the owners would be responsible for [inaudible]

When is enough, enough? When do people who do not reside in Bridgeport stop riding on the backs of the taxpayers? When will the City Council Members take responsibility for these decisions? During her previous calls into these meetings, she was flabbergasted and disgusted with the conversations that took place after these hearings. [Inaudible] Also, the lack of respect for each other as City Council Members is unheard of in other towns and is an embarrassment. You should all take accountability of how you handle the decisions that impact the City, the taxpayers and the kids. She thanked the Council for their time.

Carmen Ramos
50 Goddard Avenue
Bridgeport, CT 06610

Fifth State Distillery and threatening
behavior of owner, etc.

Ms. Ramos said that she was a homeowner and lived in the house for over 23 years. She said she was the Energy Director for ABCD for over 23 years. She said that when they were meeting with Frank Recchia from Channel 12 News on the sidewalk, Mr. Robert drove around the corner quickly towards the group on the sidewalk in a very threatening manner while blowing his horn. She is very concerned about the children riding bikes in her neighborhood and how their lives will change if this patio is allowed. She lives next to someone who blasts the music already and can't imagine living close to this patio. There is no control over those who drive drunk. She wondered what would happen if Mr. Robert treated the people in his area the way he treated their group. There was no respect for the group and their safety was at risk. Normally she would not speak out, but in this case, she is totally opposed to the project. Thank you.

Andre Whaley
181 Wessels Avenue
Bridgeport, CT 06610

Fifth State Distillery lease, etc.

Mr. Whaley of Wessels Avenue said that he was opposed to the outdoor patio. It is the wrong fit. He said that he was there when the owner accelerated his vehicle at the group on the sidewalk. He said that he feared for his life. The owner confronted Mr. Recchia about the issue and was acting irately. He asked why the City would allow people from out of town to act like this and do things like this in Bridgeport's community. The owner is from Southport and they would never allow a patio where there would be outdoor music and no parking. Take the community's voices into consideration. There are no jobs for Bridgeport residents. None of the dollars are seen back in Bridgeport. They hire people from Southport and come here for the tax breaks to do what they want to do. They come from out of town and try to intimidate the local residents. He is totally against this item. Thank you.

Robin Avant
111 Hastings Street
Bridgeport, CT 06610

Fifth State Distillery (Hastings Street).

There was no response.

Latoya Johnson
Left Hearts Inc.
3 Edwin Street
Bridgeport, CT 06607

Dirt Bike Ordinance and task force that
was set up and space needed for children
to ride instead of streets.

Ms. Johnson spoke about the dirt bike ordinance that was put into place. Having children riding dirt bikes, which keeps them off the street. She thought there was a "no chase" policy in Bridgeport but has since discovered that there is. She said that the Task Force was taking these bikes away from the children and there needs to be a place where the kids can ride their dirt bikes. That will keep them off the roads and in one area, which will be safer. She said that the

5

City of Bridgeport
City Council
Regular Meeting
June 7, 2021

City had created a skateboard park at Seaside Park and no one uses it. Maybe they could hire people to monitor the kids riding at Seaside Park. They harass the riders now and the City should give these children a place to ride. The riders want to ride because they love it. Thank you for your time.

Daniel Vadi
38 Cogswell Street
Bridgeport, CT 06610

Fifth State Distillery and conduct of City
Council.

Mr. Vadi of Cogswell Street, who has lived on Cogswell for 26 years. He said that he had seen his share of accidents on Cogswell and one of them was a fatal accident. Mr. Vadi is opposed to this patio because instead of 100 people, he's going to have 200 intoxicated people. His neighborhood is a quiet neighborhood and out of towners come and dump their issues on Bridgeport. He said that there was a ball field up the street and the dump just up the street. Mr. Vadi said that he was opposed to the project.

ADJOURNMENT

Council President Nieves closed the Public Speaking Session at 7:02 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, JUNE 7, 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.

Council President Nieves called the meeting of the Bridgeport City Council to order at 7:06 p.m.

PRAYER

Council Member Newton led those present on the call in prayer.

PLEDGE OF ALLEGIANCE

Council Member McCarthy then led those present on the call in reciting the Pledge of Allegiance.

ROLL CALL

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

Any name in italics failed to respond during the roll call. Council Member Lyons reported that Council Member DeFilippo was not able to join the meeting due to family obligations.

MINUTES FOR APPROVAL

Approval of City Council Minutes: April 19, 2021

**** COUNCIL MEMBER HERRON MOVED THE MINUTES OF THE APRIL 19, 2021 COUNCIL MEETING.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

City of Bridgeport
City Council
Regular Meeting
June 7, 2021

**** THE MOTION TO APPROVE THE MINUTES OF THE APRIL 19, 2021 COUNCIL MEETING PASSED UNANIMOUSLY.**

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

Request to Order a Public Hearing for June 15, 2021 at 6:00 p.m. re: Resolution concerning the 2021 American Rescue Plan Act (ARP) Grant for the City of Bridgeport (Ref. #76-20).

**** COUNCIL MEMBER BURNS MOVED TO ORDER A PUBLIC HEARING FOR JUNE 15, 2021 AT 6:00 P.M. RE: RESOLUTION CONCERNING THE 2021 AMERICAN RESCUE PLAN ACT (ARP) GRANT FOR THE CITY OF BRIDGEPORT (REF. #76-20).
COUNCIL MEMBER NEWTON SECONDED.

Council Member Martinez announced that she was present.

Mayor Ganim announced that he was present. He assumed the chairmanship of the meeting.

Council Member Pereira said that the City Charter and the City Council Rule 13, Section 12 requires all agenda items to be submitted by 4:30 p.m. the previous Wednesday. The B&A meeting did not meet until Thursday night. She wished to know how the item was included when it was well past the 4:30 Wednesday deadline. This is a violation of the City Charter and the City Council Rules. There is a mechanism to add it to the agenda with a 2/3rds vote.

Mayor Ganim said that her comments were noted and made part of the record.

**** THE MOTION TO ORDER A PUBLIC HEARING FOR JUNE 15, 2021 AT 6:00 P.M. RE: RESOLUTION CONCERNING THE 2021 AMERICAN RESCUE PLAN ACT (ARP) GRANT FOR THE CITY OF BRIDGEPORT (REF. #76-20 PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE OPPOSED (PEREIRA).**

Council Member Pereira stated she was opposed for the reasons stated on the record.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

77-20 Communication from OPED re: Proposed Resolution Accepting Gift of Grant-Funded Bicycle Racks from Metropolitan Council of Governments (MetroCOG), referred to Economic Community Development and Environment Committee.

78-20 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Louis Cafora, Administrator of the Estate of Frederick Cafora, referred to Miscellaneous Matters Committee.

80-20 Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division Project Longevity Grant (#22351), referred to Public Safety and Transportation Committee.

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

79-20 Resolution presented by Council Member(s) Newton & Martinez and Co-sponsor Herron re: Proposed resolution holding Police Financially Accountable in Brutality Settlements, referred to Miscellaneous Matters Committee.

**** COUNCIL MEMBER MARTINEZ MOVED TO COMBINE AND REFER TO ALL ITEMS FOLLOWING ITEMS TO THE APPROPRIATE BOARDS AND COMMISSIONS:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

77-20 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION ACCEPTING GIFT OF GRANT-FUNDED BICYCLE RACKS FROM METROPOLITAN COUNCIL OF GOVERNMENTS (METROCOG), REFERRED TO ECONOMIC COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

78-20 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH LOUIS CAFORA, ADMINISTRATOR OF THE ESTATE OF FREDERICK CAFORA, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

80-20 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT CRIMINAL JUSTICE POLICY AND PLANNING DIVISION PROJECT LONGEVITY GRANT (#22351), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

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

79-20 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) NEWTON & MARTINEZ AND CO-SPONSOR HERRON RE: PROPOSED RESOLUTION HOLDING POLICE FINANCIALLY ACCOUNTABLE IN BRUTALITY SETTLEMENTS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***59-20 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Disposition of Three (3) City-Owned Properties.**

***66-20 Economic and Community Development and Environment Committee Report re: Resolution Approving Programs for the Connecticut Neighborhood Assistance Act Tax Credit Program.**

***76-20 Budget and Appropriations Committee Report re: Resolution regarding the 2021 American Rescue Plan Act (ARP) Grant for the City of Bridgeport.**

Mayor Ganim asked if there was anyone who wished to remove an item from the Consent Calendar.

**** COUNCIL MEMBER HERRON MOVED TO TABLE UNTIL JULY AGENDA ITEM 59-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE DISPOSITION OF THREE (3) CITY-OWNED PROPERTIES UNTIL IT HAS BEEN PRESENTED TO THE ZONING COMMISSION ON JUNE 26TH FOR AN 8-24 REFERRAL.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Pereira requested removal of Agenda 66-20.

The Assistant City Clerk read the remaining item into the record. Council Member Brantley requested a roll call vote.

**** COUNCIL MEMBER CRUZ MOVED AGENDA ITEM 76-20 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: RESOLUTION REGARDING THE 2021 AMERICAN RESCUE PLAN ACT (ARP) GRANT FOR THE CITY OF BRIDGEPORT.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY**

UNFINISHED BUSINESS:

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 MEMBER HERRON TABLE 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.**

10

**** COUNCIL MEMBER NEWTON SECONDED.**
**** THE MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

34-20 Public Safety and Transportation Committee Report re: Resolution for an Honorary Naming of the Paper Street traversing the parking lot of the House of God Community Church on Stratford Avenue be designated as “Bishop Ronnie Brayboy Way”.

Council Member Valle said that she and Council Member Taylor-Moye were the co-chairs and that Council Member Newton and Council Member Martinez had requested to name the paper street in honor of Bishop Brayboy. It is a paper street located on private property.

Council Member Silva asked if they had voted on Agenda Item 66-20. Mayor Ganim said that they had not voted on it.

Council Member Taylor-Moye said that the Committee had discussed this in detail and there was nothing more to be said.

Council Member Pereira said that when this was originally introduced, the Council Members thought it was a City road, and later thought it was a paper road. It is a street on private property and there is such a thing as separation of church and State. Having City employees paid by the taxpayers and having them on private property owned by the church is a violation of the law. Council Member Pereira said that she would be opposing this item because municipal workers should not be on church property.

Mayor Ganim commented that Council Member Pereira was free to speak her mind, but he hoped her facts were accurate because she was accusing the City employees of doing something wrong unless she knew what she was talking about.

Council Member Newton said he totally disagreed with Council Member Pereira’s statement. He had just heard from the church leadership that they want a sign. They may be coming back to apply for a sign by Baker’s Funeral Home. The same kind of honorarium on a street was done for the pastor of Messiah Baptist. He thanked his colleagues for supporting this.

Council Member McBride-Lee pointed out that the congregants were also taxpayers. She said that when they voted on the sign, she disagreed then and disagrees now. The Council decided they didn’t want to have the signs up then.

Council Member Martinez said that it was disgusting that a Council Member from another District would be talking about who was or wasn’t paying taxes.

Council Member Brantley requested for a roll call vote.

**** THE MOTION TO APPROVE AGENDA ITEM 34-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION FOR AN**

11

HONORARY NAMING OF THE PAPER STREET TRAVERSING THE PARKING LOT OF THE HOUSE OF GOD COMMUNITY CHURCH ON STRATFORD AVENUE BE DESIGNATED AS "BISHOP RONNIE BRAYBOY WAY" PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE OPPOSED (PEREIRA).

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 BRANTLEY MOVED 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).**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira stated that she had wanted to make it clear for the record that she was opposing the application not because of the substance of the application but because there is language in every one of these resolutions, it allows the Mayor and/or any of his designees to sign any contract or agreement without coming to the Contracts Committee.

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

45-20 Public Safety and Transportation Committee Report re: Resolution to conduct an Informational Meeting with the Police Chief, Fire Chief and Emergency Management Director regarding use of Fire Police Volunteers.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 45-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION TO CONDUCT AN INFORMATIONAL MEETING WITH THE POLICE CHIEF, FIRE CHIEF AND EMERGENCY MANAGEMENT DIRECTOR REGARDING USE OF FIRE POLICE VOLUNTEERS.**

****COUNCIL MEMBER CRUZ SECONDED.**

Council Member Burns asked if one of the chairs could explain about the role of the Firefighters and Police. Council Member Taylor-Moye said that this came up at an informational meeting. She said that they were looking for information on how things are done in their department.

Council Member Brown explained that Zoom has issued an update. He said that raising their hands were under "reactions."

Council Member Herron said that with the Chief leaving, the Deputy Chief would be able to provide the information.

**** THE MOTION TO APPROVE AGENDA ITEM 45-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION TO CONDUCT AN INFORMATIONAL MEETING WITH THE POLICE CHIEF, FIRE CHIEF AND EMERGENCY MANAGEMENT DIRECTOR REGARDING USE OF FIRE POLICE VOLUNTEERS PASSED UNANIMOUSLY.**

71-20 Public Safety and Transportation Committee Report re: Installation of a Streetlight on Utility Pole #6365 located at 1259 Kossuth Street.

**** COUNCIL MEMBER VALLE MOVED AGENDA ITEM 71-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: INSTALLATION OF A STREETLIGHT ON UTILITY POLE #6365 LOCATED AT 1259 KOSSUTH STREET.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that the City Engineer had issued a report that stated that they did not need another light there because there had not been any accidents there. She said that they consistently opposed the opinions of the highly trained staff. She said that she is opposing this because the City Traffic Engineer opposes.

Council President Nieves said that the Traffic Engineer opposes this because he analyzes traffic, not lighting. A business owner used to provide lighting but doesn't any longer. There are five light poles on that street, but no lighting fixtures. It is a public safety issue.

Council Member Newton said that just because the City staff issues an opinion, the Council is the legislative body.

Council Member Valle agreed that the City Traffic Engineer focuses on traffic, not lighting. Most streets have one light, but not this street. She offered to take any Council Member for a ride to see how dark it is.

Council Member Herron said that it was concerning when the Council is debating this as long as they have particularly since it is a safety issue. They are here for their constituents. She said that this has been discussed over and over again.

Council Member Silva said he had a similar issue and had contacted Mr. Nadrziny and he installed a light because it was a safety issue.

**** THE MOTION TO APPROVE AGENDA ITEM 71-20 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: INSTALLATION OF A STREETLIGHT ON UTILITY POLE #6365 LOCATED AT 1259 KOSSUTH STREET PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE OPPOSED (PEREIRA).**

68-20 Education and Social Services Committee Report re: Grant Submission: Connecticut Department of Education AccelerateCT Summer Program Innovation Grant Program (#21681), DENIED.

**** COUNCIL MEMBER CRUZ MOVED TO ACCEPT THE EDUCATION AND SOCIAL SERVICES COMMITTEE'S DENIAL OF AGENDA ITEM 68-20 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EDUCATION ACCELERATECT SUMMER PROGRAM INNOVATION GRANT PROGRAM (#21681),**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that the Central Grants staff had told the Council Members that they did not have time to apply for this grant. It is pure hypocrisy and the Central Grants staff has been understaffed for a year. She said she would be voting against this item.

Council President Nieves said that this item was not the actual application. She explained that this was an approval for the application and the turn around time was too tight. This was not an actual application. They did not have time to find enough partnerships for the grant.

Council Member Lyons said that she had spoken with Ms. DeJesus who explained the situation as Council President Nieves said. She said that she wanted to make the right decision on this.

Council Member Newton said that this was why it was important that everyone reads the documentation. It was not because they did not have enough staff members, but they couldn't get another fiduciary in time for this grant.

Council Member Cruz said he agreed with Council Member Newton and Council President Nieves' statements. It was unfortunate what happened, but that does not mean they chose to neglect the youth. This was basically poor timing, not staff shortages.

Council Member Brantley said that there were funds available for the youth and many non-profits had programs available.

**** THE MOTION TO ACCEPT THE EDUCATION AND SOCIAL SERVICES COMMITTEE'S DENIAL OF AGENDA ITEM 68-20 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EDUCATION ACCELERATECT SUMMER PROGRAM INNOVATION GRANT PROGRAM (#21681), PASSED WITH SIXTEEN (16) IN**

14

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

66-20 Economic and Community Development and Environment Committee Report re: Resolution Approving Programs for the Connecticut Neighborhood Assistance Act Tax Credit Program.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 66-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION APPROVING PROGRAMS FOR THE CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that when the resolution was received, there was no documentation. This is major violation of the law and the Governor's Executive 7b and she will not be voting for this.

**** THE MOTION TO APPROVE AGENDA ITEM 66-20 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION APPROVING PROGRAMS FOR THE CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE OPPOSED (PEREIRA).**

ADJOURNMENT

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

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:55 p.m.

Respectfully submitted

Telesco Secretarial Services



City of Bridgeport
OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT


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

Joseph P. Ganim
Mayor

Thomas Gill
Director

Comm. #77-20 Ref'd to ECD&E Committee on 6/7/2021

TO: Honorable City Council

FROM: Lynn M. Haig 
Planning Director

DATE: June 1, 2021

RE: Referral to ECDE Committee
Receive Gift of Eighteen (18) Bicycle Racks from MetroCOG

This request is for referral to ECDE Committee for their consideration of the receipt of eighteen (18) bicycle racks that Metropolitan Council of Governments (MetroCOG) obtained through grant funds in support of a region-wide effort to install bicycle infrastructure.

MetroCOG has actively assisted each of the member communities, individually and collectively, in expanding bicycle infrastructure throughout the region. These efforts include, among others, a regional Complete Streets Plan, obtaining funding for bike lane installations, and coordinating a regional bike share program. MetroCOG's pursuit of a grant to fund bicycle racks for each community ties into these efforts.

OPED collaborated with MetroCOG and neighboring communities to identify appropriate locations for these bike racks which encourage riders to cross town lines. Public Facilities has agreed to provide the labor for installation.

I look forward to discussing this further with you at the Committee meeting.

A RESOLUTION BY THE BRIDGEPORT CITY COUNCIL
Accepting Gift of Grant-Funded Bicycle Racks
from Metropolitan Council of Governments

WHEREAS, *Plan Bridgeport* has several strategies which identify improved usage of alternative modes of transportation, increasing bicycle infrastructure, and improving safety; and

WHEREAS, the Office of Planning and Economic Development (OPED), in collaboration with the Engineering Department and the Metropolitan Council of Governments (MetroCOG,) is constructing the Pequonnock River Trail from Beardsley Park to Seaside Park; and

WHEREAS, City Council authorized submission and acceptance of a Community Connectivity Grant through CTDOT for ten (10) covered bicycle racks which will be installed this year; and

WHEREAS, OPED, Engineering, MetroCOG, and the Parks Department are developing a Bridgeport Complete Streets Manual which will establish clear standards for the design of the public right-of-way in its entirety; and

WHEREAS, adding bicycle infrastructure throughout Bridgeport is a priority for OPED; and

WHEREAS, in late 2020, the Connecticut Department of Public Health, through the Capitol Region Council of Governments (CRCOG,) made State Physical Activity and Nutrition (SPAN) Grant funding available to municipalities for the purchase of bicycle racks; and

WHEREAS, MetroCOG has submitted a successful application to CRCOG to purchase bicycle racks for each of MetroCOG's six member municipalities, eighteen (18) of the bicycle racks are Bridgeport; and

WHEREAS, the bicycle racks would be a gift to the City, with installation being the City's responsibility; and

WHEREAS, OPED has identified high-pedestrian traffic locations to place each of these bicycle racks, including parks, grocery stores, and commercial centers;

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport City Council approve acceptance, by the Mayor or his designee, the Director of the Office of Planning Economic Development, of the gift of eighteen (18) bicycle racks from MetroCOG with an aggregate value of approximately one thousand nine hundred and twenty-four dollars (\$1,924.00) and to execute such other contracts, amendments, and documents as may be necessary to receive and install Bridgeport's bicycle racks as part of this grant.

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

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

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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



June 1, 2021

RECEIVED
CITY CLERKS OFFICE
21 JUN - 2 PM 1:51
ATTEST
CITY CLERK

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

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE
Proposed Settlement of Pending Litigation in the Matter of
Louis Cafora, Administrator of the Estate of Frederick Cafora v. Jorge Larregui
and the City of Bridgeport – Docket No: FBT-CV18-6080086-S

Dear Councilpersons:

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Lawrence Ouellette, Jr. – contact info. above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** The plaintiff is claiming damages allegedly sustained in a May 12, 2017 motor vehicle collision in which a police patrol car- while being operated westbound on Boston Avenue by Patrol Officer Jorge Larregui who was in the process of surveilling a possible stolen car- rear-ended a vehicle ahead, pushing said vehicle into the rear of the plaintiff's vehicle. As a consequence of said collision, the 66-year-old plaintiff suffered an acute sprain/strain of the cervical and lumbosacral spine, traumatic TMJ pathology and an acute biceps tendonitis of the left shoulder from which the plaintiff was assessed with a 5% permanent partial disability to the cervical spine, a 5% permanent partial disability to the left shoulder, and a 7% permanent partial disability to the lumbosacral spine. In addition, plaintiff claimed \$19,917.06 in total specials consisting of \$6,398.06 in property damage

Page Two

and \$13,519.00 in medical costs (consisting of \$2,396.00 for St. Vincent's Medical Center, \$98.00 for Bridgeport Radiology Associates, \$300.00 for Connecticut Pain and Spine, \$1,925.00 for Dr. Eric Katz and \$8,800.00 for Park City Physical Therapy). The plaintiff initially demanded an unspecified amount "north of \$50,000" and was ultimately negotiated down – over a two-year period – to the current proposed \$19,500.00 settlement amount.

f. Council Action Requested: Approval of request for settlement.

g. Financial Impact Analysis: Total cost to the City will be a total of \$19,500.00 to be paid to Attorney Paul Gusmano of 3301 Main Street, Bridgeport in his capacity as Trustee for Louis Cafora, Administrator of the Estate of Frederick Cafora.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

i. Proposed Motion: Motion to authorize and approve payment of \$19,500.00 in full and final settlement of: *Louis Cafora, Administrator of the Estate of Frederick Cafora v. Jorge Larregui and the City of Bridgeport – Docket No: FBT-CV18-6080086-S.*

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

Very truly yours,



R. Christopher Meyer
City Attorney

cc: Lydia Martinez, City Clerk
cc: Lawrence Ouellette, Jr., Esq.
cc: Nanette Melendez, Support Staff

Ortiz, Frances

From: Melendez, Nanette
Sent: Wednesday, June 2, 2021 1:27 PM
To: Ortiz, Frances
Cc: Meyer, RChristopher; Martinez, Lydia; Ouellette, Lawrence
Subject: Louis Cafora, Administrator to Estate of Frederick Cafora vs. Jorge Larregui and City of Bridgeport/ Docket # FBT-CV18-6080086-S
Attachments: Executed Ltr to City Council_Referral MMC_Cafora.pdf
Importance: High

Good Afternoon Ms. Ortiz,

Attached find letter dated June 1, 2021 to the Honorable City Council signed by City Attorney R. Christopher Meyer requesting that the above-captioned case be placed on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you in advance for your assistance in this matter.

Nanette Melendez

Paralegal
Office of the City Attorney
999 Broad Street, 2nd Floor
Bridgeport, CT 06604
Phone: (203)576-7647
Fax: (203)576-8252
nanette.melendez@Bridgeportct.gov

Please be advised that the Office of the City Attorney is currently operating on a limited schedule. I am currently working remotely until further notice. I do have continuous email access. Any documents you are mailing to the City Attorney's Office or dropping off should be delivered electronically until further notice. Thank you for your courtesy and cooperation!

Confidentiality Notice:

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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
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

May 27, 2021

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

Re: *Notice of Intent to Settle:*
Louis Cafora, Administrator of the Estate of Frederick Cafora v.
Jorge Larregui and the City of Bridgeport
Case # *FBT CV-18-6080086-S*

RECEIVED
CITY CLERKS OFFICE
21 MAY 28 AM 10:02
ATTEST
CITY CLERK

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced litigation, which stems from a May 12, 2017 motor vehicle collision in which a police vehicle, while in the process of surveying a possible stolen vehicle, rear-ended a vehicle ahead, pushing said vehicle into the rear of Plaintiff's vehicle. 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.

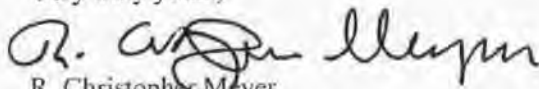
<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Frederick Cafora	MVA Involving City Employee	Paul Gusmano, Esq. 3301 Main Street Bridgeport, CT 06606	\$19,500.00

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 at Telephone: (860) 510-9756 Email: Lawrence.ouellette@bridgeportct.gov. 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
Lawrence A. Ouellette, Esq.
Mark T. Anastasi, Esq

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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999 Broad Street
Bridgeport, CT 06604-4328



May 27, 2021

RECEIVED
CITY CLERKS OFFICE
21 MAY 28 AM 10:02
ATTEST
CITY CLERK

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

RE: Louis Cafora, Administrator of the Estate of Frederick Cafora v.
Jorge Larregui and the City of Bridgeport

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, Margo Litz, 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

On Friday, May 28, 2021, 10:58:48 AM EDT, Ortiz, Frances
<frances.ortiz@bridgeportct.gov> wrote:

Good Morning 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 form the City Attorney's Office which was received by the City Clerk's Office on May 28, 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

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation to the contents of this information is strictly prohibited and may be unlawful.

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21 MAY 28 PM 1:29
ATTEST
CITY CLERK

Boyer, Mike

From: Ortiz, Frances
Sent: Friday, May 28, 2021 10:59 AM
To: City Council Members
Cc: Williams, Althea; Pettway, Lonnette; Boyer, Mike
Subject: Notice of Intent to Settle: Louis Cafora Administrator Frederick Cafora
Attachments: NOTICE LOUIS CAFORA_ ADMINISTRATOR FREDERICK CAFORA.pdf

Good Morning 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 form the City Attorney's Office which was received by the City Clerk's Office on May 28, 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

RECEIVED
CITY CLERKS OFFICE
21 MAY 28 AM 10:58
ATTEST
CITY CLERK

**Comm. #80-20 Ref'd to Public Safety & Transportation Committee
on 6/7/2021**

June 2, 2021

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

**Re: Resolution – State of Connecticut Office of Policy and Management Criminal Justice Policy
and Planning Division Project Longevity Grant (#22351)**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Policy
and Management Criminal Justice Policy and Planning Division Project Longevity Grant** to be
referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7134 or
isolina.dejesus@Bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

RECEIVED
CITY CLERKS OFFICE
21 JUN -2 PM 1:50
ATTEST
CITY CLERK

A Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division Project Longevity Grant (#22351)

WHEREAS, the **State of Connecticut Office of Policy and Management** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding is made possible in accordance with **State of Connecticut Section 1 Public Act 19-117**; and

WHEREAS, funding under this grant will be used to support Project Longevity activities conducted within city limits to reduce gun violence through community involvement, social services, and focused policing; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Office of Policy and Management** to support Project Longevity activities.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Office of Policy and Management** for the purpose of its **Project Longevity Grant**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Office of Policy and Management** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division Project Longevity Grant (#22351)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department has been allocated funds through Section 1 Public Act 19-117 to support its partnership with Project Longevity. Project Longevity is a statewide community and law enforcement initiative to reduce gun violence using community involvement, social services, and focused policing. The program supports current, former, or potential group or gang members by connecting them to community resources, raising their awareness of existing services, and guiding them towards opportunities and successful outcomes. Grants funds will be used to continue funding subcontracted staff and program activities such as: travel to conferences, purchase of program equipment and supplies, client services (i.e. job readiness and skills development). Examples include fees for State ID/Driver's License, vocational training courses, and transportation.

CONTRACT PERIOD: 7/1/2021-6/30/2022

Federal:	\$ 0.00
State:	\$ 173,928.00
City:	\$ 0.00
Other:	\$ 0.00

GRANT FUNDED PROJECT FUNDS REQUESTED	
Contractual:	\$ 136,510.00 (Program Manager (\$83,969) and Social Services Coordinator (\$52,541))
Equipment:	\$ 960.00 (cell phone service)
Supplies:	\$ 966.00
Travel:	\$ 973.00 (staff training, lodging and mileage reimbursement)
Other:	\$20,090.00 (client services as described above)
A&G:	\$14,429.00

MATCH REQUIRED – None Required		
	CASH	IN-KIND
Source:	\$ 0	\$0



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE
21 JUN -2 PM 12: 03

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:

Submitted by Councilmember(s): **79-20**
Ernest E. Newton; Eneida Martinez

Co-Sponsors(s): Jeanette Herron

District: 139TH

Subject: Proposed Resolution holding Police Financially Accountable in Brutality Settlements

Referred to: Miscellaneous Matters Committee

City Council Date: June 7, 2021

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, nationally the financial impact of police brutality on cities and taxpayers is immense; and

WHEREAS, Bridgeport has been facing an increasing number of lawsuits alleging police brutality; and

WHEREAS, often a decision is made to settle a police brutality case early to save money in attorneys' fees or gain a lower settlement before everybody gets dug in and the price of the case goes up but that can still mean a hefty price tag for taxpayers; and

WHEREAS, it's not right that taxpayers foot the bill for police brutality, something needs to be done to reduce police related lawsuits and to help put a stop to the police brutality that leads to settlements in the first place; and

WHEREAS, City Ordinance 2.10.130 empowers the Bridgeport City Attorney with the authority to settle legal claims; and

WHEREAS, City Ordinance 2.10.130 further requires the City Attorney to provide all city council members a twenty (20) day written notice of any proposed settlement with referral to the City Council Committee on Miscellaneous Matters if any councilperson requests it within the twenty (20) days; and

WHEREAS, a first step to reducing police brutality is to hold police financially accountable and as a start any funds for settlements involving police brutality made by the City Attorney pursuant to City Ordinance 2.10.130, with or without City Council approval, should be appropriated from the City of Bridgeport Police Department's - Overtime account and not any other city account.

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council as a first step to reducing police brutality is to hold police financially accountable and as a start any funds for settlements involving police brutality made by the City Attorney pursuant to City Ordinance 2.10.130, with or without City Council approval, will be appropriated from the City of Bridgeport Police Department's - Overtime account and not any other city account.

-Ordinance Attached-



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

SECTION V AMENDMENTS/EXHIBITS

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

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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

SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

2.10.130 Authority to settle legal claims.

- A. The city attorney for the city is authorized and empowered to settle legal claims and lawsuits for which he determines the city may be liable in such amounts as he deems to be in the city's best interest, in amounts not to exceed ten thousand dollars (\$10,000.00) payable to each such claimant or plaintiff. Additionally, the city attorney may settle such legal claims and lawsuits in amounts greater than ten thousand dollars (\$10,000.00) but not to exceed twenty thousand dollars (\$20,000.00) no sooner than twenty (20) days after providing written notice of intent to settle to the city council via the city clerk, and provided no councilperson requests via the city clerk during the twenty (20) day notice period that the proposed settlement be submitted to the city council for approval. The city attorney's office shall mail the written notice of intent to settle to each city council member and shall keep a record of delivery of that notice. In the event of such request by any councilperson, the city attorney shall forthwith submit the settlement for city council approval. Further, the city attorney is hereby authorized to submit legal disputes to binding arbitration with a twenty thousand dollars (\$20,000.00) exposure limit including claims concerning uninsured/underinsured motorist coverage.
- B. The city attorney shall within thirty (30) days of the expiration of each fiscal quarter provide to the city council in writing a report setting forth those settlements entered into by the city attorney during the preceding quarter and for the fiscal year to date.

(Ord. dated 10/18/99)

Item # *76-20 Consent Calendar

Resolution regarding the 2021 American Rescue Plan Act (ARP) Grant for the City of Bridgeport.



**Report
of
Committee
on
Budget and Appropriations**

City Council Meeting Date: June 7, 2021

Attest: Lydia N. Martinez
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 24 AM 11:49
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *76-20 Consent Calendar

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 (per Exhibit A); and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *76-20 Consent Calendar

-2-

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).

BE IT FURTHER RESOLVED that the Finance Director shall submit to the Budget & Appropriations Committee all quarterly reports filed with the Federal Government pursuant to the American Rescue Plan Act and shall update the B & A Committee on a regular basis as to the status of ARA expenditures; such reports will be available on the Finance Department's webpage."

BE IT FURTHER RESOLVED that the City of Bridgeport shall require that recipients of American Rescue Plan Act funds, both municipal and otherwise, provide the City with regular and timely comprehensive reports as to how the funds were expended and any qualitative and quantitative data demonstrating how the money advanced the goals of the American Rescue Plan Act."

BE IT FURTHER RESOLVED that public input shall be required on how the City should spend the American Rescue Plan Act money including, but not limited to a) public hearings to be ordered by the full Council or Budget and Appropriations Committee; and b) a public comment period which shall run for at least 10 days in the month of June in which community groups, NRZs, and the public will have an opportunity to provide direct feedback to the City as to how the City's American Rescue Act money should be spent.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *76-20 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, D-130th, Co-chair

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

Mary A. McBride-Lee, D-135th

Jeanette Herron, D-133rd

Matthew McCarthy, D-130th

Jorge Cruz, Sr., D-131st

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 7, 2021

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

American Rescue Plan Act Program Plan

2021-2022	2022-2024	TOTAL
\$41,300,000	\$69,000,000	\$110,300,000

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

Job creation/job training for unemployed and workforce re-entry
 partnerships with non profits ; possibly city clean up programs

Small businesses assistance during pandemic
 to assist many more small business applicants

Aid to mental health and domestic abuse programs
 partnerships with non profits to manage such programs

Public safety and health crisis response needs due to pandemic
 Fund health/social service/public safety crisis response unit and needs , including those of homeless and seniors

After school and summer youth program expansion
 work with not for profits to expand programs

Social welfare/health home visitation child welfare program
 Partnerships with non profits to run such services

Homeowner weatherization repair program for families seniors and disabled
 Reimburse certain eligible repairs to homes for eligible CT low income thresholds

Aid to arts and tourism orgs impacted by pandemic
 Grants to arts and cultural and other eligible non profit programs

Premium Pay
 to eligible to qualified essential workers

Total for programs for BPT citizens and community: \$18,000,000 \$20,000,000 \$36,000,000

Eligible Capital investment and development needs:

- Broadband city and community needs
- Sewer CSO work, stormwater work and infrastructure
- Pollution protection and remediation of waterways
 program to reduce pollution; clean debris, and reduce runoff into waterways
- Facilities - pandemic related requirements for health facilities; bldg hvac/air impvts & repairs to arts, culture & boosterism city owned bldgs

Total for Capital investment and development needs: \$18,300,000 \$20,000,000 \$38,300,000

Budgetary relief stabilization eligible pursuant to pandemic \$5,000,000 \$29,000,000 \$34,000,000

TOTAL ARP FUNDING PROGRAM: \$41,300,000 \$69,000,000 \$110,300,000



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

Item No. *59-20 Consent Calendar

A Resolution Authorizing the Disposition of Three (3) City-Owned Properties

WHEREAS, in order to increase the City's grand list and to address blighted conditions and to advance economic development and neighborhood stabilization, the Office of Planning and Economic Development ("**OPED**") seeks authority to dispose of the following three (3) City-owned properties:

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

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

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

1503 State Street #Rear:

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

33-35 Lee Avenue

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

1564 Seaview Avenue

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

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

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

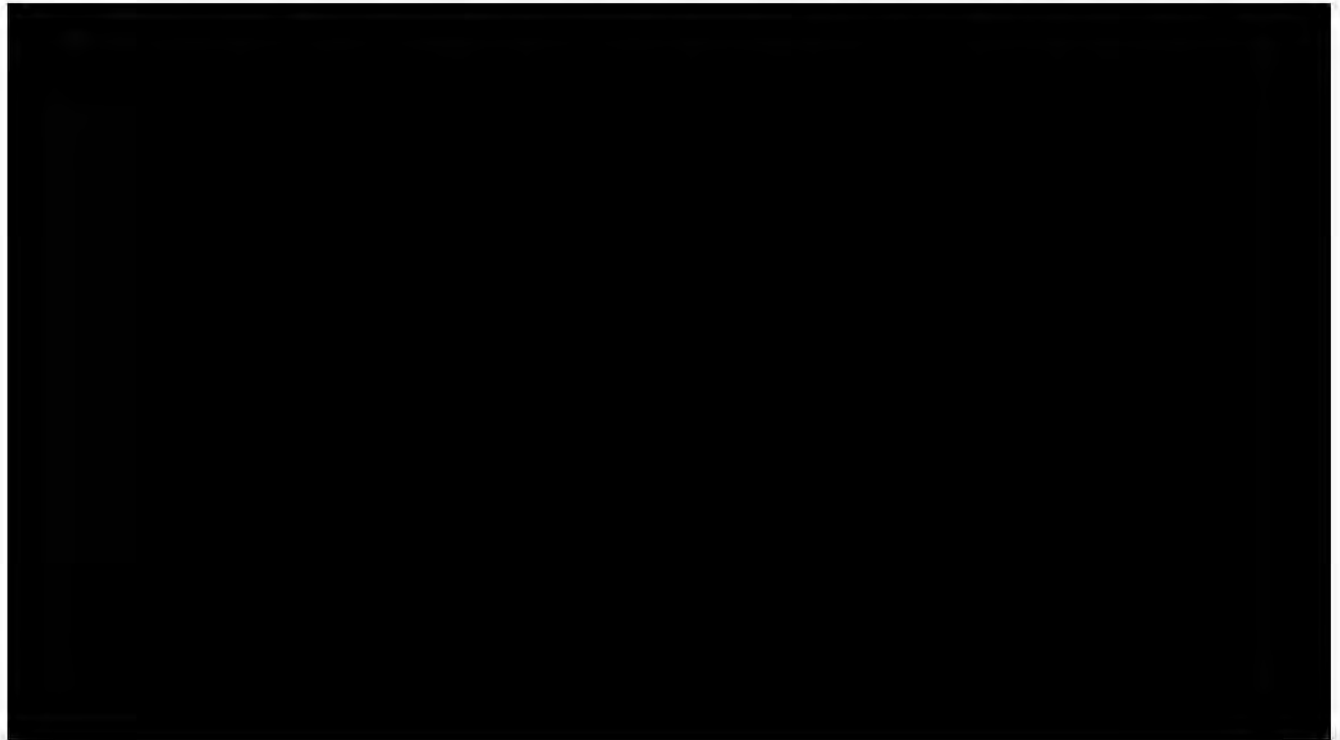


City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *59-20 Consent Calendar

-2-

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



City Council Date: June 7, 2021
Tabled by Full Council: June 7, 2021
Resubmitted: July 6, 2021

1503 STATE ST #REAR

Location 1503 STATE ST #REAR

Mblu 19/ 1233/ 20/A /

Acct# E-0172800

Owner BRIDGEPORT CITY OF

Assessment \$101,490

Appraisal \$144,990

PID 10045

Building Count 1

Current Value

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

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

Owner of Record

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

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

Ownership History

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

Building Information

Building 1 : Section 1

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

Building Photo

Building Attributes	
Field	Description



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



(<http://images.vgsi.com/photos2/BridgeportCTPhotos/100107116189.JPG>)

Building Layout

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

Building Sub-Areas (sq ft)

Legend

No Data for Building Sub-Areas

Extra Features

Extra Features

Legend

No Data for Extra Features

Land

Land Use

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

Land Line Valuation

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

Outbuildings

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

Valuation History

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

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

TOPO	UTILITIES	STRT / ROAD	LOCATION	Code	Appraised	Assessed
				21	136,320	95,420
				55	8,670	6,070
SUPPLEMENTAL DATA						
Alt Prcd ID	1233-20A					
Census Tr	CEN710					
Heart						
Abstract Freeze	500-500		Special Dis			
GIS ID	1233-20A		Assoc Pld#			

RECORD OF OWNERSHIP		BX	VOL	PAGE	SALE DATE	QU	VI	SALE PRICE	VC
4473	0121	U	1	12-11-2000	U	1	0	0	
1327	0288	U	1	12-28-1965	U	1	0	0	
Total		101,490.00							

EXEMPTIONS		Amount	Description	Code	Number	Amount	Comm Int
2015	BAA	101,490.00					
Total		101,490.00					

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2019	21	95,420	2018	21	95,420	2017	21	95,420
	55	6,070		55	6,070		55	6,070
Total		101,490	Total		101,490	Total		101,490

BUILDING PERMIT RECORD		Amount	Insp Date	% Comp	Date Comp	Comments	
1							
Total Appraised Parcel Value		144,990					

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

LAND LINE VALUATION SECTION		Unit Price	Size Adj	Site Index	Cond.	Nbhd	Nbhd Adj	Notes	Location Adjustment	Adj Unit P	Land Value
1	Mun Lnd Corn	8.21	1.00000	1	1.00	IC	0.800		1 0000	6.57	136,320
Total Card Land Units		20,757	SF	Parcel Total Land Area		0.4765	Total Land Value		136,320		

APPRaised VALUE SUMMARY
 Appraised Bldg. Value (Card) (8,670)
 Appraised Xf (B) Value (Bldg) (136,320)
 Appraised Ob (B) Value (Bldg) (144,990)
 Appraised Land Value (Bldg) (144,990)
 Special Land Value (0)
 Total Appraised Parcel Value (144,990)
 Valuation Method (C)

OTHER ASSESSMENTS
 This signature acknowledges a visit by a Data Collector or Assessor

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



CONSTRUCTION DETAIL

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

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description	Element	Cd	Description
Building Value New					
Year Built					
Effective Year Built					
Depreciation Code					
Remodel Rating					
Year Remodeled					
Depreciation %					
Functional Obsol					
External Obsolescence					
Trend Factor					1.000
Condition					
Condition %					
Percent Good					
RCNLD					
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Bld	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
PAV1	Paving Asph	L	4,725	3.00	1993		50		0.00	7,090
FN1	Fence, Chain	L	226	14.00	1991		50		0.00	1,580

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
		0	0	0		0
Ttl Gross Liv / Lease Area		0	0	0		0



No Sketch



City of Bridgeport

My Map



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



WGS_1984_Web_Mercator_Auxiliary_Sphere
 Created by Connecticut Metropolitan Council of Governments

November 16, 2020

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

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

Dear Mr. Perez:

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

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

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

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

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

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

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

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

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

\$90,000
NINETY THOUSAND DOLLARS

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

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

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

Respectfully submitted,



George M. Shawah, Jr., MAI
President

RCG.0000557

Exp. Date: April 30, 2021

33 LEE AV #35

Location 33 LEE AV #35

Mblu 20/ 1151/ 31/ /

Acct# EB-0011000

Owner BRIDGEPORT CITY OF

Assessment \$14,280

Appraisal \$20,390

PID 8772

Building Count 1

Current Value

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

Owner of Record

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

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

Ownership History

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

Building Information

Building 1 : Section 1

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

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land
Model	

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



(<http://images.vgsi.com/photos2/BridgeportCT/Photos/100109151161.jpg>)

Building Layout

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

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

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use	Land Line Valuation
Use Code: 921	Size (Acres): 0.07

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

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

Outbuildings

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

Valuation History

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

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

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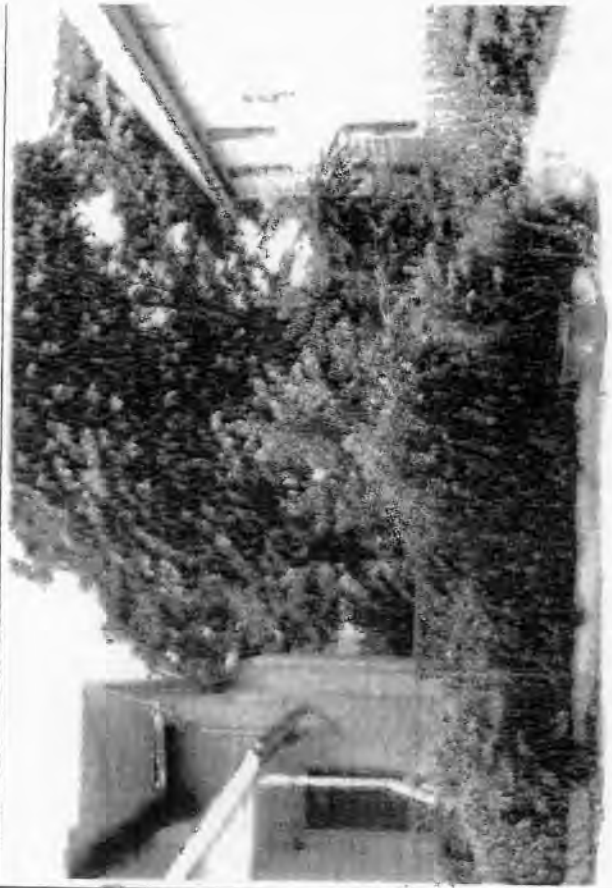
CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd	Description	Description
Style	99	Vacant Land	
Model	00	Vacant	
Grade:			
Stories:			
Occupancy:			
Exterior Wall 1:			
Exterior Wall 2:			
Roof Structure:			
Roof Cover:			
Interior Wall 1:			
Interior Wall 2:			
Interior Flr 1:			
Interior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

CONDO DATA		OWNERS	
Parcel Id	C	B	S
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

COST MARKET VALUATION	
Building Value New	1,000
Year Built	
Effective Year Built	
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	
External Obsolescence	
Trend Factor	
Condition	
Condition %	
Percent Good	
RCNLD	
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

OB - OUTBUILDING & YARD ITEMS (L) / XF - BUILDING EXTRA FEATURES (E)										
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FN1	Fence, Chain	L	64	11,00	1993		50		0.00	350

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	EIF Area	Unit Cost	Undeprec Value
		0	0	0		
Tot Gross Lw / Lease Area		0	0	0		0



No Sketch



APPRAISAL OF REAL PROPERTY

LOCATED AT:

33 Lee Ave # 35

Bridgeport, CT 06605

FOR:

City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

AS OF:

March 4, 2020

BY:

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

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

March 5, 2020

City of Bridgeport
999 Broad Street
Bridgeport, CT

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

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

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

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

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

EIGHT THOUSAND DOLLARS
(\$8,000.00)

Sincerely,



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

Borrower City of Bridgeport Census Tract 0709 00 File No. N/A
 Property Address 33 Lee Ave # 35 Map Reference _____
 City Bridgeport County Fairfield State CT Zip Code 06605
 Legal Description n/a
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ Exempt (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client City of Bridgeport Address 999 Broad Street, Bridgeport, CT
 Occupant Vacant Appraiser Daniel Conte Instructions to Appraiser Estimate Market Value

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-5 Mos. Over 6 Mos.
 Present 20 % One-Unit 30 % 2-4 Unit 10 % Apts. 5 % Condo 15 % Commercial
 Land Use 15 % Industrial % Vacant
 Change in Present Land Use Not Likely Likely (*) To _____ Taking Place (*)
 Predominant Occupancy Owner Tenant <10 % Vacant
 One-Unit Price Range \$ N/A to \$ N/A Predominant Value \$ N/A
 One-Unit Age Range N/A yrs to N/A yrs Predominant Age N/A yrs
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) _____
 The subject is situated in a residential/industrial area of the City in the West End. It has average appeal in the market. It is convenient to transportation routes as well as all required services.

Dimensions See GIS Map
 Zoning Classification RC 2,700 SF/Dwelling Unit 0.07 Acres Corner Lot _____
 Highest and Best Use Present Use Other (specify) Improve as per regulations Present Improvements Do Do Not Conform to Zoning Regulations
 Public Other (Describe) _____
 Etc. At Street Street Access Public Private
 Gas At Street Surface Asphalt
 Water At Street Maintenance Public Private
 San. Sewer At Street Storm Sewer Curb/Gutter
 Underground Ect. & Tel. Sidewalk Street Lights
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) _____
 The subject has all required services at the street. The most probable user is an adjacent property owner. The site appears level.

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

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

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

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

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

Supplemental Addendum

File No. N/A

Client	City of Bridgeport			File No.	N/A
Property Address	33 Lee Ave # 35				
City	Bridgeport	County	Fairfield	State	CT
Client	City of Bridgeport			Zip Code	06605

• Land : Market Data Comments

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

EXTRAORDINARY ASSUMPTION

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

Adjustment for Legal/Survey

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

FIRREA / USPAP ADDENDUM

Client: City of Bridgeport
 Property Address: 33 Lee Ave # 35
 City: Bridgeport County: Fairfield State: CT Zip Code: 08605
 Client: City of Bridgeport

Purpose

Estimate Market Value

Scope

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

Intended Use / Intended User

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

History of Property

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

Prior sale: No sale price was recorded.

Exposure Time / Marketing Time

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

Personal (non-realty) Transfers

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

Additional Comments

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

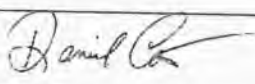
• FIRREA/USPAP Addendum: Additional Comments

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

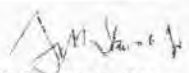
It is assumed that all required building permits and/or certificates of occupancy have been obtained regarding any of the improvements on the subject property except as noted in the report. Any research, historical or otherwise, required to confirm the existence of permits is considered to be beyond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

Certification Supplement

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

Appraiser(s): 

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



Supervisory Appraiser(s): George M. Shawah, Jr., MAI
 Effective date / Report date: March 4, 2020/March 5, 2020

PRIVACY NOTICE

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

Types of Nonpublic Personal Information We Collect

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

Parties to Whom We Disclose Information

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

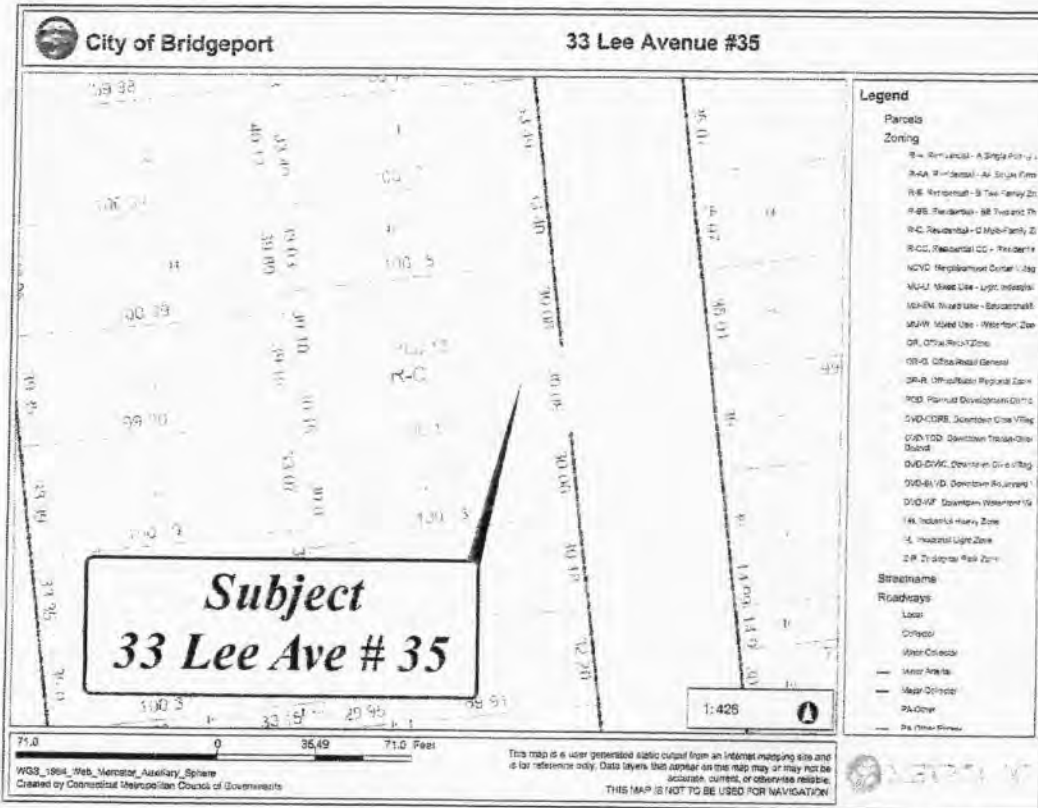
A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

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

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

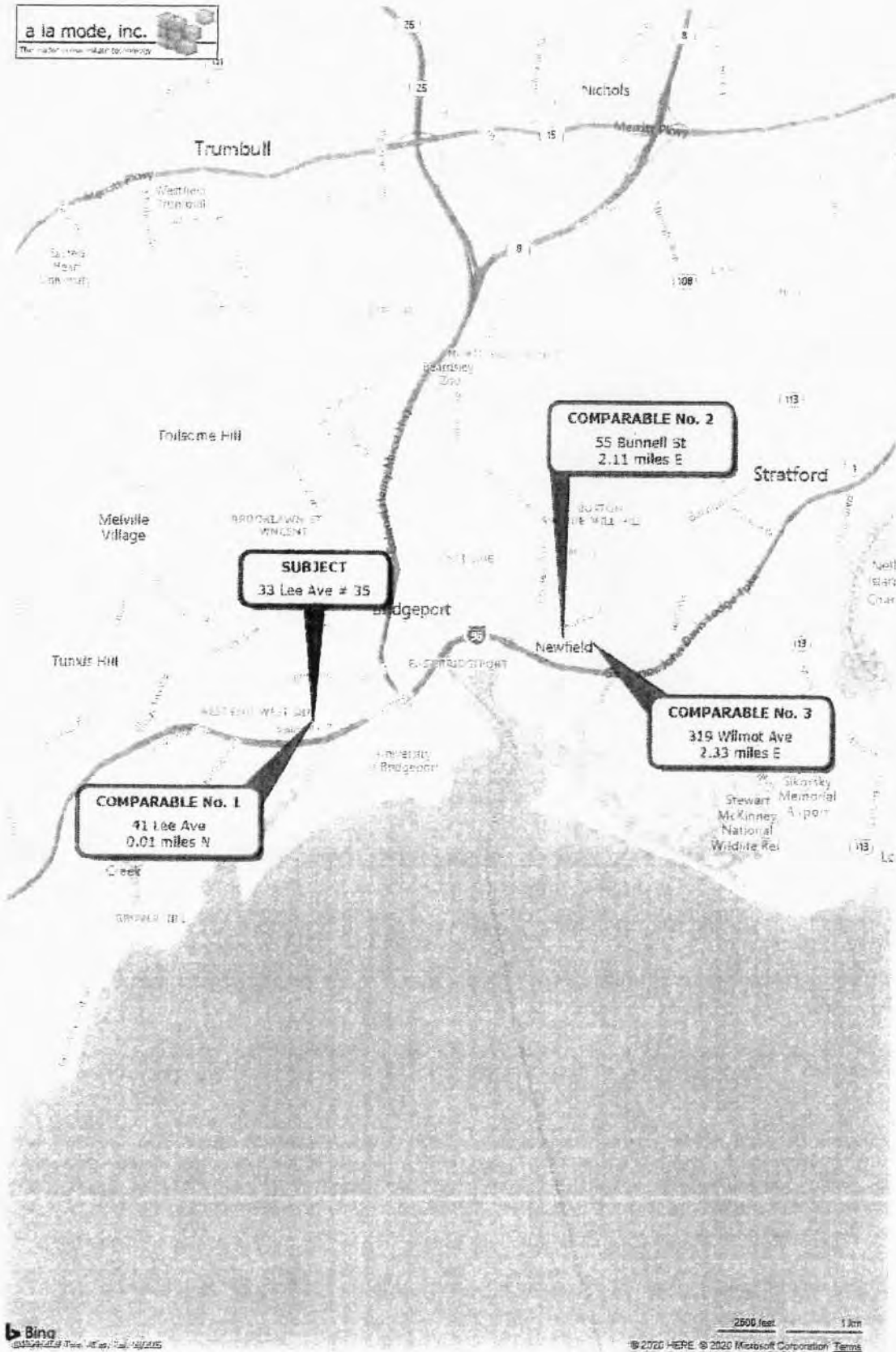
GIS Map



Location Map

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

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



Subject Photo Page

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



Subject Front

33 Lee Ave # 35

N/A

Average
0.07 Acres

Subject Rear



Subject Street

Comparable Photo Page

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



Comparable 1

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



Comparable 2

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

MLS Photo



Comparable 3

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

MLS Photo

Assumptions, Limiting Conditions & Scope of Work

File No. N/A

Property Address: 33 Lee Ave # 35 City: Bridgeport State: CT Zip Code: 06605
Client: City of Bridgeport Address: 999 Broad Street, Bridgeport, CT 06604
Appraiser: Daniel Conte Address: 10 Middle Street, Bridgeport, CT 06604

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

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

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

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

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

Certifications & Definitions

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

APPRAISER'S CERTIFICATION

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

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

Additional Certifications:

DEFINITION OF MARKET VALUE *:

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

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

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

Client Contact: Max Perez	Client Name: City of Bridgeport
E-Mail:	Address: 999 Broad Street, Bridgeport, CT 06604
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
	
Appraiser Name: Daniel Conte	Supervisory or Co-Appraiser Name: George M. Shawah, Jr., MAI
Company: Baldwin Pearson & Company, Inc.	Company: Baldwin Pearson & Company, Inc.
Phone: 203-335-5117 Fax: 203-335-5119	Phone: 203-335-5117 Fax: 203-335-5119
E-Mail: baldwinpearson@aol.com	E-Mail: baldwinpearson@aol.com
Date Report Signed: March 5, 2020	Date Report Signed: March 5, 2020
License or Certification #: RCR 0000131 State: CT	License or Certification #: Certified General RCG 557 State: CT
Designation:	Designation: MAI
Expiration Date of License or Certification: 04/30/2020	Expiration Date of License or Certification: April 30, 2020
Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)	Inspection of Subject: <input type="checkbox"/> Did Inspect <input checked="" type="checkbox"/> Did Not Inspect
Date of Inspection: March 4, 2020	Date of Inspection:



1564 SEAVIEW AV

Location 1564 SEAVIEW AV

Mblu 43/ 749/ 1/ 1

Acct# RG-0029850

Owner BRIDGEPORT CITY OF

Assessment \$1,477,910

Appraisal \$2,111,290

PID 5251

Building Count 1

Current Value

Appraisal

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

Assessment

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

Owner of Record

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

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

Ownership History

Ownership History

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

Building Information

Building 1 : Section 1

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

Less Depreciation: \$1,435,960

Building Attributes

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



(http://images.vgsi.com/photos2/BridgeportCTPhotos/\00\09\85\05.jpg)

Building Layout



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

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

Extra Features

Extra Features

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

Land

Land Use

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

Land Line Valuation

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

Outbuildings

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

Valuation History

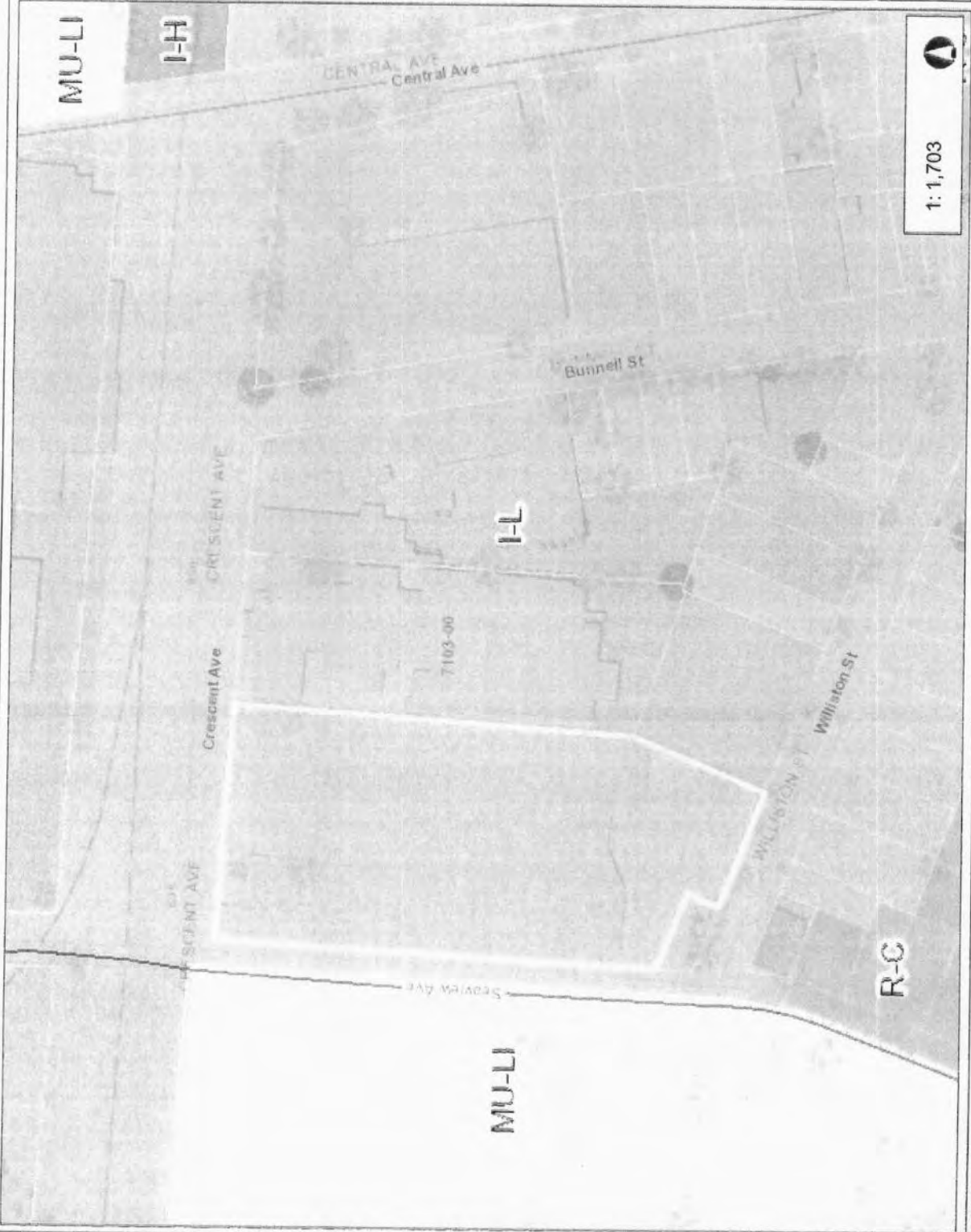
Appraisal			
Valuation Year	Improvements	Land	Total
2019	\$1,623,020	\$400,750	\$2,023,770
2018	\$1,623,020	\$400,750	\$2,023,770
2017	\$1,623,020	\$400,750	\$2,023,770

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



City of Bridgeport

My Map



Legend

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

283.9

0

141.95

283.9 Feet

1:1,703



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

WGS_1984_Web_Mercator_Auxiliary_Sphere
 Created by Connecticut Metropolitan Council of Governments



Item # *66-20 Consent Calendar

Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program.



**Report
of
Committee
On**

CEA and Environment

City Council Meeting Date: June 7, 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 24 AM 11:49
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

Item No. *66-20 Consent Calendar

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

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

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

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

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *66-20 Consent Calendar

-2-

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

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

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

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

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

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



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *66-20 Consent Calendar

-3-

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

M. Evette Brantley, **Co-Chair**

Maria I. Valle, **Co-Chair**

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: June 7, 2021

CITY OF BRIDGEPORT
2021 Connecticut Neighborhood Assisted Act
Organization Program Amount

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

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

\$50,000.00

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

\$40,000.00

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

\$150,000.00

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

\$150,000.00

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

\$50,000.00

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

\$50,000.00

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

\$14,999.00

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

\$150,000.00

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

\$150,000.00

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

\$150,000.00

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

\$150,000.00

22. University of Bridgeport- Adding Energy Effectiveness

\$150,000.00

23. University of Bridgeport- Jobs for Bridgeport

\$150,000.00

24. Connecticut Housing Partners- Yale Street Commons Efficiency Upgrades

\$150,000.00

25. The Center for Family Justice, Inc. Empower House Project.

\$100,000.00

Please Note: Mayor Did Not Sign Report

Item # 34-20

Resolution for Honorary Naming of Paper Street traversing the parking lot of the House of God Community Church on Stratford Avenue as "Bishop Ronnie Brayboy Way".



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: June 7, 2021

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

RECEIVED
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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 34-20

RESOLUTION

WHEREAS, the members of the House of God Community Church would like to request a street sign named in honor of our pastor Bishop Ronnie Brayboy. Bishop Brayboy has been a pillar in the pulpit as well as the Stratford Avenue community so we would like it placed on the paper street traversing the parking lot of the House of God Community Church on Stratford Avenue; and

WHEREAS, Bishop Brayboy has been a faithful soldier of service for over forty plus years, therefore he is well seasoned in his ministerial call. The House of God Community Church has been located in the community for over twenty years; and

WHEREAS, under the leadership of Bishop Brayboy the church served the community by operating a soup kitchen that fed the needy as well as the greedy for an entire decade. The operation offered nourishment, clothes and of course bible study along with prayer. The House of God community Church also serves the community with a free annual cookout. This was the first time in ten years that the cookout was not held due to obvious circumstances; and

WHEREAS, Bishop Brayboy is called to visit the sick wherever they are. As a faithful servant he goes to them armed with prayer and the holy spirit offering hope, healing, and salvation. He also officiates weddings, funerals and even counsels when he is needed. Bishop Brayboy allows Baker's Funeral Home, which is located across the street to use the parking lot when needed for overflow; and

WHEREAS, Bishop Brayboy is married to First Lady Elderess Mildred Brayboy and they will celebrate their sixty third wedding anniversary on April 30th, 2021. Out of this union came four children, eight grandchildren and six great grandchildren; and

WHEREAS, to show Bishop Brayboy appreciation for all of his years of service, we would like to honor him with a street sign named in his honor.

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council to honor and show appreciation for his years of service that the paper street traversing the parking lot of the House of God Community Church on Stratford Avenue be named honorarily as "Bishop Ronnie Brayboy Way" with appropriate signage denoting that honor placed on that location.

-Photographs of paper street location along with Petition attached-



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 34-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

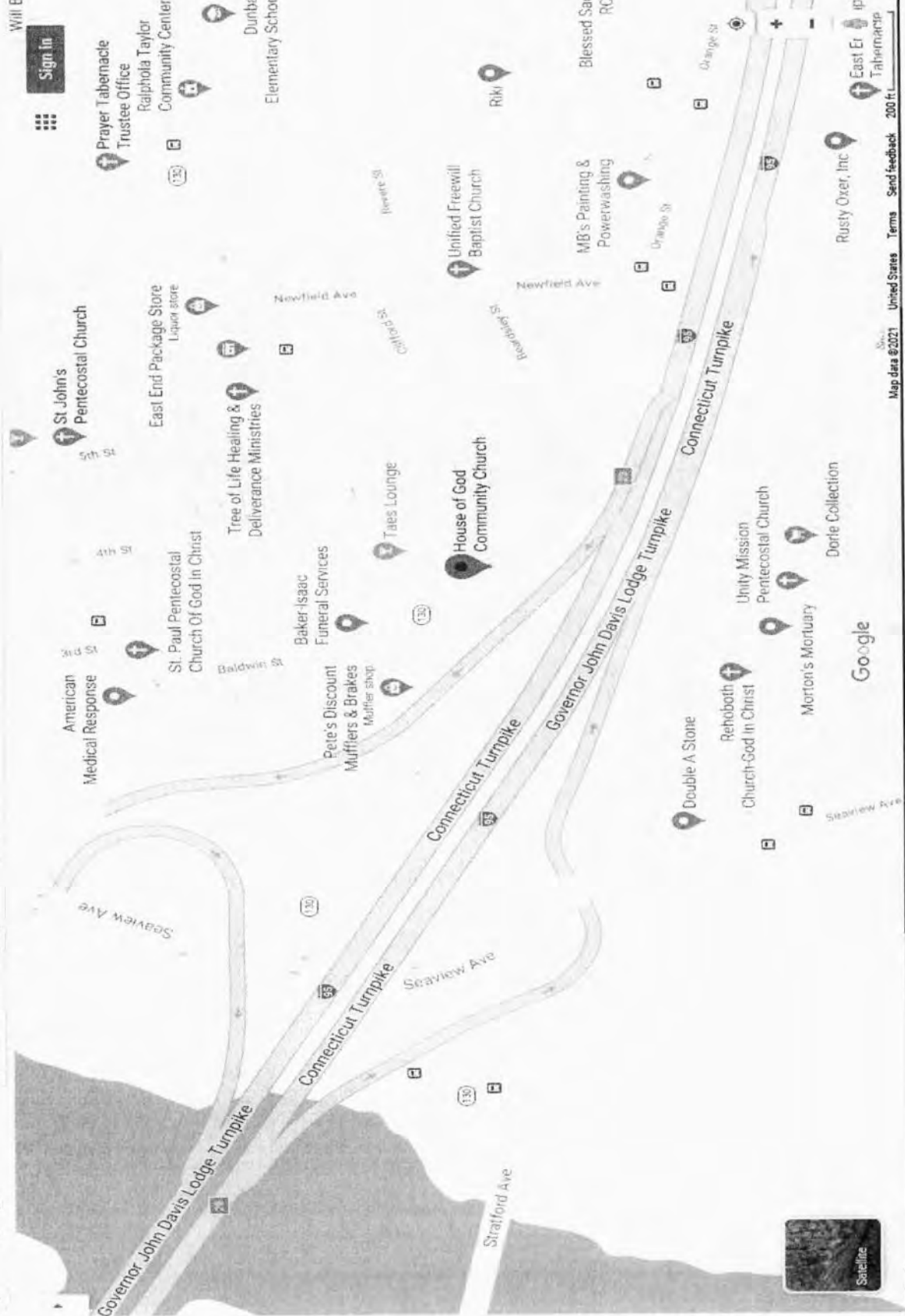
Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

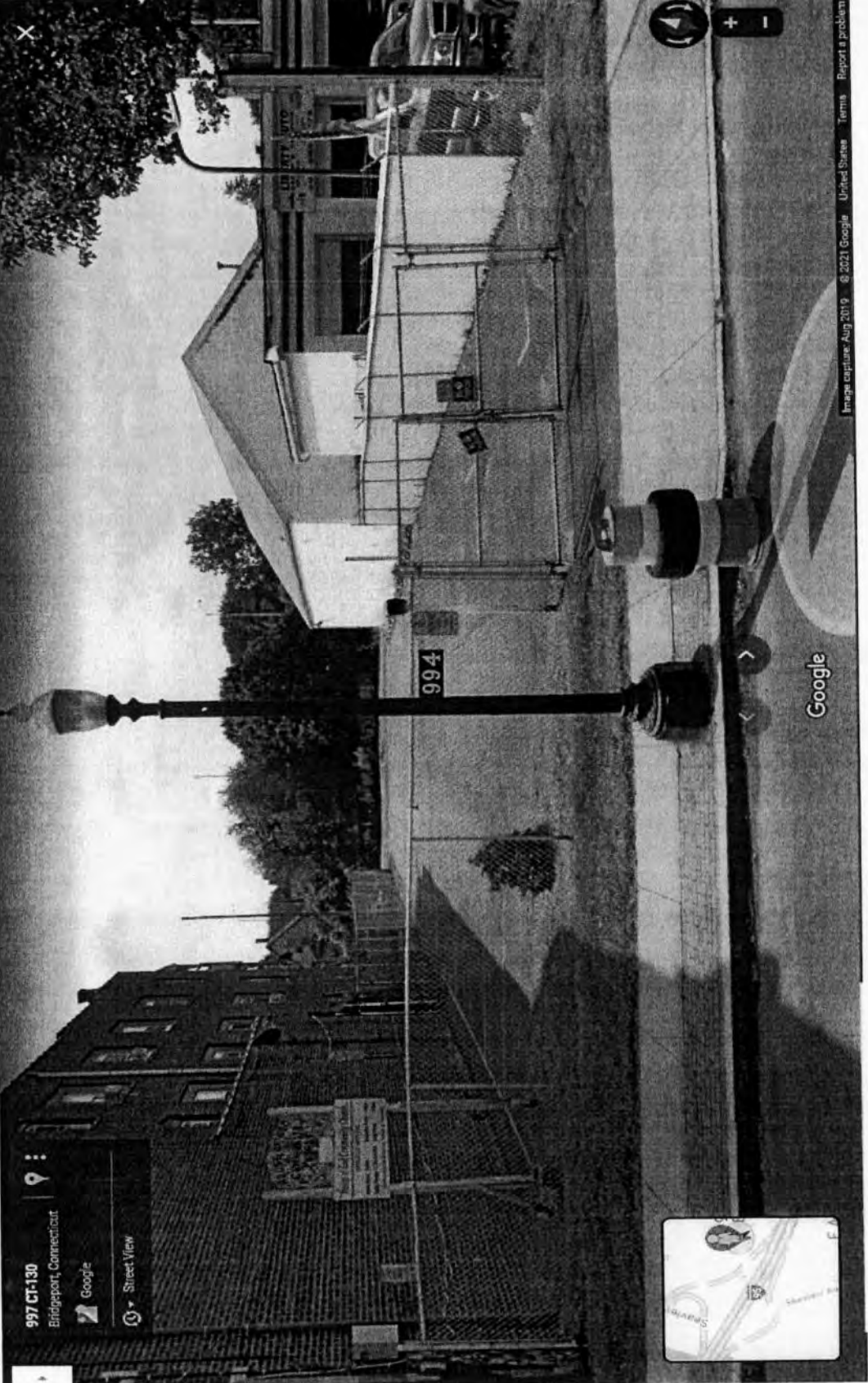
City Council Date: June 7, 2021



Satellite

Google





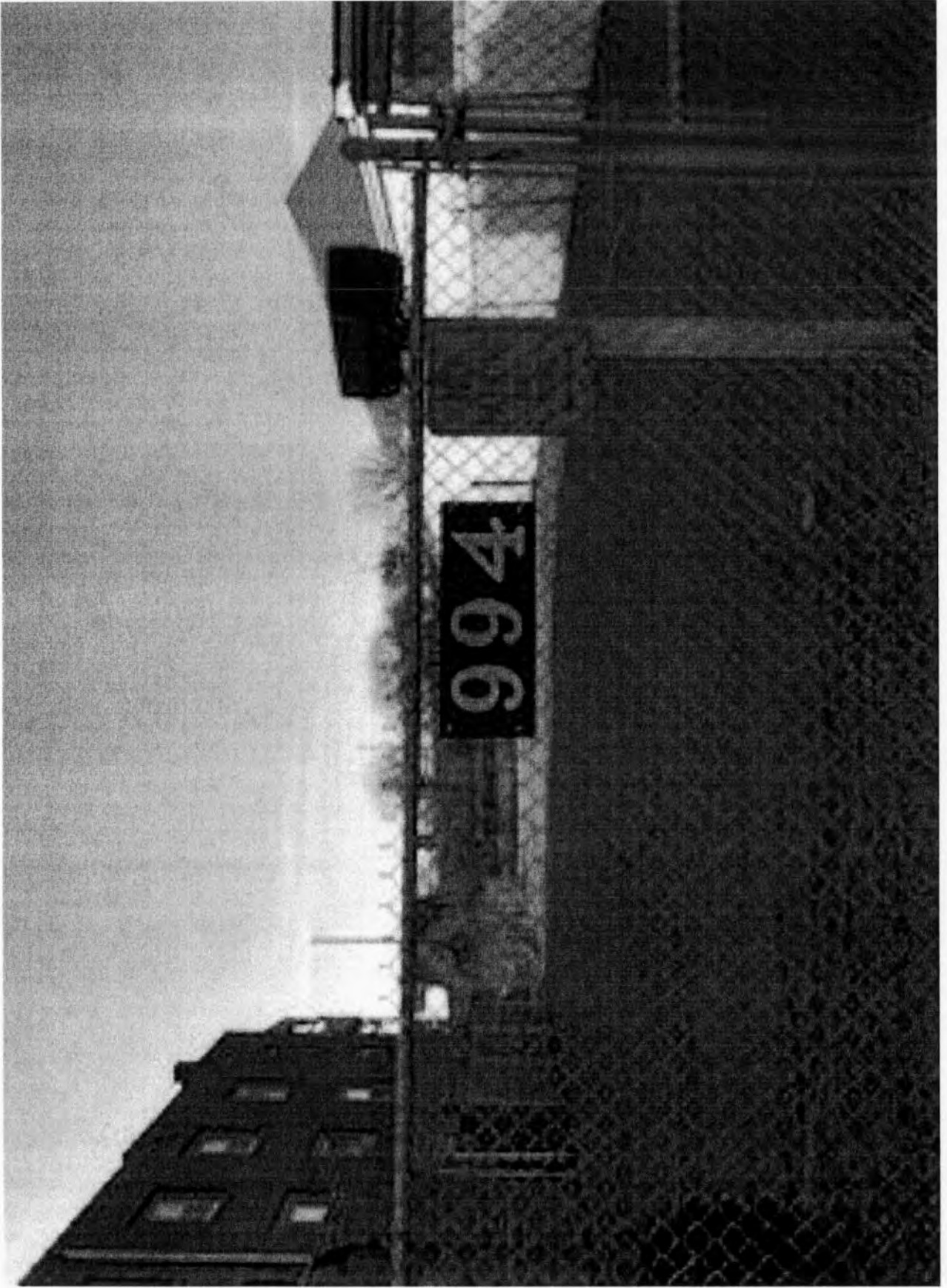
997 CT-130
Bridgeport, Connecticut
Google
Street View

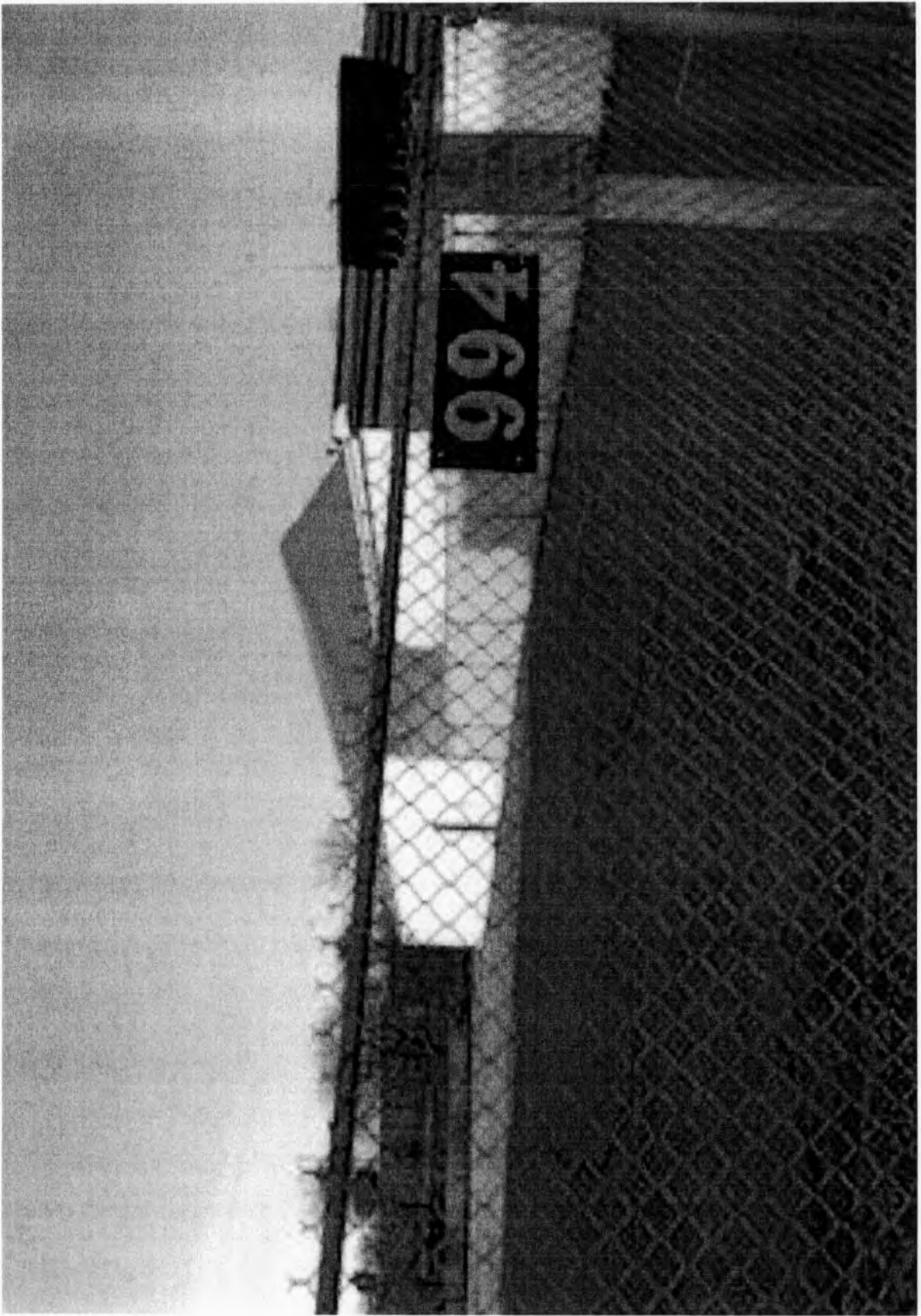
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House of God Community Church
SOCIETY OF WOMEN
1005 N. 10th St. Milwaukee, Wis. 53233
Sunday Service 10:30am - 12:00pm
Phone 442-1111





*House of God Community Church
994 Stratford Avenue
Bridgeport, CT 06607
Bishop Ronnie Brayboy Sr.
Pastor and Founder*

PETITION
HONORARY STREET NAME

February 27, 2021

To: Councilman Newton
Councilwoman Martinez

The members of the House of God Community Church would like to request a street sign named in honor of our pastor Bishop Ronnie Brayboy. Bishop Brayboy has been a pillar in the pulpit as well as the Stratford Avenue community so we would like the corner of Stratford Avenue and Baldwin Street if possible.

Bishop Brayboy has been a faithful soldier of service for over forty plus years, therefore he is well seasoned in his ministerial call. The House of God Community Church has been located in the community for over twenty years.

Under the leadership of Bishop Brayboy the church served the community by operating a soup kitchen that fed the needy as well as the greedy for an entire decade. The operation offered nourishment, clothes and of course bible study along with prayer. The House of God community Church also serves the community with a free annual cookout. This was the first time in ten years that the cookout was not held due to obvious circumstances. Prayerfully this summer the cookout will be back!

Bishop Brayboy is called to visit the sick wherever they are. As a faithful servant he goes to them armed with prayer and the holy spirit offering hope, healing and salvation. He also officiates weddings, funerals and even counsels when he is needed. Bishop Brayboy allows Baker's Funeral Home, which is located across the street to use the parking lot when needed for overflow.

Bishop Brayboy is married to First Lady Elderess Mildred Brayboy and they will celebrate their sixty third wedding anniversary on April 30th, 2021. Out of this union came four children, eight grandchildren and six great grandchildren.

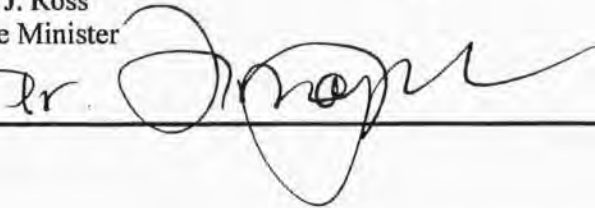
To show Bishop Brayboy appreciation for all of his years of service, we would like to honor him with a street sign named in his honor. Thank you for your sincere and prompt consideration of our request.

Sincerely,

Mona L. Brayboy
Secretary
HGCC



Dr. Irma J. Ross
Associate Minister
HGCC



ENCL: Please see the attached signatures in support of our request.

Item# 42-20

Grant Submission: re Resolution - Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program (#21210 & #21483).



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: May 17, 2021

Tabled & Ref'd Back to Committee: May 17, 2021

Resubmitted: June 1, 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

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **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) Assistance to Firefighters Grant (AFG) Program
(#21210 & #21483)**

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 **Assistance to Firefighters Grant Program**; and

WHEREAS, funds under this grant will be used for the safety of the public and firefighters with respect to fire and fire-related hazards; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **Department of Homeland Security FEMA** to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability and support community resilience.

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 **Assistance to Firefighters 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

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

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: May 17, 2021 Tabled & Ref'd Back to Committee
Resubmitted: June 7, 2021

Item # 45-20

Resolution to conduct an Informational Meeting with Police Chief, Fire Chief and Emergency Management Director regarding use of Fire Police volunteers.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: June 7, 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

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 45-20

WHEREAS, the Bridgeport City Council is committed to improving the ability of our fire and police departments to better serve the community, become better able to combat crime, and maintain public safety; and

WHEREAS, Fire Police are volunteer fire brigade/company members who, based upon their jurisdictional authority, receive sworn police powers, special training, and support firefighting efforts at emergency incidents; and

WHEREAS, in addition to securing firefighting equipment, incident and fire scenes, and the station itself, fire police perform traffic and crowd control. In some locations fire police are exterior firefighters and may be called upon at fire scenes to perform any of the duties of an interior firefighter except those that require a self-contained breathing apparatus; and

WHEREAS, Fire police are often called upon by police and other law enforcement agencies to provide additional manpower, fire police when on the scene may allow the police to concentrate on other more specific areas of expertise; and

WHEREAS, on occasion, fire police also assist regular police: they perform road closures, traffic control, crowd control at public events, missing persons searches, parade details, salvage, security, and other miscellaneous tasks as requested; and

WHEREAS, Connecticut is one of fourteen states that use Fire Police volunteers and their use is spelled out in Connecticut statute Chapter 104, Section 7-313a; and

WHEREAS, unlike many other fire police departments, those in Connecticut do not necessarily have police powers or act as sworn agents of a body of government, their authority flows directly from the fire chief of their parent fire department; however, this authority relates only to fire drills, emergencies within the fire district, and mutual aid situations; and

WHEREAS, the state of Connecticut requires that fire police officers are officially appointed by the fire chief, and it provides them with, among other things, distinctive badges of office, headgear, reflective equipment; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 45-20

-2-

WHEREAS, the viewpoints of Bridgeport's Police Chief, Fire Chief, and Emergency Management Director should be obtained in order to determine if Fire Police volunteers usage can be refined for urban use in order to improve the ability of police, fire and emergency management to better serve the community and meet the needs of today's Bridgeport.

NOW, THEREFORE, BE IT RESOLVED, by the Bridgeport City Council that the Police Chief, Fire Chief, and Emergency Management Director come before the Council Committee on Public Safety and Transportation to give their viewpoints on if Fire Police volunteers usage, as defined in Connecticut statute Chapter 104, Section 7-313a, can be refined for urban use in order to improve the ability of police, fire and emergency management to better serve the community and meet the needs of today's Bridgeport; and

BE IT FURTHER RESOLVED, that the Committee on Public Safety and Transportation report back to the City Council on their findings and any recommendations it has on implementing the use of Fire Police volunteers; **and**

BE IT FURTHER RESOLVED, that the informational meeting be held jointly with Public Safety and Contracts Committee.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 7, 2021



FIRE POLICE OFFICERS

By: Veronica Rose, Chief Analyst

FIRE POLICE OFFICERS

- Fire police officers are appointed by fire department chiefs.
- They are not peace officers and have no arrest powers.
- Their role is limited to traffic control and regulation at a fire drill or fire emergency.
- Disobeying the signals of a fire police officer directing traffic while performing his or her duties is an infraction.

QUESTION

Who are fire police officers? What do they do?

FIRE POLICE OFFICERS

The law authorizes municipal fire chiefs, within available appropriations, to appoint "fire department members or other persons," as they deem necessary, to be fire police officers (CGS § 7-313a of the 2014 supplement).

Such officers have the powers and perform the duties designated to them and authorized by their appointing authority. Their powers and duties include controlling and regulating traffic during fire drills or fire calls or at other times while serving with their fire department, any other fire department in an adjoining municipality or district, or any fire department rendering mutual aid (CGS § 7-313a of the 2014 supplement).

Fire police officers are not "police officers" as defined in CGS § 7-294a. This section defines a "police officer" as a sworn member of an organized police department, appointed constable who performs criminal law enforcement duties, certain appointed special policemen, or a law enforcement unit member who performs police duties. Fire police officers are not authorized to make arrests and a fire chief cannot grant them this authority. Also, they are not subject to the authority of the Police Officer Standards and Training Council, which is responsible for training and certifying municipal police officers (among others) in the state (Attorney General's opinion, Sept. 21, 1993).

When performing their duties, fire police officers must wear their fire police badge in plain view. When directing traffic, they must wear a helmet with the words "Fire Police" in red letters on the front; any other headgear that meets national, state, and local traffic safety standards; or a regulation fire-police dress uniform cap. They must also wear a traffic safety vest and carry a flashlight that has a red or orange wand, both meeting specifications in law, and use a hand-held or portable traffic control device appropriate for the time of day, weather, and traffic flow.

The law allows a town's legislative body, by ordinance, to give property tax relief to volunteer fire police officers in the form of an (1) abatement of up to \$1,000 in property taxes due for any fiscal year or (2) exemption applicable to the assessed value of real or personal property up to an amount equal to \$1 million divided by the mill rate, in effect at the time of assessment, expressed as a whole number of dollars per \$1,000 of assessed value (CGS § 12-81w).

VR:am

Connecticut Fire Police Association

What We Do

Fire Police are often some of the first to arrive in response at the scene of a fire emergency. They often find and identify incident locations and addresses in order to direct other responders to the right location. This saves time which often makes the difference in the preservation of life and property. Fire Police are also tasked with securing the scene from vehicular and pedestrian traffic. Fire Police are a specialized type of first responder that are tasked with locating & identifying incidents, clearing access to emergency scenes for other responders and diverting traffic from areas affected by fire emergencies. Fire police can also close roads and traffic lanes to secure an area of operation and detour traffic safely away from emergency areas. This improves the ability to access the emergency by other agencies and allows for real time information & scene assessment as well as providing public safety and overall communication and coordination roles for involved agencies. Fire Police also play a critical role in rural emergency response by securing and providing traffic control for other fire emergency vehicles along water supply routes where time equals getting water on scene. Providing multi functions services to responding agencies allows Law Enforcement Officers, Firefighters and EMS to focus on saving lives and property and helps to ensure fast and accurate response when every second counts. After all the other responders and apparatus have cleared an incident, Fire Police are often the last emergency personnel to leave. The job that Fire Police do is dangerous and involves working in unforgiving and potentially dangerous situations with irate individuals and frustrated drivers.

https://en.wikipedia.org/wiki/Fire_police

A note on our founder: The Connecticut Fire Police Association was founded in 1987 by Maurice "Moe" Brown where he was President until 1992. He was honored by the organization with a lifetime membership in 1993. He also served as an advocate for better fire police training programs. Mr. Brown was an auxiliary police officer for the Groton Town and City Police Departments where he served as a traffic control officer. He also served as a probation officer for the state of Connecticut. Mr. Brown was a volunteer fire fighter for the Old Mystic Fire Department, as well as a member of the Fire Police Associations for both Old Mystic and Poquonnock Bridge Fire Departments.



LEGISLATION INTRODUCED CLARIFYING THAT FIRE POLICE ARE PUBLIC SAFETY OFFICERS

May 29, 2018

On May 15, Senators Richard Blumenthal (D-CT) and Patrick Toomey (R-PA) introduced S. 2871, the Fire Police Fairness Act. S. 2871 (<https://www.congress.gov/bill/115th-congress/senate-bill/2871>) is identical to H.R. 3918 (<https://www.congress.gov/bill/115th-congress/house-bill/3918>), which was introduced in the House of Representatives last October by Representative Joe Courtney (D-CT) with a bi-partisan group of 19 original cosponsors.

The Fire Police Fairness Act establishes "fire police officer" as a new category of public safety officer, defined as an individual who, "is serving in accordance with State or local law as an officially recognized or designated member of a legally organized public safety agency..." and "provides scene security or directs traffic in response to any fire drill, fire call, or other fire, rescue, or police emergency...".

Fire police officers are typically volunteer members of fire departments who perform traffic incident management duties at emergencies and planned special events. According to a 2011 report from the National Fire Protection Association, from 1991-2010 there were 68 line-of-duty deaths suffered by fire police officers in the United States.

Historically, fire police officers were considered public safety officers based on the fact that they respond to emergencies in an official capacity as members of volunteer fire departments. In 2006, the Department of Justice implemented new PSOB regulations that established a narrow definition of "firefighter" that resulted in some fire police officers losing eligibility for PSOB. Although many fire police are able to qualify for PSOB as firefighters or police officers, there have been cases where a fire police officer suffered a fatal injury while responding to an incident as a member of a fire department and the PSOB application was denied.

"The National Volunteer Fire Council (NVFC) strongly supports the Fire Police Fairness Act," said NVFC Chair Kevin D. Quinn. "Fire police officers perform a vital public safety function. In those rare unfortunate instances in which fire police officers are killed or become permanently disabled as a result of an injury suffered in the line of duty they should be eligible for the same benefits as any other public safety officer."



(https://secure.mycalcas.com/workhardplayhard2021?hidLeadSob=0000077&cc_group=NVFC&cc_medium=Banner)

Backyard

SHED / PLAYSET
INSTALLERS
NEEDED
NATIONWIDE

Work when YOU want
Paid Training
Weekly Paycheck! (<a class=

YEAR ROUND WORK



CLICK TO APPLY
or call us
734-365-7000



(<https://www.guidestar.org/profile/39-1274172>)



(<https://www.charitynavigator.org/ein/391274>)
(<https://twitter.com/NVFC>)

(<https://www.facebook.com/nvfc1/>)



(<https://www.instagram.com/mynvfc/>)

(<https://www.youtube.com/user/NVFCcommunications>)

Fire Service (<https://www.nvfc.org/firefighters/>)

EMS/Rescue (<https://www.nvfc.org/ems/>)

NVFC Programs (<https://www.nvfc.org/programs/>)

About The NVFC (<https://www.nvfc.org/about/>)

News & Events (<https://www.nvfc.org/news/>)

Media (<https://www.nvfc.org/press-room/>)

Contact (<https://www.nvfc.org/contact/>)

Join (<https://www.nvfc.org/join-nvfc/>)

Sec. 7-313a. Fire police. The authorities having the supervision of the fire department of any town, city, borough or district may appoint such number of fire department members or other persons, within available appropriations, as they deem necessary to be fire police officers of such municipality or district, who shall have the powers and perform the duties in such municipality or district as designated and authorized by the fire chief of such municipality or district, and such fire police officers may exercise such powers and duties in any other municipality or district while on duty with the fire department or with a cooperating fire department, where the department is engaged in mutual assistance. Such powers and duties shall include traffic control and regulation and may be exercised by such fire police during any fire drill or fire call or at any other time when such fire police are serving with the fire department, with any other fire department in another municipality or district or with any fire department rendering mutual assistance. Each such fire police officer while in the performance of fire police duties shall wear the badge of office in plain view of any observer. Each such fire police officer, while directing traffic in performance of the duties of fire police, shall (1) wear (A) a helmet with the words "Fire Police" in red letters on the front thereof, any other headgear that meets national, state and local traffic safety standards or a regulation fire-police dress uniform cap, and (B) a traffic safety vest, orange or lime green raincoat or any reflectorized orange or lime green outer clothing, that meets national, state and local traffic safety standards, (2) carry a flashlight, which shall have a red or orange wand and be capable of projecting a clear light for the purpose of illumination at nighttime, and (3) utilize hand-held or portable traffic control devices appropriate for the time of day, weather and traffic flow. Such helmet, cap, vest, raincoat or outer clothing, badge, traffic control equipment and flashlight may be supplied by the appointing municipality or district. Any person who violates this section by failing to obey any signal given by a fire police officer directing traffic in performance of the duties of fire police shall be deemed to have committed an infraction.

(1961, P.A. 444; February, 1965, P.A. 172, S. 1; 1967, P.A. 83; 1971, P.A. 80; P.A. 88-142, S. 1, 2; P.A. 91-115; P.A. 02-20, S. 1; P.A. 03-181, S. 2; P.A. 09-137, S. 1; P.A. 13-271, S. 54.)

History: 1965 act added provisions concerning helmet, badge and flashlight as required accoutrements during performance of duties; 1967 act allowed appointment of fire police in numbers deemed necessary, removing former limit of twelve; 1971 act deleted provision limiting term of appointment to one year and added provisions concerning wearing of dress uniform caps and safety vests or orange raincoats; P.A. 88-142 allowed appointment of fire police within available appropriations and provided that they have the powers and duties designated by the fire chief, instead of the powers and duties of special constables; P.A. 91-115 permitted fire policemen to wear reflectorized orange outer clothing and required such policemen to carry a flashlight with a red wand while directing traffic after dark or in inclement weather; P.A. 02-20 allowed officers to wear lime green raincoat or outer clothing and made technical changes for purposes of gender neutrality, effective May 6, 2002; P.A. 03-181 added Subdiv. designators and made technical changes, inserted "in performance of the duties of fire police" re directing traffic, amended provisions designated as Subdiv. (1) by requiring fire police gear to meet national, state and local traffic safety standards, amended provisions designated as Subdiv. (2) by allowing the use of a flashlight with an orange wand, added provisions designated as Subdiv. (3) to require fire police to use hand-held or portable traffic control devices while directing traffic, and removed mandate that municipalities and fire districts supply fire police with certain gear and

traffic control equipment; P.A. 09-137 provided for appointment of fire department members, deleted references to "adjoining" municipality, authorized officers to wear any headgear that meets national, state and local traffic safety standards and made conforming changes; P.A. 13-271 added provision re violation of section for failure to obey signal given by fire police officer directing traffic deemed an infraction.

Item # 71-20

Installation of a Streetlight on Utility Pole #6365 located at 1259 Kossuth Street.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: June 7, 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 24 AM 11:50
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 71-20

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.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

Denese Taylor-Moye, D-131st, **Co-Chair**

Jeanette Herron, D-133rd

Michelle A. Lyons, D-134th

Eneida Martinez, D-139th

Maria Pereira, D-138th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 7, 2021



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



An AMEREN

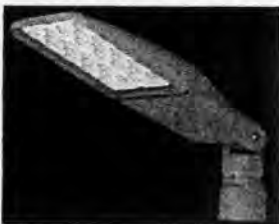
LED Overhead Fixture Price Sheet

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 06604-4027
Telephone (203) 577-2111
Fax (203) 577-734

JOSEPH P. MANIA
Mayor

JOSEPH P. MANIA
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



JOSEPH P. GANIM
Mayor

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

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.

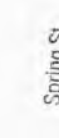
Yours,

Maria Ines Valle

Maria Ines Valle
Councilwoman
137th Council District

Aidee Nieves
City Council President
and 137th Council District

Sign In

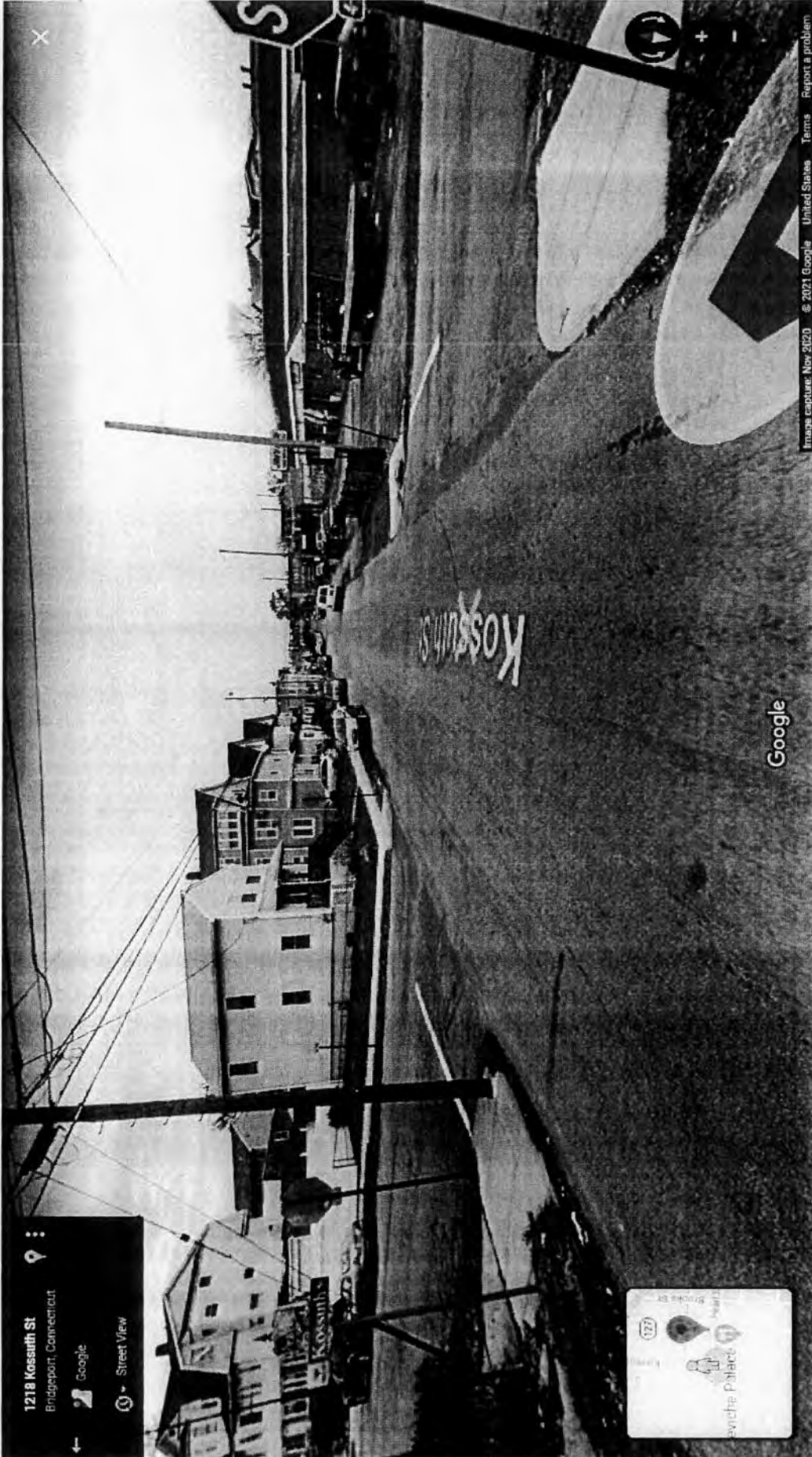




1218 Kossuth St
 Bridgeport, Connecticut

Google

Street View



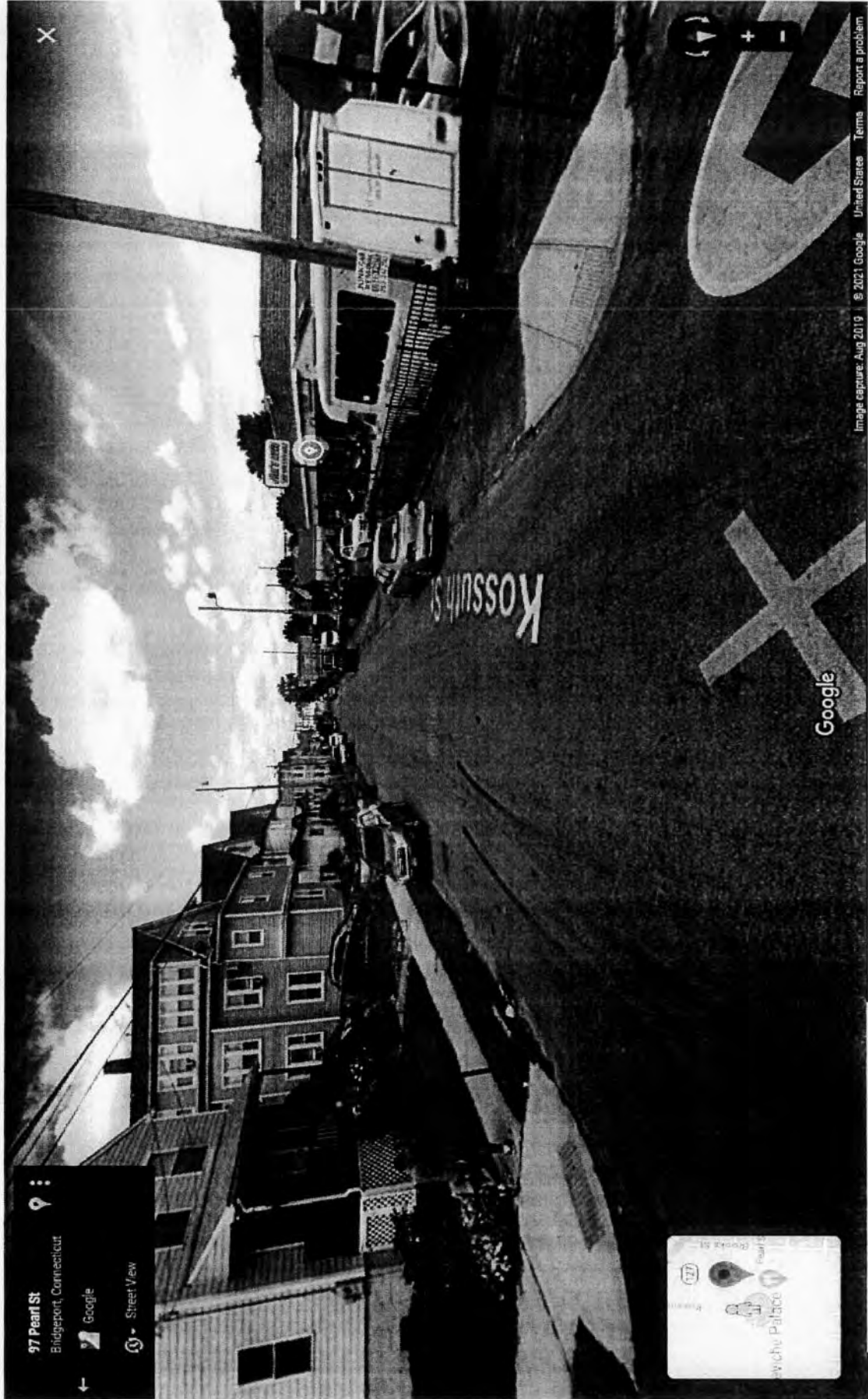
Eviction Pallack

Brook St

1227

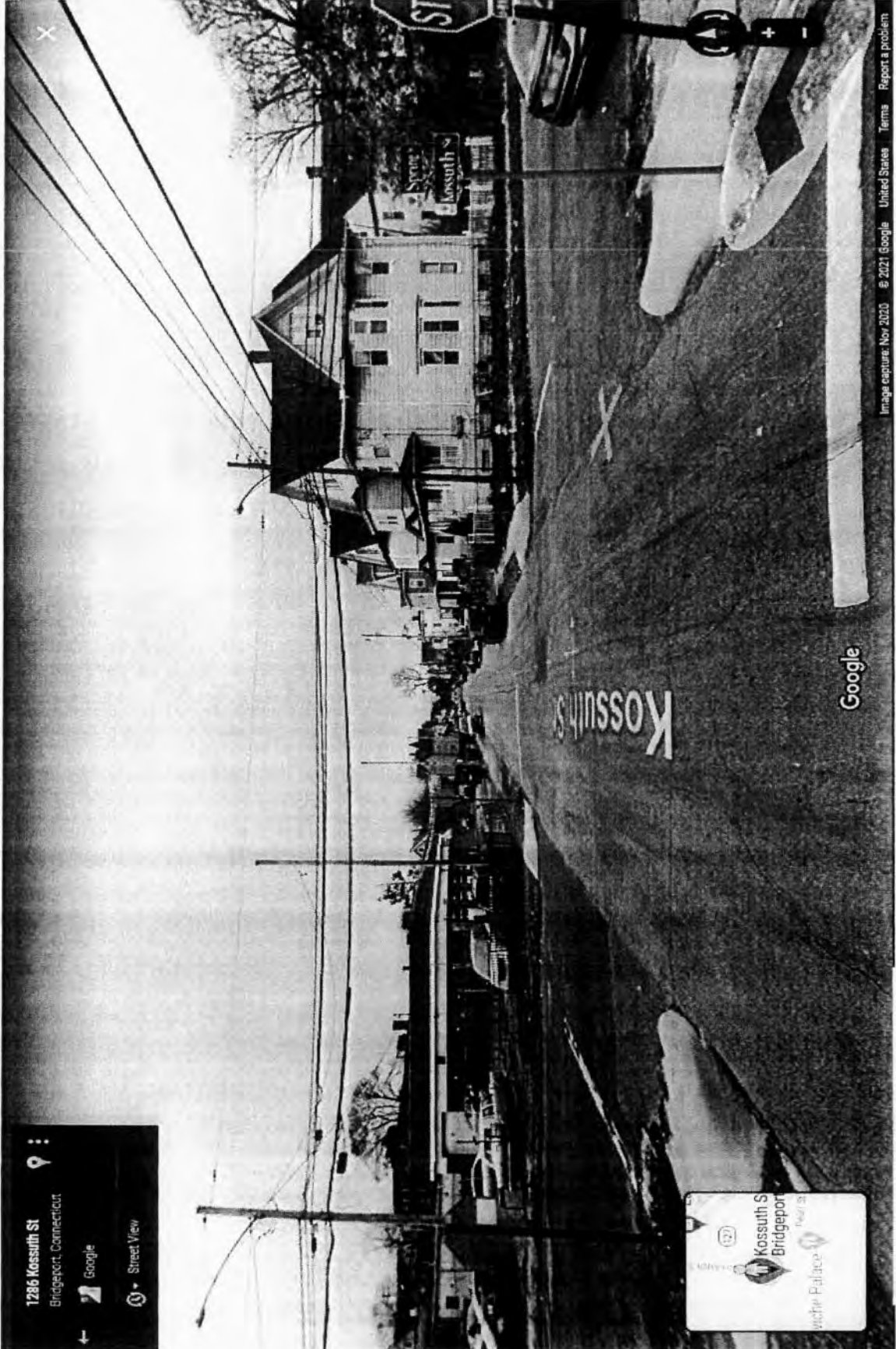
1228

Google

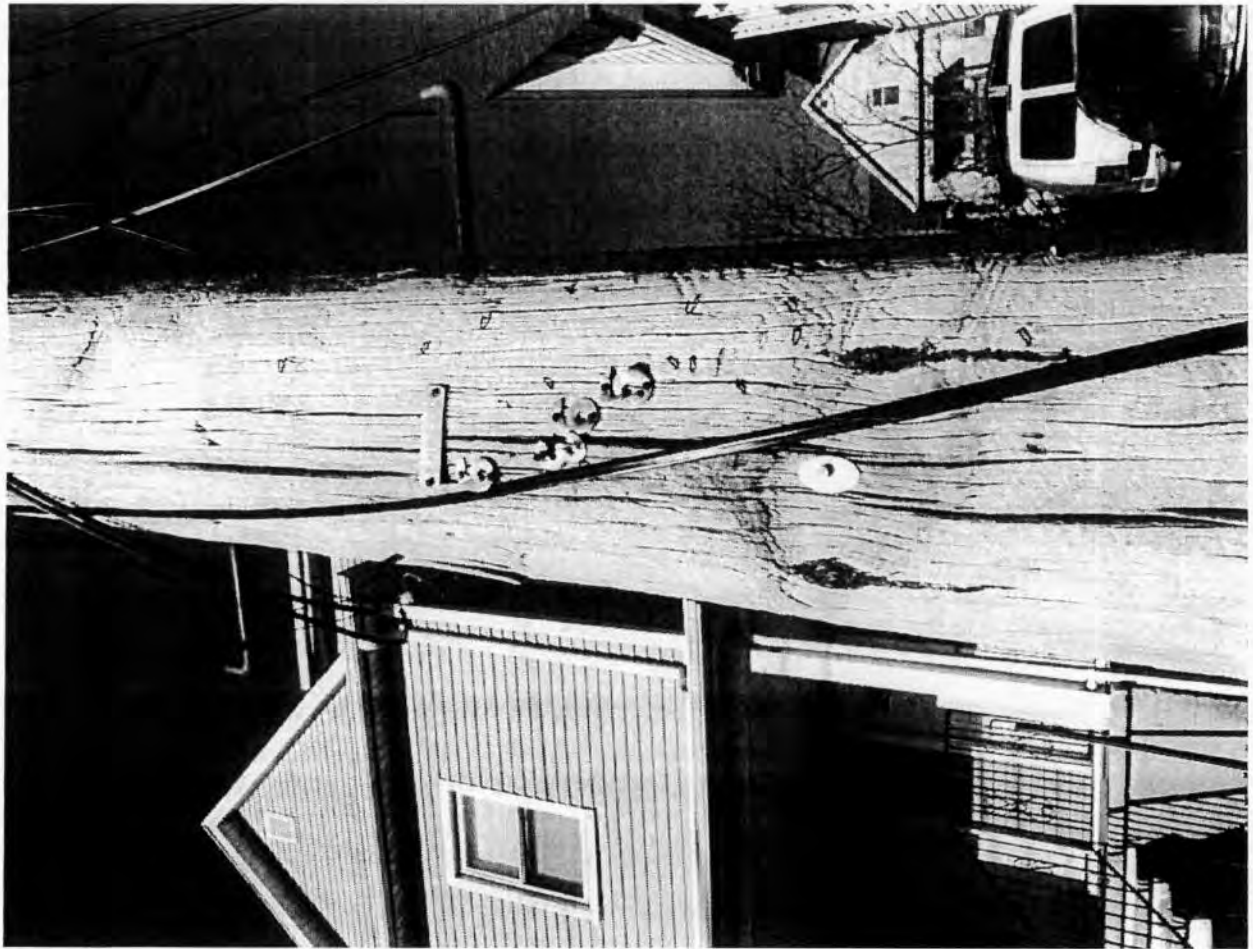


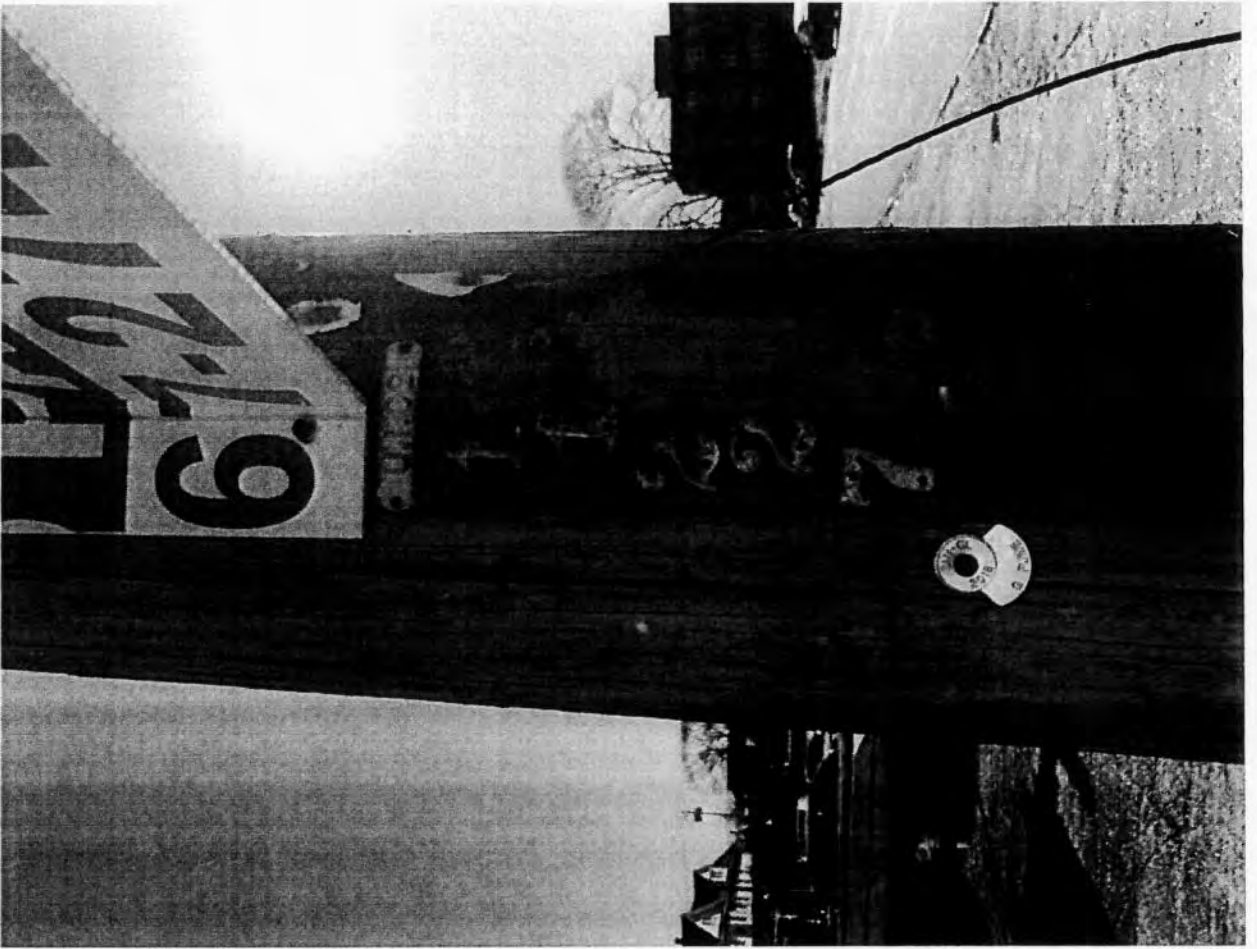
1286 Kossuth St
 Bridgeport, Connecticut

Google
 Street View



Google





Item# 68-20

Grant Submission: re CT Department of Education AccelerateCT Summer Program Innovation Grant Program (#21681). **DENIED**



**Report
of
Committee
on**

Education & Social Services

City Council Meeting Date: June 7, 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



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 68-20

**A Resolution by the Bridgeport City Council
Regarding the
CT Department of Education
AccelerateCT Summer Program Innovation Grant Program (#21681)**

WHEREAS, the CT Department of Education is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the American Rescue Plan of 2021 under the Elementary and Secondary School Emergency Relief Fund; and

WHEREAS, funds under this grant will be used to provide educational and enrichment summer programming to high school students; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the CT Department of Education to address the disproportionate impact of COVID-19 on the academic, social and emotional needs of students.

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

1. That it is cognizant of the City's grant application to and contract with the CT Department of Education for the purpose of the AccelerateCT Summer Program Innovation Grant Program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the CT Department of Education - AccelerateCT Summer Program Innovation Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on **Education and Social Services**
Item No. 68-20

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
EDUCATION AND SOCIAL SERVICES

Jorge Cruz, Sr., *Co-Chair*

Avelino D. Silva, *Co-Chair*

Maria H. Pereira

Samia S. Suliman

Marcus A. Brown

Michelle A. Lyons

Michael A. Defilippo

City Council Date: June 7, 2021 (DENIED)



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
AND ENVIRONMENT AND CONTRACTS**



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

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

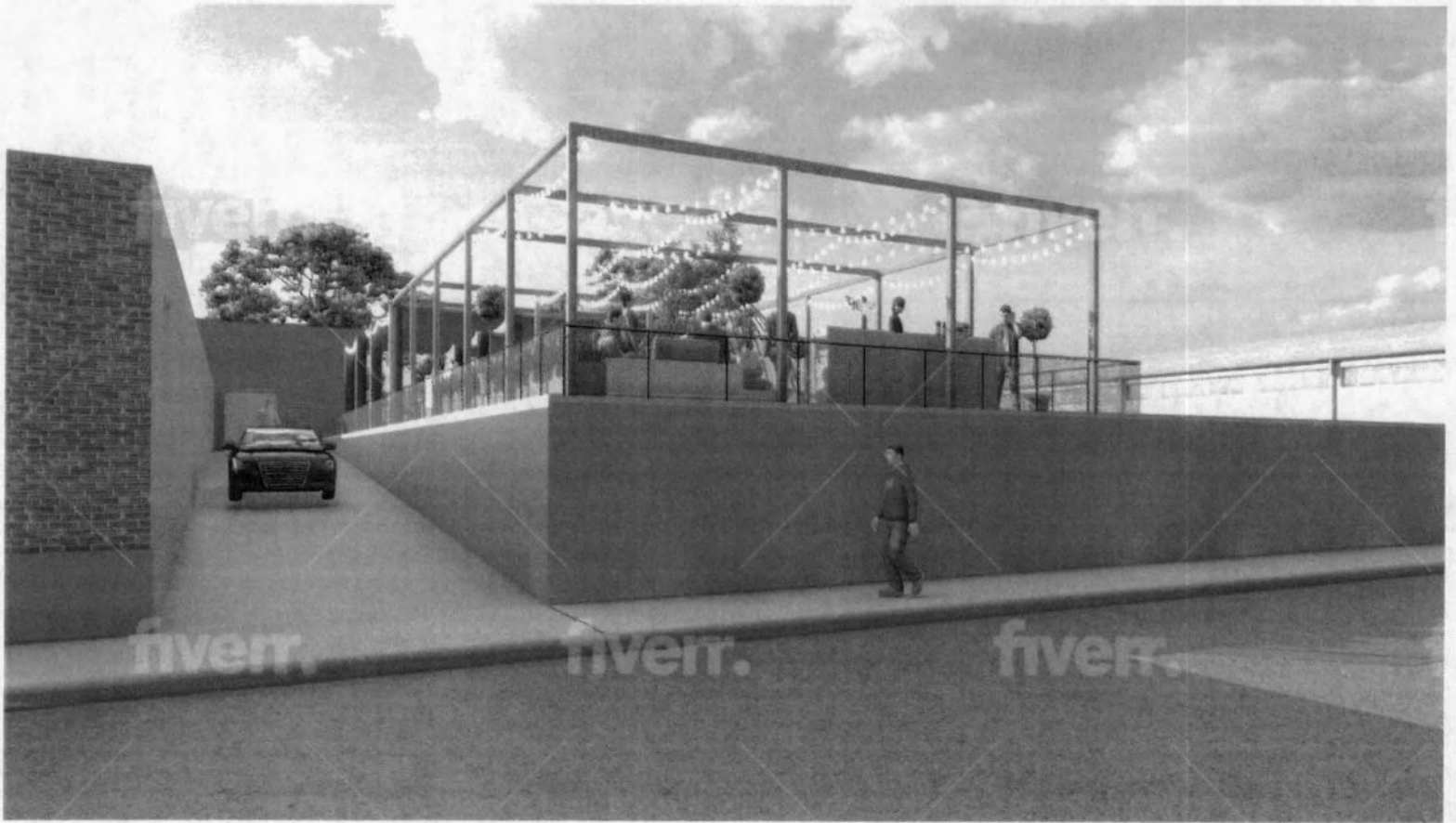
Initial Improvements

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.

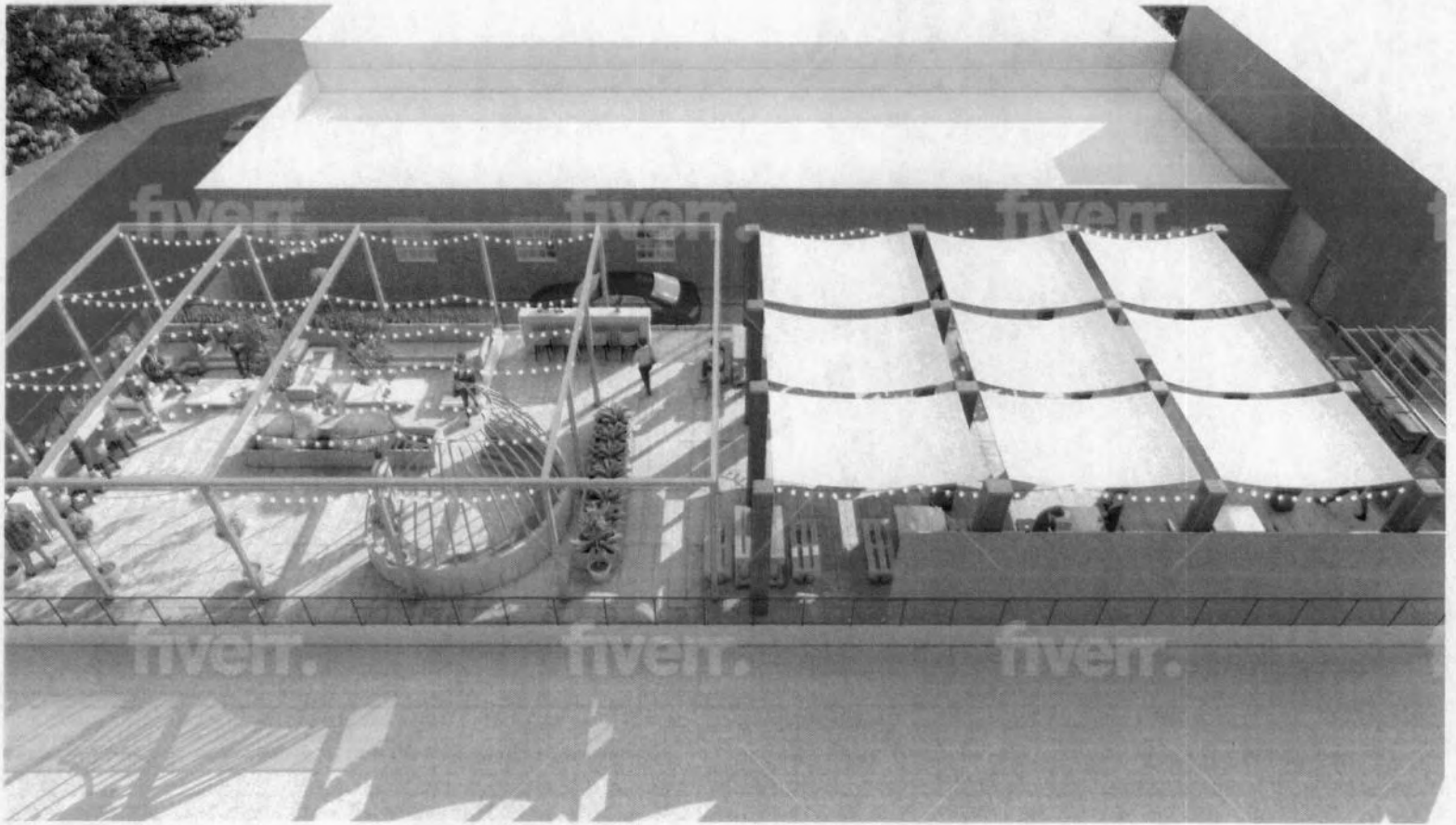
Exhibit 3

The Project





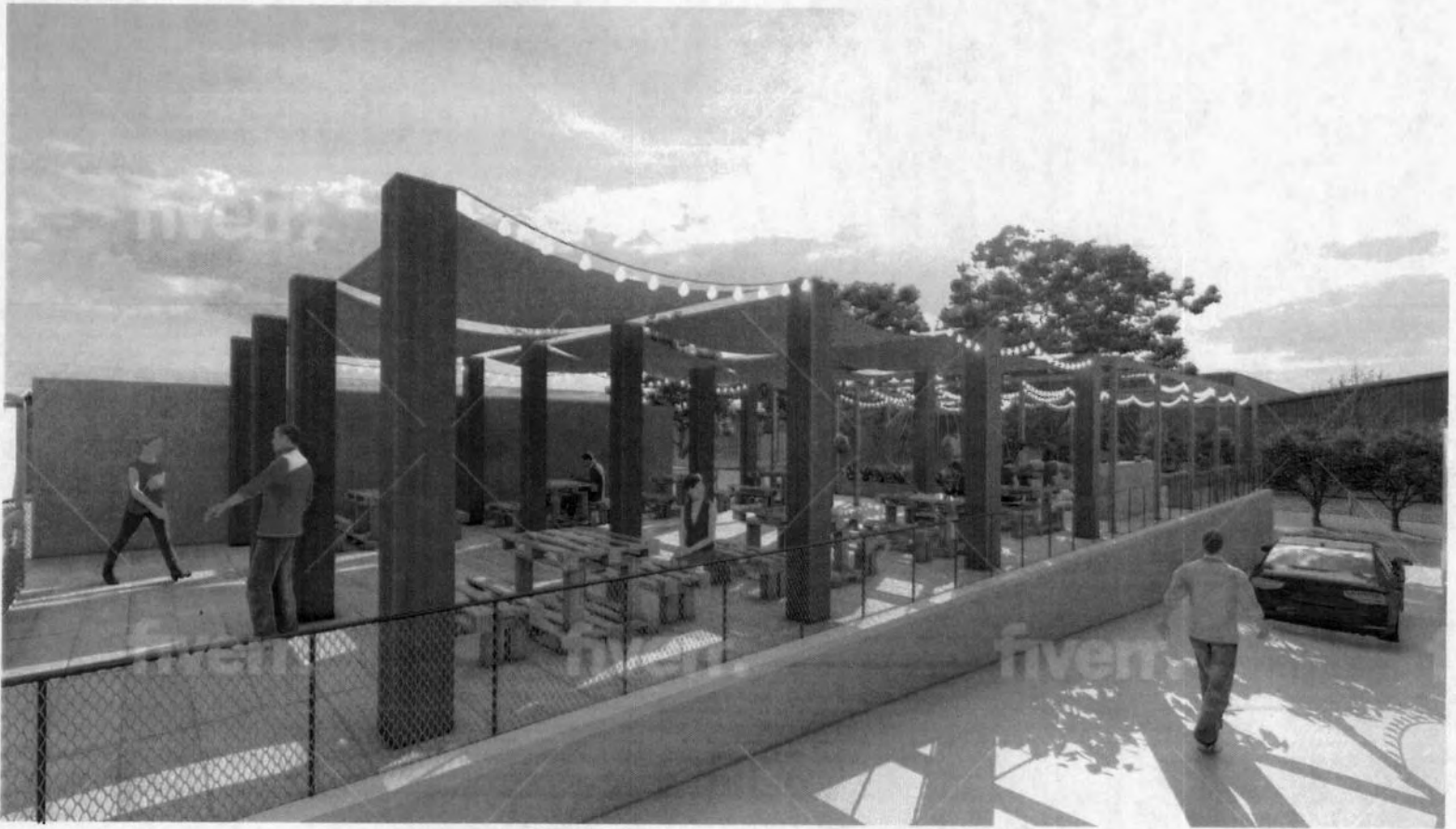












CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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Telephone (203) 576-7647
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May 25, 2021

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

RECEIVED
CITY CLERKS OFFICE
21 MAY 26 AM 10:33
ATTEST
CITY CLERK

Re: Item No. 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. *Legal Opinion re Public Hearing*

Dear City Councilmembers,

The public hearing in connection with the above-referenced item, which was scheduled for May 17, 2021 at 7:00PM, was tabled due to some confusion as to whether a public hearing was required. Please be advised that a public hearing is not required for the matter and therefore, the item may proceed, upon receipt of a 8-24 report from the Planning and Zoning Commission ("P&Z"), without a public hearing for the reasons discussed below.

For background, the item involves a short-term (1.5 years) lease of a small portion (3,000 sq. ft.) of a 1.25-acre City-owned lot located at 80 Hasting Street. The lease agreement would allow Fifth Street Distillery to create an outdoor seating area (on the 3,000 sq. ft. slab) to serve food and drink upon receipt of the appropriate zoning approvals as required by Section 6.3 of the proposed lease. Leasing the property requires referral to the Planning and Zoning Commission

pursuant to Conn. Gen. Stat. § 8-24¹ for a report. The service of food and drinks, as well as the provision of entertainment, at the property requires a special permit from P&Z.²

The item was submitted to the City Clerk's Office with a request for a public hearing upon review of P.A. 07-218, which requires a public hearing on the sale, lease or transfer of all municipal property with limited exceptions. It was later discovered that P.A. 07-218 was repealed and replaced by P.A. 07-251, which is codified in the Connecticut General Statutes under Section 7-163e.³ Public Act 07-251 added an exception to the public hearing requirement for "the sale, lease or transfer of real property acquired by the municipality by foreclosure." The subject property, 80 Hastings Street, was acquired by the City by foreclosure on October 11, 2007. See Certificate of

¹ **Sec. 8-24. Municipal improvements.** *No municipal agency or legislative body shall* (1) locate, accept, abandon, widen, narrow or extend any street, bridge, parkway or other public way, (2) locate, relocate, substantially improve, acquire land for, abandon, sell or *lease* any airport, park, playground, school or other **municipally owned property** or public building, (3) locate or extend any public housing, development, redevelopment or urban renewal project, or (4) locate or extend public utilities and terminals for water, sewerage, light, power, transit and other purposes, **until the proposal to take such action has been referred to the commission for a report.** Notwithstanding the provisions of this section, a municipality may take final action approving an appropriation for any proposal prior to the approval of the proposal by the commission pursuant to this section. The failure of the commission to report within thirty-five days after the date of official submission of the proposal to it for a report shall be taken as approval of the proposal. In the case of the disapproval of the proposal by the commission the reasons therefor shall be recorded and transmitted to the legislative body of the municipality. **A proposal disapproved by the commission shall be adopted by the municipality or**, in the case of disapproval of a proposal by the commission subsequent to final action by a municipality approving an appropriation for the proposal and the method of financing of such appropriation, such final action shall be effective, **only after the subsequent approval of the proposal by (A) a two-thirds vote of the town council where one exists, or a majority vote of those present and voting in an annual or special town meeting, or (B) a two-thirds vote of the representative town meeting or city council or the warden and burgesses, as the case may be.** The provisions of this section shall not apply to maintenance or repair of existing property, buildings or public ways, including, but not limited to, resurfacing of roads.

² See Table 2.A of the Bridgeport Zoning Regulations.

³ **Sec. 7-163e. Public hearing on the sale, lease or transfer of real property owned by a municipality.** (a) The legislative body of a municipality, or in any municipality where the legislative body is a town meeting or representative town meeting, the board of selectmen, shall conduct a public hearing on the sale, lease or transfer of real property owned by the municipality prior to final approval of such sale, lease or transfer. Notice of the hearing shall be published in a newspaper having a general circulation in such municipality where the real property that is the subject of the hearing is located at least twice, at intervals of not less than two days, the first not more than fifteen days or less than ten days and the last not less than two days before the date set for the hearing. The municipality shall also post a sign conspicuously on the real property that is the subject of the public hearing.

(b) The provisions of subsection (a) of this section shall not apply to (1) sales of real property, except parkland, open space or playgrounds, if the fair market value of such property does not exceed ten thousand dollars, (2) renewals of leases where there is no change in use of the real property, and (3) the sale, lease or transfer of real property acquired by the municipality by foreclosure.

Toms to City Council
Re: Resolution No. 58-20
May 25, 2021
Page 3

Foreclosure attached hereto as Exhibit 1. Therefore, while OPED may elect to hold a public hearing on foreclosed properties, a public hearing is not required.

Pursuant to C.G.S. § 8-262d, “[i]n all matters wherein a formal application, request or appeal is submitted to a planning commission under this chapter all public hearings shall be held and all decisions made in accordance with the provisions of section 8-7d.” However, an 8-24 review is neither a formal application, request nor appeal. Instead it is a non-binding referral to the commission for a report that is advisory in nature as the referral is not final or appealable.⁴ Failure by the commission to act within thirty-five (35) is consider an approval and disapproval by the commission may be overcome by a two-thirds vote from the Council. Under C.G.S. § 8-24, P&Z is exercising its administrative policy-making jurisdiction to determine whether the proposed activity is consistent with the city’s master plan of development. Connecticut Practice Series, Connecticut Land Use Law and Practice, Fuller, §10:14 (“The plan of conservation and development based on General Statutes § 8-23 is arguably controlling as to municipal improvements reviewed by the planning commission under General Statutes § 8-24.”)

Therefore, although it is P&Z’s practice to hold a public hearing for 8-24 review, one is not required for an 8-24 report and it is my recommendation that P&Z discontinue that practice to minimize any additional confusion. Alternatively, should the commission elect to continue public speaking at an 8-24 review, the public’s input to should be monitored to insure it is narrowly tailored to address the impact of the proposal on the City’s plan of conservation and development, i.e. its Master Plan.

Finally, it should be noted that no public hearing is necessary on an application to a land use agency unless it is mandated by statute. Armstrong v. Zoning Board of Appeals of Town of Washington, 158 Conn. 158 (1969). “Applications for zone changes, changes in zoning regulations, variances, **special permits**, resubdivision applications and changes in inland wetland regulations or boundaries of wetland and watercourse require public hearings. No hearing is required on a site plan application. A hearing is optional for subdivisions and some applications for regulated activity permits.” Connecticut Practice Series, Connecticut Land Use Law and Practice, Fuller, §20:1.

In this instance, the appropriate time for the public to speak on the use of the property is when an application is in fact before the P&Z. A special permit is required for the proposed uses. As a result, a public hearing is required pursuant to Conn. Gen. Stat. §8-3c(b)⁵. The public will have an opportunity then to raise their support or objection to the proposed use of the property. Also, please recall that members of the public can address City Council during public speaking prior to your regularly scheduled meetings.

⁴ Fort Trumbull Conservancy v. Planning Zoning Comm., 266 Conn. 338 (2003).

⁵ **Sec. 8-3c. Special permits, exceptions and exemptions. Hearings. Filing requirements.** ... (b) The zoning commission or combined planning and zoning commission of any municipality shall hold a public hearing on an application or request for a special permit or special exception, as provided in section 8-2, and on an application for a special exemption under section 8-2g. ...

Toms to City Council
Re: Resolution No. 58-20
May 25, 2021
Page 4

Please feel free to contact me with questions or concerns.

Kind regards,



Tyisha S. Toms
Associate City Attorney

cc: R. Christopher Meyer, City Attorney
John P. Bohannon, Deputy City Attorney
Mark T. Anastasi, Esq.
Frances Ortiz, Asst. City Clerk
Bill Coleman, Deputy Director, OPED

Toms to City Council
Re: Resolution No. 58-20
May 25, 2021
Page 5

Exhibit 1
Certificate of Foreclosure for 80 Hasting Street

035315

BK PG

07656 0034

CERTIFICATE OF FORECLOSURE

TO ALL WHOM IT MAY CONCERN.

This certifies that certain tax liens in favor of the City of Bridgeport, Office of the Tax Collector as against the defendant Automatic Plating Realty Company, Inc., of the City of Bridgeport, County of Fairfield and State of Connecticut, and recorded in the land records of the City of Bridgeport for the tax lists of 10/1/91 through 10/1/2005 were foreclosed upon the Complaint of the City of Bridgeport, Office of the Tax Collector against Automatic Plating Realty Company, Inc., the owner of the equity of redemption in said premises and against Southern Connecticut Gas Co., American Commercial Finance Corporation, JSA Financial Corp., UST Bank/Connecticut n/k/a HudsonUnited Bank, Automatic Plating Company, Inc., Carl A. Arco and Water Pollution Control Authority, having an interest therein, in the Superior Court for the Judicial District of Fairfield at Bridgeport in the State of Connecticut on the 9th day of July, 2007, which judgment was reopened and reentered on August 20, 2007 to extend law days to commence October 2, 2007. The premises foreclosed are described as follows:

See Schedule A attached hereto and made a part hereof.


Said premises are also known as 80 Hastings Street.

The time limited for redemption in said judgment of foreclosure has passed and the title to said premises became absolute in the said City of Bridgeport on the 11th day of October, 2007.

Dated at Bridgeport, Connecticut this 11th day of October, 2007.

THE PLAINTIFF
BY GORDON & SCALO

By _____


Ronald D. Japha, Esq.
Gordon & Scalo
140 John Street
Bridgeport, CT 06604
Phone: 203-336-4481
Juris No. 24035

Schedule A

FIRST PIECE

FIRST PARCEL:-

Known as the southwesterly 30 feet of Lot No. 71, all of Lot No. 70 1/2 and the northeasterly 30 feet of Lot No. 70 on map of Edwards & Uoddard, made by Scofield and Ford, Surveyors, dated July 21, 1906 and on file in the Bridgeport Town Clerk's Office and bounded:

- NORTHEASTERLY: On the remaining portion of said Lot No. 71, 205 feet, more or less;
- SOUTHEASTERLY: On Aerial Street, 100 feet;
- SOUTHWESTERLY: On the remaining portion of said Lot No. 70, 200 feet, more or less;
- NORTHWESTERLY: On Lots No. 78, 78 and 77 1/2 on said map, 100 feet, more or less.

SECOND PARCEL:-

Has the greater portion of Lot No. 77 1/2 and all of lots Nos. 78, 79, 80, 80 1/2 and a portion of Lot No. 81 as shown on said map and bounded:

- NORTHWESTERLY: On the remaining portion of Lot No. 77 1/2, 199.39 feet, more or less, by a broken line, being land conveyed to William T. Buchana in a warranty deed recorded in Volume 1437 Page 179;
- SOUTHEASTERLY: On Lots Nos. 72, 71, 70 1/2, 70, 69, 88 and 87 on said map, 329 feet, more or less;
- SOUTHWESTERLY: By the remaining portion of Lot No. 81, 135, more or less;
- NORTHWESTERLY: In Hastings Street, 227 feet, more or less.

THIRD PARCEL:-

Beginning at a point on the southerly projection of the southeasterly boundary of a parcel designated as "A" on map entitled "Map of Survey of property in Bridgeport, Ct., for William T. Buchana, Sept. 8, 1984, on file in the Bridgeport Town Clerk's Office, said parcel being 0.83 feet southwesterly corner of said parcel; thence southerly at an interior angle of 80 degrees 11' 19" for a distance of 13.64 feet; thence southwesterly at an interior angle of 84 degrees 57' 47" for a distance of 17.65 feet; thence northwesterly at an interior angle of 87 degrees 51' 54" for a distance of 12.23 feet; thence northerly at an interior angle of 96 degrees 59' 00" for a distance of 15.97 feet, to point or place of beginning.

All of the foregoing parcels being located in the City of Bridgeport, County of Fairfield and State of Connecticut and being further described as above stated.

Excepting, however, from the foregoing description that portion thereof bounded and described as follows:-

Beginning at a point on the southwesterly line of property of Sam F. Arco & Katherine N. Arco as shown on a certain map filed or to be filed in the Land Records of the City of Bridgeport, said map having been prepared by Fuller & Co., Inc., Engineers and Surveyors, 1301 Wood Avenue, Bridgeport, Conn., being entitled, "Plot Plan of Property in Bridgeport, Conn., prepared for Sam F. Arco and Katherine N. Arco, Scale 1" = 16', dated January 13, 1983, said point being 130.64 feet southeasterly of Hastings Street; thence northeasterly at an interior angle of 78 degrees 03' 35" for a distance of 52.13 feet; thence further northeasterly at an interior angle of 176 degrees 24' 20" for a distance of 3.71 feet to a point; thence southwesterly at an interior angle of 08 degrees 21' 03" for a distance of 55.09 feet; thence northwesterly at an interior angle of 90 degrees 11' 02" for a distance of 4.88 feet to the point or place of beginning.

FIFTH PARCEL:-

Beginning at a point on the southwesterly line of property of Sam F. Arco & Katherine N. Arco as shown on a certain map filed or to be filed in the Land Records of the City of Bridgeport, said map having been prepared by Fuller & Co., Inc., Engineers and Surveyors, 1301 Wood Avenue, Bridgeport, Conn., being entitled, "Plot Plan of Property in Bridgeport, Conn., prepared for Sam F. Arco and Katherine N. Arco, Scale 1" = 16'," dated January 13, 1983, said point being 183.01 feet northwesterly of Asylum Street; thence southwesterly at an interior angle of 88 degrees 33' 14" for a distance of 56.73 feet to a point; thence northeasterly at an interior angle of 08 degrees 21' 03" for a distance of 37.13 feet; thence southeasterly at an interior angle of 80

degrees 05' 43" for a distance of 8.30 feet to the point or place of beginning.

Including a certain easement over and upon land adjoining a portion of the aforementioned land, said easement being dated March 17, 1983 and recorded at Volume 1688 Page 944, Bridgeport Land Records.

Reference is made to a certain map entitled "Plot Plan of Property in Bridgeport, Ct. Prepared for Samuel F. Arco and Katherine N. Arco dated January 13, 1983 on file in the Bridgeport Town Clerk's Office in Map Volume 49 Page 48.

Said premises are also known as 236 Asylum Street.

as modified by a corrective deed in Volume 2839,
Page 148.

BRIDGEPORT, CONN.
LAND RECORDS
REC'D FOR RECORD FILING
ON 10-16-87 AT 1:40 PM
ATTEST: *Hector Diaz*
HECTOR DIAZ, TOWN CLERK